GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

Page 1 of 4

BID NUMBER	GT/GDE/055/2026
BID DESCRIPTION	INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF EDUCATION

BRIEFING SESSION	**Y**	☐	**N**	☑	**SESSION COMPULSORY**		**Y**	☐	**N**	☑
					SESSION HIGHLY RECOMMENDED		**Y**	☐	**N**	☑
BRIEFING VENUE	N/A				**DATE**	N/A	**TIME**		N/A	
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	☑	**DATE**	N/A	**TIME**		N/A	
SITE INSPECTION ADDRESS	N/A									

TERM AGREEMENT CALLED FOR?	**Y**	☑	**N**	☐	**TERM DURATION**	THREE (03) YEARS

CLOSING DATE	11:00AM	**CLOSING TIME**	12 FEBRUARY 2027

TENDER BOX LOCATION
Gauteng Department of Education:100 Main Street(Corner Main and Rissik Street) Marshaltown, Johannesburg

NOTES

THE TENDER BOX IS OPEN 07H00 TO 16H00 Weekdays (Monday to Friday)

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART A
INVITATION TO BID

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CONTACT PERSON	Sejabaledi Chipape
TELEPHONE NUMBER	011 355 0659
FACSIMILE	N/A
E-MAIL ADDRESS	Procurement4@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CONTACT PERSON	Masingita Mahlauli
TELEPHONE NUMBER	011 843-6792
FACSIMILE	N/A
E-MAIL ADDRESS	Masingita.Mahlauli@gauteng.gov.za

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

RETURNABLE ATTACHMENT

GAUTENG PROVINCE
EDUCATION
REPUBLIC OF SOUTH AFRICA

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

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.

2. For purposes contemplated in paragraph 1, the Gauteng Department of Education (Department), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

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

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. my or _____ _ _____'s *(INSERT COMPANY'S NAME)* personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 **(Processors);**

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

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

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention - a unauthorised disclosure of Personal Information.

12. In accordance with the requirements• of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

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

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL 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 the (PRICING SCHEDULE per item).

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

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	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 (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

BID NUMBER	GT/GDE/055/2026	**CLOSING DATE**	12 FEBRUARY 2027
VALIDITY OF BID	180 DAYS	**CLOSING TIME**	11H00AM

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**	✔	**N**		**VALUE BASED**	**Y**	✔	**N**	
VALUE BASED	**Y**	✔	**N**											
QUANTITY BASED	**Y**	✔	**N**											
TERM BASED	**Y**	✔	**N**											

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

YES		NO	

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

Full Name	Identity Number	Name of State Institution

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

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

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

YES		NO	

2.2.1 If so, furnish particulars:

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

YES		NO	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.

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

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

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	**Page: 3 of 3**

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

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

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

EVALUATION METHODOLOGY

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

STAGE 1

CRITERIA FOR FUNCTIONALITY	
CAPACITY TO DELIVER	40
HUMAN RESOURCES	40
COMPANY EXPERIENCE	20
MINIMUM THRESHOLD	80
TOTAL	100

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

STAGE 2

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

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	20/10
1. Black Owned Enterprise	4/2
2. Female Owned Enterprise	8/4
3. Youth Owned Enterprise	6/3
4.Disability Owned Enterprise	2/1
5.	
6.	
7.	
8.	
9.	
10.	

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

BIDDERS JOB CREATION ANALYSIS

Company Name		**Date Established**	

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

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

Comments to include:

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

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

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

GAUTENG PROVINCE
EDUCATION
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED-TERM PERIOD OF THIRTY-SIX (36) MONTHS.

Disclaimer

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

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

Table of Contents

Background	3
1. Legal Framework	4
2. Project brief	4
3. Scope of work	5
4. Evaluation	10
5. Format & Submission of Bid	17
6. Terms and Conditions	19
7. Time Frames	23
8. Penalties / Warranties	23
9. Instructions for the Proposal	24
10. Declaration	26

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

BACKGROUND

The Gauteng Department of Education (GDE) is committed to ensuring that the school environment is conducive for teaching and learning and conducive work environment for GDE officials. In ensuring a conducive environment for teaching and learning, the GDE must among other requirements provide the services of desludging of septic tanks at GDE Institutions in areas where no municipal sewerage reticulation infrastructure is available.

