 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<b>Provincial Supply Chain Management</b>								
		<b>INVITATION TO BID</b>			<b>Page 1 of 4</b>					
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>		<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>		<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>			<b>TIME</b>		
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>		<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>				
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

- 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](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

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

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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.**

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



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

*The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.*

*By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.*

### APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF BIDS

Name & Surname/Company: \_\_\_\_\_

Residential/Postal or Business Address: \_\_\_\_\_

Contact number (s): \_\_\_\_\_

Email address: \_\_\_\_\_

1. In the furtherance of the Gauteng Department of Health's (**The Department**) 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 bid.
2. For purposes contemplated in paragraph 1, the 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 \_\_\_\_\_  
\_\_\_\_\_ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's 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;
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

10. With 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.

Signed at ..... this ..... day of .....20.....

.....

Name of data subject/ designated person

.....

Signature


.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	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.



	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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<sup>2</sup> 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.

<sup>2</sup> 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.

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

- 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 ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	



## 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).



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

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 <b>"as specified"</b> (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>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.</li> <li>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).</li> </ul>



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 4 of 4

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

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

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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).

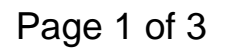
POINT SYSTEM

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

## EVALUATION METHODOLOGY PROCESS

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### STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
<b>TOTAL</b>	

**SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:**

	POINTS ALLOCATED
<b>SPECIFIC GOALS</b>	
1.	
	POINTS ALLOCATED
2.	
	POINTS ALLOCATED
3.	
	POINTS ALLOCATED
4.	
	POINTS ALLOCATED
5.	
	POINTS ALLOCATED

**\*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.**



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### 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	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



**GT/GDH/110/2024 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS**

## **ABBREVIATIONS**

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
DAFF:	Department of Agriculture, Forestry and Fisheries
EFC:	Electric Fly Catcher
EME:	Exempted Micro Enterprise
EMS:	Emergency Medical Services
GCC:	General Conditions of Contract
GDoH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
HACCP:	Hazard Analysis Critical Control Points
PCO:	Pest Control Operators
PHC:	Primary Health Cares
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	Qualifying Small Enterprise
RoHS:	Restriction of Hazardous substances
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SAPCA:	South Africa Pest Control Association
SCC:	Special Conditions of Contract
SDS:	Safety Data Sheet
VAT:	Value- Added Tax



## GT/GDH/110/2024 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS

### 1. COPYRIGHT

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### 2. PURPOSE

The purpose of this tender is to appoint service providers to provide pest control services for the Gauteng Department of Health Institutions for the period of three (3) years.

### 3. BACKGROUND

Pest control at healthcare facilities plays a key role in the prevention and control of major vector-borne diseases. Transmission of diseases from pest infestations can occur in both the internal and external environment of premises through contamination of equipment, surfaces, food or water.

Implementing control measures on a regular basis is necessary to prevent or eradicate infestation and should be affected by a continuous vector control program. Vector control is hence well suited for an integrated approach because some vectors are responsible for multiple diseases and some interventions are effective against several vectors.

The degree of pest infestation on any premises may be indicative of the standard of hygiene and the lack of success of control measures to prevent or eradicate infestation. Apart from a nuisance in general, these infestations could pose serious health risks.

The Gauteng Department of Health (GDoH) is divided into five Health Districts as follows:

**Table 1: Five Districts**

DISTRICT	HEALTHCARE INSTITUTIONS
1. Johannesburg	70
2. Tshwane	73
3. Ekurhuleni	60
4. West Rand	73
5. Sedibeng	61

These Health Districts consist of healthcare institutions, Hospitals, Regional Pharmacies, Clinics, Emergency Medical Services (EMSs), Primary Health Cares (PHCs) and Forensic facilities(see 6.9 list of Healthcare Facilities).



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- a) The primary operational objectives of the required service are as follows: Appoint a compliant, competent, reputable, and experienced pest control service provider(s);
- b) The appointed Service Providers must display an unquestionable track record, have significant experience in the pest control industry, with positive references provided by past and current clients.
- c) The Service Provider must supply all pest control remedies, tools, labour and all equipment necessary for the proper execution of pest control services.
- d) The Service Provider must make use of equipment and materials which supports the preservation of the environment and which complies with all applicable legislation and other applicable regulations.
- e) The Service Provider must in all respects comply with applicable laws and regulations without limitation in all applicable health and safety regulations, standards and procedures.

#### **4. LEGISLATIVE AND REGULATORY FRAMEWORK**

##### **4.1 The General Conditions of Contract (GCC):**

This bid and all contracts emanating from this tender will be subject to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)).

##### **4.2 The Special Conditions of Contract (SCC):**

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

##### **4.3 Other legal prescripts:**

- a) The Constitution of SA, Section 217, (Act no 108 of 1996)
- b) Public Finance Management Act, (Act No. 1 of 1999)
- c) Open Tender Framework, 2019
- d) Preferential Procurement Regulations of 2022
- e) Gauteng Finance Management Supplementary Amendment, (Act 6 of 2019)
- f) Protection of Information Act, (Act no 84 of 1982)
- g) Promotion of Access to Information Act, (Act no 2 of 2000)
- h) Promotion of Administrative Justice Act, (Act 3 of 2000)
- i) Constitution of the Republic of South Africa, section 24, (Act no 108 of 1996)
- j) National Health, (Act no 61 of 2003)
- k) National Environmental Management, (Act no 107 of 1998)
- l) Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies, (Act no 36 of 1947)
- m) Occupational Health and Safety (Act no 85 of 1993)
- n) Hazardous Substance, (Act no 15 of 1973)
- o) Medicine and Related Substances Control, (Act no 101 of 1965)
- p) Health Professions Act no 56 of 1974: Regulations defining the scope of the profession of environmental Health R 698 of 2009 as Amended
- q) Animal Protection, (Act no 71 of 1962)
- r) Fertilizers; farm feeds agricultural remedies and stock remedies, (Act 36 of 1947)



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### 4.4 National standards

Where the bidder is not the manufacturer based on authorisation letter to distribute, they must ensure product supplied must comply with the following regulatory requirements as verified by South African Bureau of Standard for the duration of the contract:

- ISO 9001:2015 / SANS 9001:2015 "Requirement for Quality Management Systems"
- SANS 10206:2020: The handling, storage and disposal of pesticides
- SANS 10204: 2013: The application of fumigants
- SANS 10124: 2018 The application of soil insecticides for the protection of buildings

### 5. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in an envelope/lever arch file in the format, as per Table 2 below.

