



Provincial Supply Chain Management

Request for Proposal

Page 1 of 3

| | | | | | | | | | | | | |
|---|----------|--|----------|--|-----------------------------------|--|--|--|----------|-------------|----------|--|
| RFP NUMBER | | | | | | | | | | | | |
| RFP DESCRIPTION | | | | | | | | | | | | |
| CUSTOMER DEPARTMENT | | | | | | | | | | | | |
| CUSTOMER INSTITUTION | | | | | | | | | | | | |
| BRIEFING SESSION | Y | | N | | SESSION COMPULSORY | | | | Y | | N | |
| | | | | | SESSION HIGHLY RECOMMENDED | | | | Y | | N | |
| BRIEFING VENUE | | | | | DATE | | | | | TIME | | |
| COMPULSORY SITE INSPECTION | Y | | N | | DATE | | | | | TIME | | |
| INSPECTION ADDRESS | | | | | | | | | | | | |
| TERM AGREEMENT CALLED FOR? | Y | | N | | TERM DURATION | | | | | | | |
| CLOSING DATE | | | | | CLOSING TIME | | | | | | | |
| TENDER BOX LOCATION | | | | | | | | | | | | |
| GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01. | | | | | | | | | | | | |

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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| SUPPLIER INFORMATION | | | | | |
|---|--|--|--|---|------|
| COMPANY NAME | | | | | |
| 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: | | CENTRAL SUPPLIER DATABASE No: | | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 | |

| | | | |
|--|--|-------------|--|
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



Provincial Supply Chain Management

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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

| | |
|-------------------------|--|
| DEPARTMENT | |
| CONTACT PERSON | |
| TELEPHONE NUMBER | |
| FACSIMILE | |
| E-MAIL ADDRESS | |

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

| | |
|-------------------------|--|
| DEPARTMENT | |
| CONTACT PERSON | |
| TELEPHONE NUMBER | |
| FACSIMILIE | |
| E-MAIL ADDRESS | |

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

| SERVICE BASED | Y | N | | TERM BASED TYPE | Y | N | | VALUE BASED TYPE | Y | N | |
|-----------------------|----------|----------|--|------------------------|----------|----------|--|-------------------------|----------|----------|--|
| | | | | | | | | | | | |
| VALUE BASED | Y | N | | | | | | | | | |
| QUANTITY BASED | Y | N | | | | | | | | | |
| TERM BASED | Y | N | | | | | | | | | |



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 of20.....

.....

.....

Name of data subject/ designated person

Signature

.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:



Provincial Supply Chain Management

RFP Point System

Page 1 of 1

| RFP NUMBER | | CLOSING DATE | |
|-----------------|--|--------------|--|
| VALIDITY OF RFP | | CLOSING TIME | |

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2022 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

| | | |
|--|---|--------------------|
|  GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> | |
| | Bid Commitment and Declaration of Interest | 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 interest¹ in the enterprise, employed by the state?

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

| | |
|---|--|
|  <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p> | <h1 style="margin: 0;">Provincial Supply Chain Management</h1> |
| <h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2> | <h2 style="margin: 0;">Page 2 of 3</h2> |

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

2.2.1 If so, furnish particulars:

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Filename:RFP4GPT (SBD4) Revision: 10 Release Date:24/10/2022

| | | |
|--|---|--------------------|
|  GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> | |
| | Bid Commitment and Declaration of Interest | Page 3 of 3 |

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

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

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

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

| | | | |
|------------------|--|-----------------------|--|
| Signature | | Date | |
| Position | | Name of Bidder | |

| | | |
|---|---|--------------------|
|  <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p> | <h1>Provincial Supply Chain Management</h1> | |
| | <p>Special Conditions</p> | <p>Page 1 of 3</p> |

| | |
|-----------------------------|--|
| RFP NUMBER | |
| RFP DESCRIPTION | |
| CUSTOMER DEPARTMENT | |
| CUSTOMER INSTITUTION | |

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

| | | | | | |
|----------------|--|---|--|--|--|
| Samples | | <p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p> | | <p>Bidders Briefing Session</p> | |
|----------------|--|---|--|--|--|

| | | |
|---|---|-------------|
|  <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p> | <h1>Provincial Supply Chain Management</h1> | |
| | <h2>Special Conditions</h2> | Page 2 of 3 |

EVALUATION METHODOLOGY

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

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

Stage 1

| Criteria for Functionality | Points |
|----------------------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | |

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

Stage 2

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

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

- Stage One-

- Stage Two-

| | |
|--|--|
|  <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p> | <h1 style="margin: 0;">Provincial Supply Chain Management</h1> |
| <h2 style="margin: 0;">Special Conditions</h2> | <p style="margin: 0;">Page 3 of 3</p> |

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE OF CONTRACT GT/GDH/015/2023 - THE PROVISION OF PHYSICAL SECURITY SERVICES TO ALL THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS.