There are a number of GDE institutions that are located in rural areas, farms and agricultural holdings that do not have municipal sewerage reticulation infrastructure and depend on septic tanks and portable water for the provision of sanitation services. These septic tanks collect all the waste, which is a mixture of sludge and dirty water, from the ablution facilities. The sludge is composed of solids that settle at the bottom of the tank whereas the other waste matter forms the scum at the top of the wastewater. After some time, the septic tank fills up with waste, which has to be emptied to stop it from overflowing and to allow the ablution facilities to continue functioning optimally. Desludging involves using a vacuum truck, commonly known as a honey-sucker, to pump out all the solid and liquid waste-matter through the access lid of the septic tank and into the truck. The waste-matter is then removed from site by the vacuum truck and disposed off at an approved waste disposal site. Septic tanks need to be emptied on a regular basis to prevent possible overflow that could result in health risks to all occupants at the GDE Institutions.

GDE is seeking to appoint a suitable service provider(s) with the necessary equipment, knowledge, and experience for the service of desludging septic tanks through a thirty-six (36) months contract. The GDE and the service providers agree on a rate of desludging per Kilolitre of waste including transportation to designated municipal dumping sites for effluent.

The purpose of having a contract in place with service providers is to ensure that GDE responds timeously to requests when septic tanks are full, enabling a continuous availability of clean and safe sanitary facilities. If there is a delay in desludging a septic tank, there is a risk of the waste overflowing and presenting a health hazard to learners, educators and the surrounding community.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

1. LEGAL FRAMEWORK

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

a) The Constitution of the Republic of South Africa, Act No. 108 of 1996 as amended;
b) Public Finance Management Act, Act No. 1 of 1999 as amended;
c) Preferential Procurement Policy Framework Act (Act No:5 of 2000), as amended;
d) Preferential Procurement Regulations of 2022
e) Broad-Based Black Economic Empowerment Act No. 53 of 2003, as amended;
f) The South African Schools Act (Act No. 84 of 1996) as amended;
g) Gauteng Schools Education Act, Act No. 6 of 1995, as amended;
h) National Education Policy Act, Act No. 27 of 1996, as amended;
i) Public Service Act, 1994 Proclamation No. 103 of 1994, as amended;
j) Protection of Personal Information Act, Act No. 4 of 2013, as amended;
k) Promotion of Access to Information Act, Act No. 2 of 2000, as amended;
l) Promotion of Administrative Justice Act, Act No. 3 of 2000; as amended;
m) Protection of Information Act, Act No 84 of 1982, as amended;
n) Occupational Health and Safety Act, Act No 61 of 2001, as amended;
o) Compensation for Occupational Injuries and Diseases Act, Act No 130 of 1993 as amended;
p) Disaster Management Act No 57 of 2002;
q) Children Act No 38 of 2005;
r) National Environmental Waste Amendment Act No.26 of 2014
s) National Road Traffic Act, 1996 (Act No. 93 of 1996 as amended).

2. PROJECT BRIEF

The appointed service providers will be required to provide the services of desludging septic tanks at GDE Institutions across the province. Service providers will be appointed per region/sub-region and the number of service providers to be appointed will be decided by the department, depending on the needs of the department during the contracting period.

The number of estimated GDE institutions requiring the service of desludging of septic tanks may fluctuate (increase or decrease) over the duration of the term of the contract, depending on the changing needs of the department.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

3. SCOPE OF WORK

3.1 The appointed service provider will be required to:

3.1.1 Desludge septic tanks at GDE Institutions as and when required.

3.1.2 Transport and dispose of waste at designated and approved waste disposal sites for effluent.

3.1.3 Possess a permit/ letter/ registration certificate issued by the relevant local municipality or government institution authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites. The permit/ letter/ registration certificate should indicate the start and end date on when the bidder is authorised to transport and dispose sewerage waste. The permit/letter/registration certificate must not be expired at bid closing date and will be verified with the issuing authority before tender award. The permit/ letter/ certificate must meet all the requirements of the issuing institution.