**Table 2: The Bid Format**

PART OF BID SUBMISSION	REQUIRED DOCUMENTS
Part 1	<p><b>Section 1: Technical Proposal of the tender</b></p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Product information documents (such as catalogues, operating manuals, instruction leaflets.), must be in English language.</p> <ol style="list-style-type: none"> <li>SBD 01: Invitation to Bid</li> <li>SBD 4: Bidder's Disclosure</li> <li>Authorization letter/ CIPC/Shareholder certificate If a bidder signs the SBD forms as the owner of the company, bidder must submit proof of ownership (CIPC/Shareholder certificate) or a signed authorization letter on the letter head authorizing the delegate to sign on behalf of the company.</li> <li>Valid copy of a letter of good standing from the Department of Employment and Labour in respect of Compensation of Injury Diseases Act (COIDA).</li> <li>In case of a trust, consortium or joint venture, an Agreement signed by all party representatives must be submitted.</li> <li>Valid certified copy of structural Pest Control Operator (PCO) registration certificate from Department of Agriculture, Forestry &amp; Fisheries (DAFF) in the field of structural pest control in terms of Act 36 of 1947.</li> <li>The bidder must provide public Liability Insurance Certificate or letter of intent indicating the amount (from insurance company) of at least R5 million.</li> <li>Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are</li> </ol>



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	involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing. 9. Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
Part 2	<p><b>Other returnable documents to be submitted by the bidder:</b></p> <ol style="list-style-type: none"> <li>1. The reference letter/s or Purchase order/s or award letter/s must be on the letterhead of the current or previously serviced client.</li> <li>2. Proposed environmental management plan for Pest Control Services must be inclusive of; Waste management, Method of application, Registration of chemicals and labelling and management of spillages and incidents.</li> <li>3. Bidder to submit an Organogram and CVs of each employee employed by the bidder (indicating name and surname of the employees, contact number, years of experience and attach competency certificate/s and/or proof of registration as a PCO.</li> <li>4. Standard operating procedures (SOP) for monitoring and maintaining quality of services including; Procedure to monitor and maintain quality of pest control services, Installation and maintenance (rodent tamper proof boxes, traps, EFC units), and disposal of chemicals and containers.</li> <li>5. Contingency plan addressing adverse events (including labour unrest, Pest control chemical shortages, Mechanical breakdown on machinery /equipment, staff shortages and high demand of pest control service).</li> </ol>
Part 3	<p><b>Section 2: Financial Proposal of the tender.</b></p> <p>Bidder must submit fully completed and signed SBD documents as indicated below. The Annexure A price schedule must be submitted in both electronic copy (not PDF) and hard copy captured and saved on a memory stick/USB.</p> <ol style="list-style-type: none"> <li>1. SBD 3.2: Non-Firm Price</li> <li>2. SBD 3.3: Professional Service</li> <li>3. Annexure A: Price Schedule</li> <li>4. SBD 6.1 Preference Point claim</li> </ol>

## 6. SCOPE OF WORK

GDoH is inviting professional pest control services through competitive bidding process for the provision of a structural Pest Control services. Pest control services are required to control the following but not limited to: rats, mice, snakes, cockroaches, ants, flees, mites, flies, bed bugs, birds, termites, mosquitos, wasps and other pests, including bees. Where possible, bees should be relocated, rather than exterminated. Only in cases where the bees are deemed a danger to human lives, should the bees be exterminated. The pest control services and ad-hoc services shall be provided as and when required. Service requirement is expected to include but not limited to the following:





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- a) An initial assessment report should be produced before treatment, submitted to the departmental official.
- b) The report should include the relevant methods of treatments to bring under control any existing infestation by: - rodents, creepy crawlies, flying insects, critters and many others as explained in the following paragraphs.
- c) Bidder to provide a service certificate indicating the life span of the chemical used, this should be submitted after each service conducted.
- d) In the case where a service has been rendered and the treatment was not effective, the service provider will be required to retreat the area at their own cost.
- e) Pest control services will be rendered as requested in all reported problematic areas.
- f) Identifying of pest infestation and specific pest species and treating them.
- g) Apply suitable remedies by using environmentally friendly controls.
- h) Using exclusion system or request that the client make alterations to keep pests out.
- i) Placement of monitoring devices and visual inspection of areas and implement action plans.
- j) Recording of all pest and service-related activities and update all reports and Job cards.
- k) Place a comprehensive pest management file containing service and company details at central point (institutions / health districts).

## **6.1. Building Specifications for Healthcare Institutions**

### **6.1.1. Types of Buildings (Interior & exterior areas)**

Buildings consist of hospitals, clinics, nurses' colleges, administration buildings, staff accommodation, workshops, mortuaries and all other outer buildings and structures located on the premises.

## **6.2. Pest Control Services**

**Table 3: Pest control services**

ITEM NO	DESCRIPTION
1	<b>Service required</b>
	i) An initial assessment report should be produced before treatment, submitted to the departmental official.
	ii) The report should include the relevant method of treatments to bring under control any existing infestation by: - rodents, creepy crawlies, flying insects, critters and many others as explained in the following paragraphs.
	iii) Placement, inspection and servicing of all monitoring devices i.e. cardboard bait stations (inside), plastic rodent tamper proof boxes (outside), trapping devices and electronic fly catchers (EFCs).
	iv) Only apply remedies that are registered for specific pest under ACT 36 of 1947 with an approved P NUMBER.
	v) Must comply to Hazard Analysis Critical Control Points (HACCP) standards.
2	<b>Schedule of services</b>
	<b>2.1 Requested services (Inspect, treat, prevent and control)</b>
	i) <b>Rodent treatment</b> i.e. rats & mice.





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	ii) <b>Crawling &amp; flying insect treatment</b> - should include, but not limited to fish moths, cockroaches, mosquitoes, ants, flies, termites, booklice, spiders, lice and bed bugs
	<b>2.2 Ad-hoc Services</b>
	i) Bees & wasps' removal
	ii) Bird control
	iii) Sub-terranean termites' control
	iv) Snakes' relocation
	<b>Ad-hoc services: Call out for such services shall be billed as per the agreed price on the contract.</b>

### 6.3. Pest Control Activities

#### 6.3.1. Rodent Control

It is important that the grounds, open areas, roadways, pavements and all other exterior areas at healthcare facilities are surveyed for conditions and pests, especially rodents to prevent ingress, harbourage and breeding on the site.

##### 6.3.1.1. Exterior Rodent Control

Measures requires that the exterior areas of buildings must be surveyed for rodents and conditions which may lead to rodent infestation. The following observations must be identified and documented using a diagram and/or note; and corrective action must be taken:

- Tall grass and vegetation on property, sidings, and adjacent to buildings.
- Surrounding properties which may have conditions conducive to infestation e.g. food vendors.
- Areas of the property conducive to infestation such as cluttered areas, open trash, standing water, potential or confirmed burrowing areas.
- Areas of rodent infestation based upon sightings, harbourages, or other evidence including all areas of the building and roofs.
- Doors or gaps in building outer structure which could permit rodent entry.