ABBREVIATIONS

| | |
|--------------------|---|
| B-BBEE: | Broad Based Black Economic Empowerment |
| BEC: | Bid Evaluation Committee |
| BSC: | Bid Specification Committee |
| GCC: | General Conditions of Contract |
| GPG: | Gauteng Provincial Government |
| GPT: | Gauteng Provincial Treasury |
| GDoHI: | Gauteng Department of Health Institutions |
| PPPFA: | Preferential Procurement Policy Framework Act |
| QC: | Quality Control |
| SABS: | South African Bureau of Standards |
| SANAS: | South African National Accreditation System |
| SASSETA: | Safety and Security Sector Education and Training Authority |
| SANS: | South African National Standard |
| SCC: | Special Conditions of Contract |
| TCC: | Tax Clearance Certificate |
| VAT: | Value- Added Tax |
| SARS: | South African Revenue Services |
| CSD: | Central Supplier Database |
| PPR: | Preferential Procurement Regulation, 2022 |
| National Treasury; | Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section |



TERMS OF REFERENCE OF CONTRACT GT/GDH/015/2023 - THE PROVISION OF PHYSICAL SECURITY SERVICES TO ALL THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS.

1. THE PURPOSE

The purpose of this tender is to appoint service provider(s) to render the Gauteng Department of Health (GDOH) Institutions with a continuous 24 hours 7 days a week physical security services for the protection of state properties, officials, patients and armed/ response for a period of 36 months.

2. THE BACKGROUND

The Gauteng Department of Health depends on its personnel, information and assets to deliver services to its clients across the province. The department has a duty to implement security measures that will stand against any threat that might compromise the provision of services. The department has 259 facilities namely clinics, district, academic and specialised hospitals that need to be catered with physical security personnel. Recently the department experienced an increase of attacks against the departmental facilities, in certain instances intruders have approached our facilities armed. The physical provision of security will add to other layers of security currently employed in different institutions.

The Gauteng Department of Health Directorate: Security Services has overall control of the security contract and manages the security function at each public health facility. One of its primary responsibilities is to manage the day-to-day activities of the contracted security guard force in co-operation with the institutional security manager or designated official.

The objective of the Gauteng Department of Health Directorate: Security Services is to ensure credible and professional security services are maintained at all identified institutions and/or sites. All the Gauteng Department of Health Institutions will participate in the contract. The required Security Guarding Services must be provided at the listed Gauteng Department of Health Institutions; please see Annexure A.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

The bids 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).



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3.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract (SCC) are supplementary to 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.

3.3 Other legal prescripts:

The service offered shall in respect of all matters arising from the fulfilment of the contract comply with all laws and regulations as amended that are applicable to the services. In this regard, special reference is, inter alia made to the following acts and standards, which do not constitute an exhaustive list:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act no. 5 OF 2000
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework, 2019
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- h. Protection of Personal Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- l. Criminal Procedures Act, 1997, (Act51 of 1977), as amended
- m. Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- n. Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- o. Trespass Act 6 of 1959 (Act 6 of 1959)
- p. Information Act, 2002 (Act 70 of 2002)
- q. Labour Relations Act, 1995 (66 Of 1995)
- r. Employment Equity Act, 1998 (Act 55 of 1998)
- s. Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations

Note:

Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice.



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4 THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file in the format, as per Table 1 below.

Table 1: The Bid Format

| Part of Bid Submission | Required documents |
|------------------------|--|
| Part 1 | <p>Section 1: Technical Proposal of the tender.</p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Products information documents (such as catalogues, operating manuals, instruction leaflets, and other materials), in at least the English language.</p> <ol style="list-style-type: none"> a. SBD 01: Invitation to Bid Note: Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number) b. A valid copy of compliance certificate or Letter of Good Standing from the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (COIDA) (no 130 Of 1993) c. Valid copy of company registration with PSIRA d. Valid copy/ies of company owner/s or director/s registration with PSIRA. e. Valid copy of Letter of Good Standing with PSIRA. f. Valid certified ID copies of shareholders/Directors/Members g. Bidder must submit a valid proof of payment for compliance with the Provident Fund. h. Bidder must submit a valid copy of SAPS accreditation to use a firearm (Firearm competency certificates) and the firearms licenses issued by the SAPS in accordance with the Firearms Control Act 60 of 2000, i. In case where the arm response is sub-contracted, the sub-contracted company licence must be submitted together with the sub-contracting agreement. j. Proof of valid radio license with the Independent Communications Authority of South Africa (ICASA) k. In case where the radio licence is leased, or from the sub-contracted company radio license must be submitted together with the leased agreement l. Valid proof of company liability insurance cover of R10 Million for Category 1 to 3. m. Valid proof of company liability insurance cover of R1 Million for Category 4. n. All SBD's must be read, completed, signed where applicable and submitted. <ul style="list-style-type: none"> • SBD 1: Invitation to Bid • SBD 3.3: Price Schedule (including Annexure B, C, D or E dependent of bidder's chosen category) • SBD 4: Bidders disclosure |