3.2 Honey Sucker Trucks

3.2.1 Service provider(s) must provide a minimum of two (2) roadworthy honey sucker trucks that have a Tare Mass of minimum 5,000kg and maximum 7,000kg and Gross Vehicle Mass (GVM) of minimum 10,000kg and maximum16,000kg to desludge septic tanks on an “as and when” required basis. The honey sucker must have a tank with a minimum capacity of 5 kilolitre (kl).

i. Bidders who own two roadworthy honey sucker trucks must provide the full Motor vehicle License, License disc and roadworthy certificate (LCO) document and Certificate of Registration in respect of motor vehicle (RC1) for each honey sucker truck as proof of roadworthiness and ownership in the name of the company.

ii. Bidders leasing honey sucker trucks must provide a lease agreement signed by both the lessee and the lessor for the lease of 2 roadworthy honey sucker trucks. The lease agreement must be accompanied by Motor vehicle License, License disc and roadworthy certificate (LCO) document and Certificate of Registration in respect of motor vehicle (RC1) for each honey sucker owned by the lessor.

iii. Bidders who intend to lease honey sucker trucks must provide a letter of intent signed by the lessor confirming the bidder's intention to lease two roadworthy honey sucker trucks. The letter of intent to lease must be accompanied by Motor vehicle License, License disc and roadworthy certificate (LCO) document and Certificate of Registration in respect of motor vehicle (RC1) for each honey sucker owned by the lessor.

iv. Where the bidder is a director of the bidding company and the honey sucker truck(s) proposed for this tender are registered in the name of the director and not in the name of the bidding entity, the bidder shall submit a Letter of Intent signed by the registered owner of the vehicle(s) confirming that the honey sucker trucks will be made available exclusively to the bidding company for the duration of the contract, should the bid be successful. The letter of intent to lease must be accompanied by Motor vehicle License, License disc and roadworthy certificate (LCO) document and Certificate of Registration in respect of motor vehicle (RC1) for each honey sucker owned by the lessor.

v. In instances where the honey sucker truck(s) are financed and ownership remains vested in a financing institution, the bidder must, instead of submitting the RC1 registration certificate, provide a copy of the sale agreement, lease agreement, financing bond agreement, or a letter issued by the financing institution confirming that the vehicle is currently financed and that ownership remains vested in the financing institution.

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

i) All lights, horns, warning devices, mufflers, fuel tanks, and emission controls on the said vehicles and equipment must be kept operable at all times.

ii) All honey suckers must have valid road worthy certificates/ valid vehicle licence discs (full LCO documents).

iii) Each honey sucker shall have at least one broom and shovel at all times to clean up the waste that may be spilled or scattered during the process of collection.

iv) Honey suckers must be fitted with a meter / gauge to quantify the volume of effluent extracted. The installed meter must be capable of displaying readings in litres/kilolitres. Evidence of the opening and closing meter readings in litres must be provided in the form of clear, photographs with time stamp, date and GPS location. These photographs shall accompany the invoice as part of portfolio of evidence to verify the quantity of effluent removed.

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

3.3.1 Provide a Project Manager in possession of a minimum of NQF Level 5 certificate and 3 years' experience in Project Management. The roles and responsibilities of the Project Manager will be to coordinate all tasks related to the desludging of septic tanks which entail the following:

- ✓ Ensuring that all GDE Institution's requests for desludging of septic tanks are attended to on time.
- ✓ Ensuring that honey sucker trucks always dump waste at the designated and approved municipal dumping site.
- ✓ Ensuring that the service provider is in possession of a permit from the relevant local municipality or government institution permitting them to transport and dump waste at designated dumping sites.
- ✓ Making arrangements with GDE Institutions for access into the premises.
- ✓ Scheduling of drivers, provision of monthly statistics, consolidation of delivery notes and reports.

3.3.2 Provide a Health and Safety Officer with a minimum of NQF Level 5 Occupational Health and Safety certificate and 3 years' experience in Health and Safety. The roles and responsibilities of the Safety Officer shall include:

- ✓ Develop a health & safety plan and procedures to be followed during the desludging of the septic tanks.
- ✓ 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 delivery of the service.
- ✓ Ensure that all equipment used during delivery of the service is safe.
- ✓ Ensure that all honey sucker trucks have valid Roadworthy Certificates.