##### 6.3.1.2. Interior Rodent Control

Measures requires that the interior areas (i.e. inside all buildings) of healthcare facilities must be surveyed for rodents and conditions which may lead to rodent infestation. The following observations must be identified and documented using a diagram and/or note; and corrective action must be taken:

- Open doors, gaps beneath doors, other holes, gaps or cracks which could permit rodent entry.
- Clutter, debris or another potential rodent harbourage location.
- Areas of rodent infestation based on sightings, droppings, harbourage or other evidence.
- Spillage or other potential food sources which could lead to infestation.
- Storage practices which are conducive to rodent infestation.

Recommendations must be provided to reduce the likelihood of future infestations. Rodent management devices must be mapped and recorded.



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### 6.3.1.3. Inspection and Service frequencies for rodent activity:

Evaluation of the facility's rodent history and potential for infestation will determine frequency of service conducted on exterior devices. A monthly service is recommended but should rodent activity occur more frequently, the service frequency, if needed, must be increased.

- a) Quantity of rodent control devices and areas of placement.
- b) Measures to be taken when rodent monitoring indicates activity / infestation.
- c) Measures to be taken when products are damaged / stolen / contaminated by rodents.

### 6.3.1.4. Rodent Bait Stations & Trapping Devices

- d) Buildings at healthcare facilities must be evaluated for the identification type, quantity and placement of rodent bait stations in exterior areas.
- e) Rodent control inside occupied buildings must be accomplished with cardboard bait boxes and trapping devices. All such devices must be concealed out of the general view and installed in protected areas so as not to be affected by routine cleaning and other operations.
- f) All rodenticides, regardless of packaging, must be placed either in locations inaccessible to the public or in tamper-resistant bait boxes.
- g) Frequency of bait box service must depend upon the level of rodent infestation and at least once a month.
- h) The Service Provider must provide a site flow plan, indicating where the bait stations are situated.
- i) In the event of bait stations being removed, stolen or broken/damaged, replacement must take place as provided for in contingency costing (refer pricing schedule)
- j) All bait boxes must be numbered per location and labelled with the Service Provider's business name and address on the outside.
- k) A service schedule date sticker must be placed in the inside cover of every rodent bait box in order to prevent falsifying service dates without actually opening the box.

### 6.3.1.5. Rodent bait stations and monitoring devices

- a) The Service Provider must supply rodent bait stations and monitoring devices once the contract starts such as rodent tamper proof boxes, traps, EFC units and microburst units.
- b) Estimated quantities and costing thereof is structured according to each Health District (refer to Price Schedule).

### 6.3.2. Insect Control

Internal and external areas must be surveyed for flying and crawling insect activity.

- a) Suitable control monitoring and methods and/or materials must be used to prevent the breeding and harborage of insects, especially in areas where food is stored and handled.
- b) Regular and periodic treatment of insects in and around all Health facilities must be scheduled to control cockroaches and flies.
- c) Suitable and sufficient devices and/or methods of treatment must be used to control insects within the buildings.



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#### **6.4. Pest Control Monitoring Devices**

- a) The Service Provider must ensure that defective monitoring devices are either repaired or replaced, as the case may require, within 24 hours from the time it is reported.
- b) Replacement of plastic tamper proof bait stations and electronic/portable fly catchers are quoted separately from the monthly services.
- c) Requirements of electronic fly catchers:
  - i. The units must be made with first-class workmanship throughout and must be free from defects that affect their appearance or can affect their serviceability (or both). All units must be of same design throughout.
  - ii. Coated steel or aluminium casing, cover grid made of steel or ABS plastic
  - iii. The unit must measure in height: 300mm to 450mm
  - iv. The width must measure: 100mm to 150mm
  - v. The length must measure: 350mm to 650mm
  - vi. The power consumption must be 32W or better
  - vii. The weight must not exceed 5kg
  - viii. The electrical supply must be: 220-240V. 1100mm electrical cable with plug to be included.
  - ix. Wall mounted, or Chain hanging
  - x. 2 x 15Watt shatterproof long-life UV-A lamp
  - xi. 50 – 70m<sup>2</sup> Coverage area
  - xii. Catch specification-By means of shock mechanism or by means of temperature optimized glue boards
  - xiii. Unit can be serviced without special tools.
  - xiv. Must have dead insect's collection tray – removable
  - xv. IP20 (safe to use in dry environments)
  - xvi. Each unit will come with a standard manufacturer warranty of not less than 2 years.
  - xvii. An equivalent or better option may be provided, refer to Annexure A for pricing.
- d) Requirements of portable fly catcher (Non-electric):
 

Not every facility has the power supply and this might require a service which is nonelectric, a non-portable fly catcher as a means of control measure.

  - i. Colour: Any
  - ii. Material: Plastic bucket (re-usable)
  - iii. Size: 5-10ltr
  - iv. Weight: any
  - v. Flies are attracted to the odour of the bait.
  - vi. Flies enter the trap through the holes between the bait.
  - vii. Flies are trapped and may not exit through the entry holes.
  - viii. Once inside, all flies trapped must die from the effective bait.
  - ix. Easy removal of dead flies from the bait.
  - x. Installation- Roof hanging or wall mounted.

An equivalent or better option may be provided, refer to Annexure A for pricing.



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### 6.5. Pest Control Equipment

Service provider must provide all pest control related equipment, tools and chemicals to render the service efficiently for the duration of the contract.

### 6.6. Pest Control Remedies (Pesticides and Rodenticides)

All the pest control remedies used must have the following properties:

- a) All chemicals must be approved by SANS.
- b) Pest control remedies used should be approved by SANS and must also have a registration number according to SANS 10234:2019 (The Fertilizers, Farm Feeds, Seeds and Remedies Act 36 of 1947).
- c) The chemical used must be safe, without health hazards towards the employees, patients and visitors at the premises.
- d) The labelling must be clear with the components of the chemical.
- e) The active ingredients and strength of chemicals used in developing the final product must be listed.
- f) SDS (Safety Data Sheets) must be provided with every chemical used.
- g) Treatment should not cause damage or be corrosive to the buildings, equipment and electrical appliances.

### 6.7. Personnel Requirements

A minimum of three (3) qualified PCOs and three (3) Assistant PCOs are required for each of the five Health Districts. In addition, one (1) technically experienced supervisor to oversee all pest control teams servicing the Health District/s. The supervisor must be a registered PCO.

The successful service provider must make provisions for additional staff when the needs arise.

### 6.8. Staff Uniform and Personal Protective Equipment

- a) All staff must be in uniform when performing their duties within the premises of the health care facilities in GDoH.
- b) Uniform must bear the company logo and name.
- c) Staff must have full identification name tag with a photo.
- d) Suitable personal protective equipment should be worn during application of pest control remedies.
- e) All Personal Protective Equipment (PPE) to be used during the pest control services must be in line with the SANS code 10206:2020 (Item 7) applicable to the pest control service.