- ✓ Ensure that drivers for honey sucker trucks have valid driver's licences and PrDPs.
- ✓ Ensure that their personnel use the appropriate Personal Protective Equipment (PPE) at all times.

3.3.3 Provide a minimum of two (2) honey sucker truck drivers that are in possession of valid heavy-vehicle driver's licenses (minimum Code C1) and Professional Driver Permit (PrDP) for goods who will transport and dump waste at designated and approved waste disposal site for effluent. The drivers' licenses and PrDPs must have not expired at bid closing date. The number of drivers' licences and PrDP's must be equal to the number of honey sucker trucks provided by the bidder.

3.4 Company Experience

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

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

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

3.5 GDE Regions/sub-regions and Districts

The appointed service providers will be required to service GDE Institutions at districts mentioned in table 1 below.

TABLE 1

REGION	SUB-REGION	DISTRICT	ESTMATED NUMBER OF GDE INSTITUTIONS PER DISTRICT	ESTIMATED NUMBER OF GDE INSTITUTIONS PER SUB-REGION
Tshwane	Tshwane 1	Gauteng North (GN)	19	19
	Tshwane 2	Tshwane North (TN)	22	22
	Tshwane 3	Tshwane South (TS)	2	22
		Tshwane West (TW)	20	
Johannesburg		Johannesburg Central (JC)	1	18
		Johannesburg East (JE)	1	
		Johannesburg North (JN)	4	
		Johannesburg South (JS)	10	
		Johannesburg West (JW)	2	
Ekurhuleni		Gauteng East (GE)	3	15
		Ekurhuleni North (EN)	8	
		Ekurhuleni South (ES)	4	
Sedibeng	Sedibeng 1	Gauteng West (GW)	24	24
	Sedibeng 2	Sedibeng East (SE)	10	15
		Sedibeng West (SW)	5	
TOTAL			**135**	**135**

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

Service provider(s) must select the region (s) or sub-region(s) where applicable which they are bidding for. Bidders must select their preferred region(s) or sub-region(s) by placing a tick **(√)** in the space provided next to the region or sub-region in table two (2) below. Service providers will be appointed per region or per sub-region where applicable as indicated in Table 2 below. A minimum of one (1) service provider will be appointed per region or sub-region. A service provider(s) who fails to select any region/sub-region will be disqualified.

Table 2

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

NB: For every region selected the Bidder must ensure that they have relevant permit for each region selected.

4. EVALUATION

The evaluation of 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** and **Functionality**. During these stages of evaluation, the bidder/s that do not meet the prescribed criteria or minimum threshold/s for functionality will be disqualified and will not be considered for further evaluation.

Stage Two of the evaluation will be based on **Price and Specific Goal System**, as per Regulation 6 of the PPR, 2022.

- Price (Rates only) = 90/80 points
- Specific Goals = 10/20

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

Stage 1 (a): Administrative Evaluation

An administrative evaluation will be carried out on all the bids received and if the mandatory documentation mentioned below is not completed, submitted, signed, and attached, such a bid will be eliminated from any further evaluation.

4.1.1 Mandatory Documents: (eliminating criteria)

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

a) Submission of a fully completed and duly signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to 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 valid permit/ letter/ registration certificate issued by the relevant local municipality or government institution authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites for each of the region/subregion bidding for. The permit/ letter/ registration certificate should indicate the start and end date on when the bidder is authorised to transport and dispose sewerage waste. The permit/letter/registration certificate must not be expired at bid closing date and will be verified with the issuing authority before tender award. The permit/ letter/ certificate must meet all the requirements of the issuing institution.

d) The Bidder must submit a Tender/Bid Guarantee (Bid Bond) in the amount of R340,000.00 (Three Hundred and Forty Thousand Rand) issued by a commercial bank registered in the Republic of South Africa. The bid bond shall remain valid for at least thirty (30) calendar days beyond the bid validity period including bid validity extensions. The Bid Bond must:

i) be issued in the name of the Bidder;

ii) be for an amount of R340,000.00; and

iii) remain valid for at least thirty (30) calendar days beyond the bid validity period including bid validity extensions.

NB: If the information required to be filled in is not applicable, bidders must indicate as such and not leave BLANK SPACES.

4.1.2 Other Required Documents: (Non-eliminating criteria):

a) Submission of a completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1) (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. Copies of Identity Documents of Shareholders/ Owners/ Directors of the Company.
   iii. Recent/ latest Proof of a Central Supplier Database (CSD) registration.

b) Valid SARS Tax Compliance Status (TCS) pin.
c) Valid Broad-Based Black Economic Empowerment (B-BBEE) certificate issued by SANAS accredited agency / or B-BBEE certificate issued by CIPC, or a valid Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths
d) 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 profit split and,
   iii. A valid SANAS-accredited consolidated BBBEE Certificate.
   iv. Proof of a consolidated CSD registration for the consortium or Joint Venture.
   v. Submission of audited financial statements for the last two years.
   vi.

NB: other required documents (Non eliminating) must be compliant at the point of award.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

4.2 Stage 1(b): Functionality Evaluation

A paper-based functionality evaluation will be carried out on all shortlisted bids. Bids that score below the minimum threshold of **80** points in respect of **functionality** will be regarded as non-responsive and will therefore be disqualified.

TABLE 3

NO	CRITERIA	WEIGHT
CAPACITY TO DELIVER		**40**
1.	**1.1 Two (2) roadworthy honey sucker trucks between tare mass of minimum 5000kg and maximum 7000kg and GVM of minimum 10000kg and maximum 16000kg, and must meet the requirements in paragraph 3.2** 1.1.1 Two (2) honey sucker trucks **(40 points)** 1.1.2 Less than two honey sucker trucks **(0 points)** **NB: bidders who are leasing must ensure that the lease agreement or the letter of intent to lease states the capacity and the number of honey sucker trucks to be leased. Lease documents must be signed by both Lessee and Lessor and dated.**	
HUMAN RESOURCES		**40**
2	**2.1 Submit CV's and copies of certificates / qualifications required for all personnel listed below together with the Identification Documents.** **2.1.1 Project Manager Capacity [15 points]** **2.1.1.1 Project Manager Qualifications [10 points]** a. Project Manager with a minimum of NQF Level 5 certificate in Project Management with corresponding copy of Identity Document. **(10 points)** b. No Project Manager with a minimum of NQF level 5 certificate in Project management with a corresponding copy of Identity document. **(0 points)**	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

NO	CRITERIA	WEIGHT
	2.1.1.2 Project Manager Experience (5 points) a. Project manager with a minimum of 3 years' experience in project Management **(5 points)** b. Project Manager with less than 3 years' experience in Project Management **(0 points)** **2.1.2 Health and Safety Officer Capacity [15 points]** **2.1.2.1 Health and Safety Officer Qualifications (10 points)** a. Health and safety Officer with a minimum of NQF Level 5 certificate in Occupational Health and Safety with a corresponding copy Identity Document (**10 points)** b. No Health and safety Officer with a minimum of NQF Level 5 certificate in Occupational Health and safety with a corresponding copy of Identity Document. **(0 points)** **2.1.2.2 Health and safety officer experience (5 points)** a. Health and Safety Officer with a minimum of 3 years' experience in Health and Safety **(5 points)** b. Health and safety Officer with less than 3 years' experience in health and Safety **(0 points)** **2.1.3 Submit two (2) valid Code C1 vehicle drivers' licence and PrDPs for two (2) honey sucker drivers [10 Points]** a) Two drivers **(10 points)** b) Less than two drivers **(0 points)**	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

NO	CRITERIA	WEIGHT
COMPANY EXPERIENCE		**20**
3	**Submit two signed reference letters / testimonial letters /project completion certificates for projects completed within the past three (3) years on the desludging septic tanks or servicing mobile chemical toilets and must meet the requirements in paragraph 3.4 [20 points]** 3.1.1 Reference letters/testimonial letters / project completion certificates indicating two completed projects as per the requirements in paragraph 3.4 **(20 points)** 3.1.2 No reference /testimonial letter / project completion certificate indicating two completed projects as per the requirements in paragraph 3.4 **(0 points)** **NB: The testimonial letter / reference letter / completion certificate must comply with all the requirements in paragraph 3.4**	
	TOTAL	**100**
	The minimum threshold for functionality	**80**