### 6.9. List of Healthcare Institutions

- a) Additional and/or extended facilities must be catered for, as and when a formal request is sent through by the department.
- b) Bidders should note that the square meters provided are estimates not the actual square meters.
- c) Bidders will be required to quote the department per square meter and payment will be made based on covered square meters on each job card created.



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**Table 4: JOHANNESBURG DISTRICT**

<b>No</b>	<b>Gauteng Department of Health Institutions</b>	<b>Estimated Square Meters (m<sup>2</sup>)</b>
1.	Alex Base	80
2.	Alexandra CHC	5 295
3.	Alexandra Medico Legal (CFMS)	63
4.	Ann Lasky Nursing College	5 000
5.	Bara EMS	300
6.	Barney Molokoane clinic	443
7.	Bheki Mlangeni Hospital	20 357
8.	Charlotte Maxeke Johannesburg Hospital	80 000
9.	Chiawelo CHC	9 102
10.	Chiawelo EMS Base	200
11.	Chris Hani Baragwanath Academic Hospital	134 614
12.	Chris Hani Baragwanath Nursing College	4 588
13.	Cosmo city clinic	150
14.	Diepkloof clinic	3 503
15.	Diepkloof FPS	4 000
16.	Diepsloot Base	100
17.	Diepsloot south clinic	264
18.	Discoverers CHC	9 714
19.	Discovery EMS Base	3 00
20.	Ebony Base	200
21.	Edenvale Dental	60
22.	Edenvale EMS Base	300
23.	Edenvale Hospital	24 461
24.	Eikenhof clinic	1 378
25.	Ennerdale ext. 9 clinic	2 879
26.	Eyethu yarona clinic	192
27.	Helen Joseph Hospital	28 490
28.	Hillbrow CHC, Pink building, Shandukani, Ward 21, stores, Regional Pharmacy, Transport office, Medico legal and District office	62 083
29.	Hillbrow EMS Base	300
30.	Imbalenhle clinic	1 234
31.	Imbalenhle EMS Base	1 200
32.	Itireleng CHC	3 530
33.	JCDI Dental	248
34.	Jeep Street Clinic	497



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35.	Johannesburg FPS	<b>2 500</b>
36.	Kliptown clinic	<b>612</b>
37.	Lenasia EMS Base	<b>700</b>
38.	Lenasia EXT 13 clinic	<b>12 823</b>
39.	Lenasia south Base	<b>700</b>
40.	Lenasia south CHC	<b>13 730</b>
41.	Lilian Ngoyi CHC	<b>7 123</b>
42.	Mandela Sisulu clinic	<b>3 902</b>
43.	Meadowlands clinic	<b>3 503</b>
44.	Michael Maponya clinic	<b>5 206</b>
45.	Mofolo CHC	<b>7 123</b>
46.	Mofolo EMS Base	<b>300</b>
47.	Moroka clinic	<b>2 643</b>
48.	Newlands dental	<b>145</b>
49.	Nizamiya clinic	<b>280</b>
50.	Noordgesig Clinic	<b>946</b>
51.	Or Tambo clinic	<b>328</b>
52.	Orange farm ext. 7 clinic	<b>603</b>
53.	Orlando clinic	<b>4 100</b>
54.	Orlando East Base	<b>300</b>
55.	Rahima Moosa Hospital	<b>30 240</b>
56.	Sinethemba clinic	<b>4 508</b>
57.	Sizwe hospital	<b>17 157</b>
58.	South Rand Hospital	<b>37 251</b>
59.	Stretford CHC	<b>4 421</b>
60.	Tara hospitals	<b>14 826</b>
61.	Thembelihle clinic	<b>171</b>
62.	Tladi clinic	<b>3 503</b>
63.	TMI Dental	<b>100</b>
64.	Tshepisong clinic	<b>200</b>
65.	Vlakfontein clinic	<b>1 378</b>
66.	Wildebeesfontein clinic	<b>8 298</b>
67.	Witkoppen Base	<b>200</b>
68.	Zola Base	<b>100</b>
69.	Zola CHC	<b>8 228</b>
70.	Zola gateway clinic	<b>2 605</b>



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**Table 5: TSHWANE DISTRICT**

<b>No</b>	<b>Gauteng Department of Health Institutions</b>	<b>Estimated Square Meters (m<sup>2</sup>)</b>
1.	Adelaide Tambo Clinic	890
2.	Block JJ Ems base	160
3.	Boekenhout Clinic	555
4.	Boikhutsong Clinic	589
5.	Bophelong (Region C) Clinic	1 302
6.	Bronkhorspruit Hospital	5 000
7.	Bronkhorstspuit Clinic	253
8.	Bronkhorspruit FPS	250
9.	Cullinan Rehabilitation Centre	11 284
10.	Dark City CHC	1 406
11.	De Wagensdrift Clinic	3 431
12.	Dilopye Clinic	317
13.	Dr George Mukhari Academic Hospital	257 690
14.	Dr George Mukhari Academic Hospital EMS BASE	40
15.	Eersterust CHC	3 803
16.	Ekangala Clinic	516
17.	Enkangala Ems Base	128
18.	FKT Motubatse Clinic	5 820
19.	Ga- Rankuwa FPS	2 500
20.	Ga-Rankuwa View Clinic	1 156
21.	Holani Clinic	382
22.	Jubilee Gateway Clinic	2 021
23.	Jubilee Hospital	22 754
24.	Kalafong Ems Base	150
25.	Kalafong Hospital	21 401
26.	Kameeldrift Clinic	320
27.	Kanana Clinic	370
28.	Kekana Gardens Clinic	3 431
29.	Kekanastad CHC	683
30.	Kgabo CHC	1 297
31.	Kungwini Ems Base (Bronkhorspruit)	65
32.	Ladium EMS base	30
33.	Laudium CHC	9 496





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34.	Lebone College of Emergency Care	<b>7 307</b>
35.	Mamelodi Ems base	<b>80</b>
36.	Mamelodi Hospital	<b>95 000</b>
37.	Mandisa Sicheka Clinic	<b>3 054</b>
38.	Maria Rantho Clinic	<b>750</b>
39.	Masakhane Cook-Freeze Factory and Laundry	<b>10 505</b>
40.	New Eersterus Clinic (Moretele)	<b>1 987</b>
41.	Nokeng (Cullinan Ems base)	<b>60</b>
42.	Odi Ems base	<b>80</b>
43.	Odi Hospital	<b>10 530</b>
44.	Onverwacht Clinic	<b>310</b>
45.	Phedisong 01 Clinic	<b>587</b>
46.	Phedisong 06 Clinic	<b>377</b>
47.	Phedisong 4 CHC	<b>1 372</b>
48.	Pretoria FPS	<b>5 000</b>
49.	Pretoria West Hospital	<b>5 700</b>
50.	Prinshof Ems base	<b>200</b>
51.	Ramotse Clinic	<b>590</b>
52.	Rayton Clinic	<b>1 323</b>
53.	Refentse Clinic	<b>650</b>
54.	Refilwe Clinic	<b>653</b>
55.	Rethabiseng Clinic	<b>321</b>
56.	Sedilega Clinic	<b>364</b>
57.	Skinner Clinic	<b>917</b>
58.	Sokhulumu Clinic	<b>345</b>
59.	Soshanguve 2 Clinic	<b>620</b>
60.	Soshanguve Block JJ Clinic	<b>2 066</b>
61.	Soshanguve Block TT Clinic	<b>1 432</b>
62.	Soshanguve Block X Clinic	<b>701</b>
63.	Soshanguve CHC	<b>3 004</b>
64.	Stanza Bopape CHC	<b>3 226</b>
65.	Steve Biko Academic Hospital	<b>122 000</b>
66.	Suurman Clinic	<b>1 093</b>
67.	Temba CHC	<b>749</b>
68.	Temba Ems base	<b>50</b>
69.	Tlamelong Clinic	<b>936</b>
70.	Tshwane District Hospital	<b>29 616</b>