Stage 2: Price & Specific Goals

The contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 0f 2000). Preferential Procurement Regulations of 2022. Responsive bids will be adjudicated in terms of the 90/10 or 80/20 preference point system.

a. Points will be allocated as follows-:

i. Price = 90/80 and

ii. Specific Goals = 10/20

Scores will be proportionally allocated according to the CSD status of ownership.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

TABLE 4

	POINTS
PRICE	90/ 80
SPECIFIC GOALS	10/ 20
Black Owned Enterprise	2 /4
Female Owned Enterprise	4/ 8
Youth Owned Enterprise	3 /6
Disability Owned Enterprise	1 /2

Specific goals	**Allocated Preference Points =10**	**Allocated Preference Points= 20**	**Required proof/ documents to be submitted for evaluation. Purposes**
• Black people (ownership)	2 Points	4 Points	• Company Registration Certification (CIPC) • Copy of identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)
• People who are women (ownership)	4 Points	8 Points	• Company Registration Certification (CIPC) • Copy of identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)
• Youth (ownership)	3 Points	6 Points	• Company Registration Certification (CIPC) • Copy of identification documentation of company director/s • CSD report/ CSD registration number (MAAA • number)

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

• People who are disabled (ownership)	1 Point	2 Points	• Company Registration Certification (CIPC) • Copy of identification documentation of company director/s • CSD report/ CSD registration number (MAAA • number)

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.

FORMAT AND SUBMISSION OF BIDS

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

TABLE 5

Section A	a. Submit a fully completed and duly 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. Submit 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. Submit a valid permit/ letter/ registration certificate issued by the relevant local municipality or government institution authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites for each of the region/subregion bidding for. The permit/ letter/ registration certificate should indicate the start and end date on when the bidder is authorised to transport and dispose sewerage waste. The permit/letter/registration certificate must not be expired at bid closing date and will be verified with the issuing authority before tender award. The permit/ letter/ certificate must meet all the requirements of the issuing institution.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

	d. Submit a Tender/Bid Guarantee (Bid Bond) in the amount of R340,000.00 (Three Hundred and Forty Thousand Rand) issued by a commercial bank registered in the Republic of South Africa. The bid bond shall remain valid for at least thirty (30) calendar days beyond the bid validity period including bid validity extensions. The Bid Bond must: i) be issued in the name of the Bidder; ii) be for an amount of R340,000.00; and iii) remain valid for at least thirty (30) calendar days beyond the bid validity period including bid validity extensions. **NB: If the information required to be filled in is not applicable, bidders must indicate as such and not leave BLANK SPACES**.
Section B	e) Submission of a completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1) (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: iv. Company Registration Documents. v. Copies of Identity Documents of Shareholders/ Owners/ Directors of the Company. vi. Recent/ latest Proof of a Central Supplier Database (CSD) registration. f) Valid SARS Tax Compliance Status (TCS) pin. g) Valid Broad-Based Black Economic Empowerment (B-BBEE) certificate issued by SANAS accredited agency / or B-BBEE certificate issued by CIPC, or a valid Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths

	h) In the case of a consortium or Joint Venture, proposals must contain: vii. Partnership Agreements/Joint Venture Agreements signed by all party representatives, viii. Proposed profit split and, ix. A valid SANAS-accredited consolidated BBBEE Certificate. x. Proof of a consolidated CSD registration for the consortium or Joint Venture. xi. Submission of audited financial statements for the last two years.
Section C	**a) Capacity to deliver** Organisation's resources indicating two (2) roadworthy honey sucker trucks, and must meet the requirements in paragraph 3.2 **b) Human resources** - For the Project Manager, submit a minimum of NQF Level 5 Project Management certificate / qualification and a CV indicating a minimum of 3 years' experience in Project Management, together with the Identification Document. - For the Health and Safety Officer, submit a minimum of NQF Level 5 Occupational Health and Safety certificate / qualification and a CV indicating a minimum of 3 years' experience in Health and Safety, together with the Identification Document. - Provide two honey sucker drivers with (2) Driver's licenses (minimum Code C1) and PrDPs. The drivers' licenses and PrDPs must not be expired. **c) Company experience** Submit reference letters / testimonial letters / completion certificates for two (2) completed projects in the desludging septic tanks or servicing mobile chemical toilets. The testimonial letter / reference letter / completion certificate must comply with all the requirements in paragraph 3.4

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

5. TERMS AND CONDITIONS

6.1 Successful Bidder(s) must be able to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings, when required.

6.2 GDE reserves the right to reject work that does not meet the required standard and engage an alternative Service Provider to complete the work. GDE shall serve thirty (30) days written notice for termination of the contract in the case of non-performance.

6.3 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, following due process.

6.4 GDE reserves the right to appoint more than one service provider.

6.5 The service providers must deliver the requested service within the given timeframes (to be given as and when orders are placed).

6.6 At the beginning of the contract, the GDE will issue to the service providers a list of institutions that use septic tanks and a schedule of how frequent each septic tank should be desludged. During the term of the contract, the list will be reviewed periodically and communicated to the appointed service providers.

6.7 Where the septic tank fills up before scheduled time, the institution logs a request with Head Office for the service provider to desludge the septic tank. The contracted service provider is then issued with a written instruction to go and desludge the septic tank.

6.8 The service provider and the facility verify and record the quantity of waste-matter that is pumped out of the septic tank in Kilolitres.

6.9 The service provider must issue a delivery note for each load of waste removed, and the facility stamps the delivery note as an acknowledgment of the service rendered.

6.10 At the end of each month, the service provider submits a claim for services rendered as per the stamped delivery notes. The amount on the claim is the product of the amount of waste in Kilolitres and the agreed rate as per the contract. The claim is then processed for payment through the GDE Head Office.

6.11 The stringent timeframes regarding the desludging of septic tanks necessitate that the GDE is in constant contact with the service provider and would at times require the service provider to make changes to the septic tank desludging schedule without compromising the quality of service rendered.

6.12 Service providers must ensure that they are registered for e-invoicing on eisregistration@gauteng.gov.za

6.13 All vehicles must be roadworthy with current licences, and this will be subjected to inspection by the GDE.

6.14 The GDE reserves the right to conduct tests or inspections prior making a final award decision

6.10 Bidders shall provide a proposed vetting process demonstrating driver compliance throughout the contract period as well as the procedure followed in the appointment of drivers with valid drivers' licences and a clean track record.

6.11 A service provider that will be appointed to render services to the GDE will have to enter into a service-level agreement with the GDE.

6.12 In the event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference.

6.13 GDE reserves the right to screen and vet shortlisted service providers before the appointment.

6.14 GDE will use its discretion for the vetting of bidders.

6.15 GDE reserves the right to negotiate prices (rates) with bidders who meet all the requirements.

6.16 Disposal of waste is to be included in the service provider's rates.

6.17 Work must be executed within 24 hours after receiving the purchase order.

6.18 Service providers must submit invoices monthly for payment of services rendered.

6.19 All work is to be done upon receipt of the official purchase order from GDE Head Office.

6.20 The service provider must ensure a minimum of two (2) roadworthy honey sucker trucks with minimum of 5 Kilolitres capacity are always available.

6.21 No overtime may be claimed by the appointed service provider for services rendered after working hours, at weekends or during holidays.

6.22 GDE has no contractual relationship with any domestic subcontractors of the main service provider. Service providers for this bid must ensure that all resources are managed directly by that service provider.

6.23 Accept liability and indemnify GDE against any claims whatsoever arising from the bidder’s conduct and/or the conduct of their employees.

6.24 Arrange with the principal or delegated officials of the GDE Institutions to gain access to the premises at the most appropriate times considering the safety of the children in order to render the required service.

6.25 The service provider will ensure full compliance with all legislative and regulatory requirements to ensure the safe and responsible disposal of the Department’s waste.

6.26 The service provider must comply with all laws and by-laws relevant to the rendering of the service and ensure full compliance with all legislative and regulatory requirements to ensure the safe and responsible disposal of the Department’s waste.

6.27 Successful service providers must also ensure that their allocated staff members are appropriately trained and certified to safely work on sites and conduct themselves in a manner consistent with requirements of the Department, Occupational Safety Health and Environment (OSH&E) and other regulatory authorities.

6.28 Take adequate precautions to prevent damage to the GDE property.

6.29 The successful service provider cannot cede the contract to any other provider after appointment unless written approval is obtained from GDE.