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71.	Zithobeni	1 931
72.	Tshwane Rehabilitation Centre	44 246
73.	Weskoppies hospital	83 000

**Table 6: Ekurhuleni**

No	Gauteng Department of Health Institutions	Estimated Square Meters (m <sup>2</sup> )
1.	1st Avenue Dental	150
2.	Andries Raditsela Clinic and Parkhome	540
3.	ARV and CDU bulk pharmacy	3 800
4.	Bertha Gxowa CBR (Community Based Rehabilitation)	285
5.	Bertha Gxowa Hospital	19 558
6.	Bertha Gxowa Hospital EMS District Office	2 500
7.	Calcot Dlephu (Park Home)	150
8.	Catlin Offices	4 500
9.	Dan Khubeka (Park Home)	150
10.	Daveyton Main CD	1 570
11.	Dawn park dental	100
12.	Dry Storage Depot Pharmacy	3 800
13.	Duduza Dental	80
14.	Dunswart Provincial Laundry	13 025
15.	Elsburg dental	80
16.	EMS depot	800
17.	Erin Rehab	60
18.	Esangweni CHC	1 970
19.	Ethafeni MOU	1 870
20.	Far East Rand Hospital EMS Base	800
21.	Far-East Rand Hospital	19 865
22.	Geluksdal Dental	80
23.	Germiston FPS	2 500
24.	Germiston Gateway Clinic	850
25.	Germiston rehab	650
26.	Goba Clinic	1 870
27.	Isabella Dental Clinic	80
28.	Isabella Devilliers eastern sub-district	1 100
29.	Jabulane Dumane CHC	1 870
30.	Katlehong MMC	450



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31.	Katlehong North MMC Clinic	450
32.	Kingsway Dental	100
33.	Kwa Thema CHC	2 670
34.	Magagula Clinic	200
35.	Mary Moodley CDC	1 270
36.	Mental Health	180
37.	Mofokeng Dental	80
38.	Nigel pre-pack	1 500
39.	Nokuthela Ngwenya CHC	4 137
40.	Northmead Clinic	870
41.	Philip Moyo CHC	3 370
42.	Phola Park CHC	1 870
43.	Pholosong Dental	781
44.	Pholosong Hospital	31 241
45.	Pholosong Hospital EMS	80
46.	Ramokonopi CHC	1 500
47.	Reiger park dental	40
48.	Reiger park Metal health	150
49.	Rondebult	150
50.	Spartan Clinic and Park home	1120
51.	Springs FPS	1 500
52.	Tambo Memorial Hospital	29 733
53.	Tembisa	197 699
54.	Thelle Mogoerane Hospital	25 199
55.	Thelle Mogoerane Hospital EMS Base	80
56.	Travel Clinic	970
57.	Tsakane Dental/ Rehab/ MMC/ Medico Clinic and Aurum)	1 105
58.	Villa Heidi Offices	4 000
59.	Vosloo Poly Dental/Rehab	350
60.	Winnie Mandela Clinic	1 000

**Table 7: WEST RAND REGION**

No	Gauteng Department of Health Institutions	Estimated Square Meters (m <sup>2</sup> )
1.	Azaadville Clinic	210
2.	Badirile Clinic	180
3.	Bekkersdal East Clinic	977



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4.	Bekkersdal Ems Base	<b>50</b>
5.	Bekkersdal West & MOU	<b>1 395</b>
6.	Blybank Clinic	<b>635</b>
7.	Blyvoor Clinic	<b>458</b>
8.	Bonalesedi Nursing College	<b>14 443</b>
9.	Carletonville Central Clinic	<b>403</b>
10.	Carletonville EMS Base	<b>1 200</b>
11.	Carletonville FPS	<b>1 000</b>
12.	Carletonville Hospital	<b>24 332</b>
13.	Deelkraal Clinic	<b>177</b>
14.	District office	<b>1 104</b>
15.	Dr Martinez Ramirez	<b>470</b>
16.	Dr Yusuf Dadoo Ems base	<b>850</b>
17.	Dr Yusuf Dadoo Hospital	<b>4 768</b>
18.	Eden SCM, Pharmacy and Storage	<b>570</b>
19.	Elandsfontein Clinic	<b>180</b>
20.	Eric Ndleleni	<b>490</b>
21.	Fanyana Nhlapo	<b>553</b>
22.	Fochville Clinic	<b>296</b>
23.	Fochville Ems Base	<b>850</b>
24.	Glenharvie Clinic	<b>283</b>
25.	Hands of Compassion Clinic	<b>197</b>
26.	Itumeleng Clinic	<b>340</b>
27.	Jan Maree Clinic	<b>198</b>
28.	Khutsong East Clinic	<b>259</b>
29.	Khutsong EMS BASE	<b>45</b>
30.	Khutsong Ext.3 Clinic	<b>516</b>
31.	Khutsong MOU & Main	<b>1 166</b>
32.	Khutsong South Clinic	<b>268</b>
33.	Khutsong West Clinic	<b>216</b>
34.	Kocksoord Clinic	<b>466</b>
35.	Kokosi Clinic	<b>264</b>
36.	Kroomdraai Clinic	<b>200</b>
37.	Krugersdorp Central Clinic	<b>952</b>
38.	Land is Wealth Clinic	<b>120</b>
39.	Leratong EMS Base	<b>1 440</b>
40.	Leratong Hospital	<b>31 596</b>



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41.	Luipaardsvlei Clinic	<b>120</b>
42.	M.L Pessen Clinic	<b>791</b>
43.	Magaliesburg Ems Base	<b>50</b>
44.	Maki Legwete Clinic	<b>818</b>
45.	Mogale Clinic	<b>949</b>
46.	Mogale Sub District office	<b>1 103</b>
47.	Mohlakeng Ems Base	<b>45</b>
48.	Mohlakeng MOU & PHC	<b>930</b>
49.	Muldersdrift Clinic	<b>665</b>
50.	Munsieville Dental /Rehab centre	<b>98</b>
51.	Noordheuwel Clinic	<b>120</b>
52.	Odirile Maponya	<b>440</b>
53.	P.J Maree Clinic	<b>359</b>
54.	Randfontein Sub District office	<b>254</b>
55.	Randgate Clinic	<b>3 000</b>
56.	Rietvallei 2&3 Clinic	<b>450</b>
57.	Simunye Clinic	<b>679</b>
58.	Sterkfontein hospital	<b>53 420</b>
59.	Tarlton Clinic	<b>372</b>
60.	Thusanang 2 clinic	<b>108</b>
61.	Thusanang Clinic	<b>396</b>
62.	Thusong Clinic	<b>375</b>
63.	Venterspost Clinic	<b>308</b>
64.	Wedela Clinic	<b>496</b>
65.	Welverdien Clinic	<b>91</b>
66.	West Rand Ems District office	<b>1 440</b>
67.	Westonaria Central Clinic	<b>544</b>
68.	Westonaria Sub District office	<b>1260</b>
69.	Ya Rona Clinic	<b>422</b>
70.	Zuurbekom Clinic	<b>605</b>
71.	Hillshaven Clinic	<b>660</b>
72.	Merafong Sub-district Office	<b>400</b>
73.	Greenspark Clinic	<b>5000</b>



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**Table 8: SEDIBENG REGION**

<b>No</b>	<b>Gauteng Department of Health Institutions</b>	<b>Estimated Square Meters (m<sup>2</sup>)</b>
1.	Albertina Sisulu Clinic	332
2.	Bantu Bonke Clinic	45
3.	Beverly Hills Clinic	508
4.	Boiketlong Clinic	95
5.	Boipatong CHC	1 055
6.	Boipatong sector 1 to sector 5	120
7.	Boipatong sector 6	60
8.	Boitumelo Clinic	399
9.	Bophelong Clinic	1 204
10.	Bophelong Ext	60
11.	Devon EMS Base	90
12.	Driehoek (Including Library Building)	705
13.	Eaton Side	38
14.	Empilisweni CDC clinic (zone7)	1 961
15.	Evaton Main Clinic	2 518
16.	Evaton West	45
17.	Heidelberg Clinic	271
18.	Heidelberg EMS Base	210
19.	Heidelberg FPS	250
20.	Heidelberg Hospital	38 541
21.	Helga Kuhn Clinic	1 353
22.	Jameson Park	365
23.	Johan Deo Clinic	1 187
24.	Johan Heyns CHC	34 872
25.	Kookrust Clinic	369
26.	Kopanong Hospital	53 215
27.	Lake Side Estate (health Post)	45
28.	Levai Mbatha CHC	2 533
29.	Mamello (health Post)	45
30.	Market Avenue Clinic	1 528
31.	Meyerton EMS Base	100
32.	Midvaal Clinic	417
33.	Mpumelelo Clinic	283



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34.	Osizweni Clinic	521
35.	Pontshong (Walkerville) Clinic	1 657
36.	Ranvaal Clinic	463
37.	Ratanda Ext 23 Clinic	305
38.	Ratanda Ext 7 Clinic	233
39.	Ratanda Main Clinic	552
40.	Rensburg Clinic	256
41.	Retswelopele Clinic Sharpville	540
42.	Rietspruit clinic	561
43.	Rustervaal Clinic	353
44.	Sebei Motsoeneng Clinic	496
45.	Sebokeng EMS Base	220
46.	Sebokeng FPS	1 500
47.	Sedibeng EMS District Office	270
48.	Sharpeville CHC	1 509
49.	Sonderwater (health post)	60
50.	Thusanang Clinic (P.home Kopanong H)	90
51.	Thutuzela Care centre (at Kopanong H)	207
52.	Tshepiso Clinic	408
53.	Tshepong (health post)	38
54.	Usizolwethu Clinic (Devon)	472
55.	Vanderbijlpark EMS Base	210
56.	Vereeniging EMS Base	110
57.	Vischkuil Clinic	237
58.	Zone 13 Clinic	339
59.	Zone 14 Clinic	439
60.	Zone 17 Clinic	1 187
61.	Zone 3 Clinic	534

## 7. BIDDING OPTIONS

- GDOH is divided into five (5) Districts, entities are clustered according to districts.
- Bidders will be considered for one (01) District which they MUST select as their primary District.**
- Bidders may select any of the Districts listed as their secondary option/s. These bidders will only be considered for award if there are no primary options.
- If a bidder fails to select a preferred choice on the below table provided, the bidder will not be considered for further evaluation. Bidder to complete and submit the table below.
- The respective Districts for selection are listed on the table below:



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**Table 9: Five Districts**

DISTRICTS	NUMBER OF FACILITIES PER DISTRICT	SELECT PREFERRED DISTRICT OF CHOICE	
		Primary District (Yes/No)	Secondary District (Yes/No)
1. Johannesburg	70		
2. Tshwane	73		
3. Ekurhuleni	60		
4. West Rand	73		
5. Sedibeng	61		

**NB: Failure to select ONE preferred district under PRIMARY DISTRICT will not be considered for further evaluation.**

**Bidders who are bidding for BOTH (Primary and Secondary District) should provide a separate file per district that they are bidding for.**

## **8. EVALUATION METHODOLOGY**

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations, 2022 and the GDoH Preferential Procurement Policy in two stages:

Stage 1A: Mandatory Administrative Responsiveness

Stage 1B: Functionality Evaluation

Stage 2: Price and Preferential Evaluation

An 80/20 preference point system, which is applicable to bids with a Rand value below R 50 million (with all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for specific goals **Or** 90/10 preference point system, which is applicable to bids with a Rand value above R 50 million and more (with all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and maximum of 10 for specific goals.



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**STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE**

Bids will be subjected to a mandatory administrative compliance in line with the below requirements. The bidders must provide the following mandatory documents:

1. SBD 01: Invitation to Bid
2. SBD 4: Bidder's Disclosure
3. Valid copy of letter of good standing of Compensation of Injury Diseases Act – COIDA (10-digit Pin for COIDA)
4. Valid certified copy of structural Pest Control Operator (PCO) registration certificate from Department of Agriculture, Forestry & Fisheries (DAFF) in the field of structural pest control.
5. Bidder to submit a list of chemicals to be used with safety data sheet (SDS) of each product listed.

**All the above documents must be submitted with the bid documents at the closing date and time of the bid. Non submission of any of the documents listed above will result in a bid being disqualified.**

**STAGE 1B: FUNCTIONALITY EVALUATION**

Only bidders who have complied with administrative requirements will be evaluated for functionality. During this phase bidders' responses, will be evaluated for functionality.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 10: The Functionality Evaluation Scoring Table to provide Pest Control Services at all Department of Health Institutions for a period of three years.

The total scoring points for functionality is 37 points. The minimum threshold score of 27 points for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.