6.30 Transport and logistics to handle the requirements relative to the transportation of waste must comply with relevant National Road Traffic Act, 1996 (Act No. 93 of 1996 as amended).

6.31 Possess a permit/ letter/ registration certificate issued by the relevant local municipality or government institution authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites. The permit/ letter/ registration certificate should indicate the start and end date on when the bidder is authorised to transport and dispose sewerage waste. The permit/letter/registration certificate must not be expired at bid closing date and will be verified with the issuing authority before tender award. The permit/ letter/ certificate must meet all the requirements of the issuing institution.

6.32 The GDE reserves the right to:

1. Reject an award of this tender where responses are found to be insubstantial by the evaluating panel.
2. Verify information and documentation of the respective bidder.
3. Make sure that the bidder has at their disposal the necessary infrastructure to execute the contract to the satisfaction of the GDE prior to the awarding of the contract.

6.33 Successful bidders must submit a performance guarantee of 10% of the service provider’s annual Purchase Order value from a South African registered commercial bank or an approved financial institution listed in the Government Gazette within 14 to 30 days of receiving the letter of award. The performance guarantee will be released at the end of each 12 months period.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED - TERM PERIOD OF THIRTY-SIX (36) MONTHS.

7 TIME FRAMES

OUTPUT	PERIOD
INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF DESLUDGING SEPTIC TANKS AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED- TERM PERIOD OF THIRTY-SIX (36) MONTHS	**THIRTY-SIX (36) MONTHS**

7.1 The details of the processes, timeframes, and deliverables will again be outlined in a service-level agreement that will be signed by the successful bidder.

7.2 When deadlines are set, it will be expected of the service provider to deliver the required services in a set timeframe.

8 PENALTIES/WARRANTIES

8.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services 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 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 provider 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 format and submission of bids. 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 authorized representative of GDE should there appear to be any discrepancy, ambiguity, or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity, or any other information contained in this RFP.

9.4 It is the responsibility of bidders to ensure that submitted bid documents are visible for bid evaluation purposes.

9.5 This tender validity period is 180 days. In the event that there is a need to extend this period, the extension will be published on the National and GPG e-tender portal. It is the responsibility of the bidder to check the extensions as published as there will be no individual correspondence.
Bidders that decline the extension would invalidate their specific bids and not the entire bid process.

Bidders who fail to respond on the request for validity extension within stipulated date, the Department will, consider such a bidder to have accepted the extension of validity in the same terms and conditions as per the submitted bid. Bidders will not be permitted to lower their bid price. The prices must remain the same.

9.6 Proposals must be compiled in the following manner (non-compliance may eliminate your bid):

9.6.1 Clear indexing of the proposal content must be included.

9.6.2 One (1) original proposal (marked “original”) must be submitted.

9.7 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:

- Name of Bidder
- Description of proposal
- RFP Number.
- Closing date and time

9.8 All proposals must contain the most recent financial statements.

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

a) Partnership Agreements/Joint Venture Agreements signed by all party representatives,

b) Proposed revenue split and,

c) A valid SANAS accredited consolidated BBBEE Certificate,

d) For Joint Venture proof of CSD registration for each member.

e) Service providers must ensure that they are registered for e-invoicing

9.10 The Bidder will be liable for all costs incurred in response to this request.

9.11 Bidder’s Responsibility

a) The Bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of GDE before submitting a completed response. Failure to do so will be at the Bidder’s own risk and the Bidder cannot secure relief on the grounds of any mistake.

b) GDE reserves the right to engage in pre post tender negotiations with the Bidder(s) on the short list and to do business with the bidders that best meet the requirements and will not be obliged to give reasons for such exclusions.

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

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

10 **DECLARATION**

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

Name of Bidder: ……...

Name of contact person: ……

Capacity: …….

Signature: ……**Date:** ……..…….

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Financial Statements

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTICORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

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

4. ENVIRONMENT

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

5. PROTECTION OF INFORMATION

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

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

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

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

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

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

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

9. COMMITMENTS OF THE BIDDERS

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

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

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTICORRUPTION

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

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

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

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTICORRUPTION

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

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

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	GT/GDE/055/2026
Date	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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