Note: Bidders must, as part of the bid documents, submit all the supporting documents for the functionality evaluation.





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**Table 10: The Functionality Evaluation**

<b>SCORING CRITERIA</b>	<b>SCORING CRITERIA</b>	<b>SCORING POINTS</b>
<b>1. Company Experience in Pest Control Services in commercial/ business/ government/ corporate environment</b>	<p><b>1.1 Bidders must have a minimum of three (3) cumulative years of experience in delivery of Pest Control in commercial/ business/ government/ corporate</b></p> <p>The reference letter/s or purchase order/s or award letter/s must be on the letterhead of the current or previously serviced client and should reflect at least the name of the client, title of the related work conducted, year/s conducted and completed, contactable reference name and contact details and signed by the appropriate delegate.</p> <p><b>NB: reference letter or purchase order or award letter without all the details as stated above will not be considered.</b></p> <p>Evidence produced will be scored as follows:</p> <ul style="list-style-type: none"> <li>a) More than six years of experience (7 Points)</li> <li>b) More than five years up to six years of experience (6 points)</li> <li>c) More than four years up to five years of experience (5 points)</li> <li>d) Three years up to four years (3 points)</li> <li>e) Less than three years of experience (0 points).</li> </ul>	<b>7</b>
<b>2. Human Resource Capacity</b>	<p><b>2.1 Submit an organogram and CVs of staff members employed by the bidder.</b></p> <p>The bidder must provide the following:</p> <ul style="list-style-type: none"> <li>a) Organogram (3 points)</li> <li>b) Technical team (inclusive of technical supervisor, qualified PCO, and x3 Assistant PCOs) as per district of interest. Bidder to submit CVs of each employee employed by the bidder (indicating name and surname of the employee, contact number and years of experience) and attach competency certificate/or proof of registration as a PCO.</li> </ul>	<b>14</b>



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	<p><b>Note: Human Resource should be provided for each district applied for. Bidders cannot use the same Human Resource for different districts applied for.</b></p> <ul style="list-style-type: none"> <li>i. x1 CV and competency certificate/or proof of registration as a qualified PCO per Health District (each district will be evaluated separately) (5 Points)</li> <li>ii. No CV and competency certificate/or proof of registration as a qualified PCO (0 points)</li> <li>iii. x1 CV and competency certificate/or proof of registration as a PCO for an experienced and competent technical supervisor (PCO) to manage teams per Health District (each district will be evaluated separately) (3 points)</li> <li>iv. No CV and competency certificate/or proof of registration as a PCO for an experienced competent technical supervisor (PCO) to manage teams (0 points)</li> <li>v. x3 CVs of Assistant PCOs per Health District (each district will be evaluated separately) (2 points)</li> <li>vi. No x3 CVs as proof for assistant PCOs submitted (0 points)</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>vii. The bidder may provide proof of a recruitment plan with a list of staff (consisting of PCOs, assistant PCOs and a supervisor for each of the selected district/s), as an intention to employ. (2 points)</li> <li>viii. No recruitment plan with a list of staff (consisting of PCOs, Assistant PCOs and a supervisor for each of selected district/s) submitted. (0 points)</li> </ul> <p><b>NB: Assistant PCOs may not have competency certificate or be registered as PCOs.</b></p>	
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	<b>2.2 Skills Development Program</b> <p>a) The bidder must provide a proposed skills development program for all Assistant PCOs earmarked for this contract to be qualified as licensed PCOs during or at the end of the contract. (1 point)</p> <p>b) No Skills Development Program submitted (0 points)</p>	
<b>3. Environmental control and Quality Assurance</b>	<b>3.1 Proposed environmental management plan for Pest Control Services must be inclusive of the following:</b> <ol style="list-style-type: none"> <li>Waste management</li> <li>Method of application</li> <li>Registration of chemicals and labelling</li> <li>Management of spillages and incidents</li> </ol> <p>a) Provide a proposed environmental management plan for pest control services to demonstrate methods of application to be used in a health sector environment including all listed aspects. (5 points)</p> <p>b) If the bidder submits the pest control environmental management plan with three requirements listed. (3 points)</p> <p>c) Less than three pest control environmental management plan requirements and no plan submitted (0 points)</p>	<b>5</b>
	<b>3.2 Standard operating procedures (SOP) for monitoring and maintaining quality of services. The SOP must include the following:</b> <ol style="list-style-type: none"> <li>Procedure to monitor and maintain quality of pest control services,</li> <li>Installation and maintenance of Rodent tamper proof boxes,</li> <li>Installation and maintenance of Rodent tamper proof traps,</li> <li>Installation and maintenance of Rodent tamper proof EFC units, and</li> <li>Disposal of chemicals and containers.</li> </ol> <p>a) Bidder provided Company's approved standard operating procedures (SOP) to monitor and</p>	<b>6</b>



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	<p>maintain quality of pest control services with all the factors listed. (6 points).</p> <p>b) Bidder provided the Company's approved standard operating procedures (SOP) to monitor and maintain quality of pest control services with four of the listed factors. (4 points).</p> <p>c) Bidder provided the Company's approved standard operating procedures (SOP) to monitor and maintain quality of pest control services with three of the listed factors. (2 points).</p> <p>d) Bidder did not submit or provide Company's approved standard operating procedures (SOP) with less than three of the listed factors. (0 points).</p>	
<b>4. Quality of Pest Control services</b>	<p><b>4.1. Contingency plan addressing adverse events.</b></p> <p>a) labour unrest. (1 point)</p> <p>b) Pest control chemical shortages. (1 Point)</p> <p>c) Mechanical breakdown on machinery /equipment. (1 Point)</p> <p>d) Staff shortages. (1 Point)</p> <p>e) High demand for pest control service (1 Point)</p> <p>f) No plan submitted to address any of the above (0 points)</p>	<b>5</b>
<b>Total Points</b>		<b>37</b>
<b>Minimum threshold</b>		<b>27</b>

The total scoring points for functionality is 37 points. The minimum threshold score of 27 points for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.



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**STAGE 2: PRICE EVALUATION**

An 80/20 preference point system, which is applicable to bids with a Rand value below R 50 million (with all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for specific goals

**Or**

90/10 preference point system, which is applicable to bids with a Rand value above R 50 million and more (with all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and maximum of 10 for specific goals.

**To claim points for price, bidders are referred to:**

- SBD 3.2: Non-Firm Prices
- SBD 3.3: Professional Services
- Annexure-A for pricing schedule and
- SBD 6.1 for Price and Specific goals Preference Point claim.

**To claim points for specific goals, bidders are referred to the table below:**

**Table 11.** Points for specific goals

<b>Ownership</b>	<b>Points for price 80/20</b>	<b>Points for price 90/10</b>	<b>Evidence required</b>
Enterprises which are 51% owned by black people	5	2	Bidder must submit a valid copy of a BEE/CSD/CIPC registration documents
Enterprises which are 51% owned by woman	5	2	Bidder must submit a valid copy of a BEE/CSD/CIPC registration documents
Enterprises which are 51% owned by Disabled people	5	4	Bidder must submit a valid copy of a BEE/CSD/CIPC registration documents and doctors' letter
Promotion of Gauteng Based companies	5	2	Bidder must submit a valid copy of a BEE/CSD/CIPC registration documents and Municipal account or lease agreement
<b>Total Points</b>	<b>100</b>	<b>100</b>	

Failure by the bidder not to submit proof or documentation required in terms of this tender, will forfeit preference points claim for specific goals.



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## **9. HIGHLY RECOMMENDED BRIEFING SESSION**

The bidders are requested to attend highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

## **10. SUPPLIER PERFORMANCE MANAGEMENT**

Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, Gauteng Department of Health: Contract Management must be informed for corrective action.

## **11. CESSION**

Neither party must have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organization without the prior written approval of the other party.

## **12. QUALITY**

Products must conform to the quality requirements as stipulated in the Terms of Reference.

## **13. USE OF FLUID CORRECTING SUBSTANCES**

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

## **14. RIGHT AND OBLIGATION**

The Service Provider is required to:

- a) Conduct business in a courteous and professional manner.  
The GDoH shall:
  - a) Conduct business in a courteous and professional manner with the Service Provider.
  - b) Not accept responsibility for any damage suffered by the Service Provider or their personnel for the duration of the contract.
  - c) Not accept any responsibility for accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

## **15. PAYMENT TERMS**

- a) Section 38(1) (f) of the PFMA and Organ of state must settle all contractual obligations and pay all money owing, including inter-governmental claims, within the prescribed or agreed period.
- a) It is compulsory for the successful bidder/s, on award, to register for GPG Electronic Invoice Submission and Tracking.
- b) Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.



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- c) Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract.
- d) Please note that no deliveries should be made unless an official and authorized order form has been received from the Gauteng Department of Health.
- e) The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.
- f) All queries regarding outstanding payments must be directed to the relevant institutions.
- g) Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The original must be sent to the Gauteng Department of Health and one copy to the End-User / Institution.
- h) The payment for the service rendered will be determined by the overall amount of the area or square meters treated per day.
- i) A call out for pest control services must be billed as per the agreed price on the contract.

## **16. TRAVEL**

The Gauteng Department of Health will not be liable for any costs incurred by the bidder during the bidding process.

## **17. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

## **18. FRONTING**

- b) The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- c) The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- d) Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such an enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- e) Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor conducting business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.





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## **19. PRODUCT ADHERENCE / CHEMICALS AND EQUIPMENT CHANGE**

- a) In the event where a bidder offers a specific chemical and equipment against a product and the product is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the transversal contract period.
- b) In the event that the chemical and equipment is discontinued and/or replaced with a new chemical and equipment, Gauteng Department of Health Contract Management must be notified of such an occurrence and upon approval, an official amendment will be issued. The Supplier is required to submit supporting documents from the manufacturer substantiating the changes.
- c) It must be noted that the new chemicals and equipment will be required to undergo the evaluation process prior to receiving approval by Gauteng Department of Health.
- d) The new chemicals and equipment must adhere to the technical specification for the product. The quality of the product must not be lower than the initially awarded product.
- e) Furthermore, Suppliers are to take note that the price of the new chemical and equipment should not be higher from the current contract price of the original product.
- f) Suppliers are not allowed to deliver a new chemical and equipment other than the awarded to the supplier prior to an approval of brand change from the Gauteng Department of Health.

## **20. CONTRACT PERIOD**

The contract period shall be for a period of three years.

## **21. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL**

- a) Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.
- b) The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- c) A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

## **22. THIRD PARTIES**

- a) Participating authorities will not make payment to or consult regarding orders with a third party.
- b) The department will only engage with the awarded service provider not the third party.
- c) No third party is entitled to put an account on hold.

## **23. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration under any circumstances and where applicable, be returned unopened to the bidder.





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## **24. COSTS**

The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.

## **25. EMPOWERMENT OF COMMUNITY**

The appointed bidder must give preference to community members that reside in the Health District within which pest control services will be rendered.

## **26. VALIDITY PERIOD**

After receipt of the bids and the closing of the tender, the Bid Evaluation Committee of the Gauteng Department of Health shall evaluate all the bids within the validity period of 120 days during which the tender shall be held valid. Each bid will be evaluated and compared to all the other bids.

## **27. PRICING SCHEDULE (See annexure A)**

- a) The bidders have an option to bid and completely quote for any of the five (5) Districts they have selected.
- b) All prices must include Value Added Tax.
- c) The bidder must ensure that the pricing schedule is completed according to the required information.
- d) The bidders must only fill in the pricing schedule for the district/s they are bidding for.
- e) The monthly service fee must include staff costs, travel, insecticides, chemicals, baits, staff PPE, equipment and all other incidentals applicable to the service.
- f) Failure to comply with the bid will lead to the bidder being disqualified.

## **28. THE CONDITIONS OF THE BID AWARD**

- a) The Gauteng Department of Health reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
- b) The Gauteng Department of Health reserves the right to award the bid for each of the five Gauteng Department of Health Districts, namely Johannesburg, West Rand, Ekurhuleni, Sedibeng and Tshwane.
- c) Gauteng Department of Health reserves a right to award one bidder to more than one district to enhance service continuation.
- d) Preference will be given to bidders within the Gauteng Province.
- e) The successful bidder must be tax compliant at the awarding of the tender.
- f) The Gauteng Department of Health reserves the right to award bidders that have scored the highest points on price and specific goals per district.
- g) Bidders must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- h) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted range.
- i) The successful bidder must have a Safety File and it should be made available upon request.



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- j) The Gauteng Department of Health reserves the right to extend and include additional facilities (new facilities, extension of facilities, and relocation of premises). The same quoted square meter rate shall apply to the additional facilities thereof.
- k) The Gauteng Department of Health reserves the right to withdraw the pest control services from facilities declared redundant/ closed.
- l) The department reserves a right to do verification of the validity of documents.
- m) The successful bidder must comply with the Unemployment Insurance Fund (UIF) before award of the tender.
- n) The successful bidder must comply with the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (no 130 Of 1993) (COIDA) before award of the tender.

## 29. ENQUIRIES

### Technical Enquiries:

Ms. Christina Mnisi:

Email: [Christina.Mnisi@gauteng.gov.za](mailto:Christina.Mnisi@gauteng.gov.za).

### Administrative Enquiries:

Thabisile Matsebula

Email: [Thabisile.Matsebula@gauteng.gov.za](mailto:Thabisile.Matsebula@gauteng.gov.za)



# Provincial Supply Chain Management

## Financial Statements

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### 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.

**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.

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

Js General Conditions of Contract (revised July 2010)