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| Part of Bid Submission | Required documents |
|------------------------|--|
| | <p>Other Required Documents (non-mandatory):</p> <ul style="list-style-type: none"> o. Tax Compliance Status Pin <ul style="list-style-type: none"> • 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 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. p. Latest audited financial statements for the last two years. q. Copy of Central Supplier Database (CSD) Registration Summary Report r. Company or enterprise registration certified copy of municipality bill not older than three months or valid lease agreement. <p>NB: All mandatory documents Commissioned and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.</p> |
| Part 2 | <p>All the supporting documents of proof required for the Functionality Evaluation:</p> <ul style="list-style-type: none"> a. Company profile b. Training and development program plan c. Contingency plans d. Risk management plans e. Company Reference letters f. Contractual proof g. Contingency plan <p>And any other supporting document for the Functional Evaluation</p> |
| Part 3 | <p>Section 2: Financial Proposal of the tender. Completed Price Schedule documents.</p> <ul style="list-style-type: none"> 1) SBD 3.3: Price Schedule – Professional Services 2) Annexure B, C, D or E: Price Schedule (dependent on bidder's chosen category) <p>Note: Mandatory, failure to submit both abovementioned will result in the bid being disqualified</p> <ul style="list-style-type: none"> 3) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |



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5 THE SCOPE OF WORK

The successful bidder/s will be required to render security services to the Gauteng Department of Health (GDOH) Institutions to ensure safety to patients, assets, officials, and visitors which includes but not limited to the following primary duties:

- 5.1 The successful service provider must take all possible steps to ensure that the contract/intended execution of the contract will take place. These steps include, inter alia, the following:
 - a. The protection of property, persons at the intended sites.
 - b. The protection of officials, employees' visitors, patients
 - c. Protection against theft, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) on the site; and
 - d. The protection of information.
- 5.2 The successful service provider must provide the security personnel registered with PSIRA as required for the successful rendering of service as indicated on the Bill of quantities, as follows:
 - a. Security Officer, Grade A - Site / Area Manager
 - b. Security Officer Grade B –Supervisors
 - c. Security Officer, Grade C – Entry level: the security officers who shall execute the access control Security services at GDOH Institutions and its peripheral premises.
 - d. Trained Surveillance Officer / Control Operators
- 5.3 The successful service provider must provide armed/escort response services:
 - a. Armed /escort response vehicle must be available to the respective sites 24 hours /7 days a week and should be at most in three kilometres away from the respective site.
 - b. Armed /escort response should be linked to panic button.
- 5.4 The successful service provider must provide 24 hours 7 days a week unarmed guarding to ensure safety and security of all Gauteng Department of Health Institutions property assets, personnel, patients, and visitors.
- 5.5 The successful service provider must provide patrolling services such as patrol cars, inspection rounds and perimeter patrols.
- 5.6 The successful service provider must provide manning of access control on entrances and exit points.
- 5.7 The successful service provider must render screening by determining if a person is a legitimate visitor and if his/her reason for visiting the premises is valid. During this process, Security Officer must establish the authenticity of a person's identification document (ID).



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- 5.8 The successful service provider must provide escorting of visitors to ensure employees' and the GDOH assets safety (security personnel must remain in the vicinity of the visitor until he/she reaches the destination and where necessary until he/she leaves the premises).
- 5.9 The successful service provider must provide searching of all vehicles leaving and /or entering the premises i.e. no vehicle should leave the GDOH premises (offices, plant and reservoir) with goods without any proof of authorisation or delivery note from the relevant organisation/department.
- 5.10 The successful service provider must provide registering of all visitors entering all the GDOH premises (various register must be compiled for every visitor and the register must require full particulars of the visitor, visitor's vehicle registration and address).
- 5.11 The successful service provider must provide stationary for the recording of occurrences daily.
- 5.12 The successful service provider must provide inspection of all vehicles entering the GDOH premises including government cars.
- 5.13 The successful service provider must provide supervision of reporting and recording of any security breaches and violations activities to the institution management and SAPS.
- 5.14 The successful service provider must be on site 24 hours 7 days a week.
- 5.15 The successful service provider must Oversee all security activities performed by the deployed security personnel.
- 5.16 The successful service provider must handle all problems experienced with or by security personnel on site.
- 5.17 The successful service provider must attend and resolve all problems regarding the administration and human resources of security officers such as payment problems, social difficulties, challenges and other challenges that may arise.
- 5.18 The successful service provider must always ensure that adequate serviceable security equipment required on site is available and in working order, according to the terms of reference.
- 5.19 The successful service provider must provide any other ad hoc security related services
- 5.20 The successful service provider must liaise with the GDOH security manager and/or his/her duly authorised representatives.
- 5.21 The successful service provider must ensure that shortage of security officers is recorded in the occurrence book and reported by the supervisor to the GDOH and/or his/her duly authorised representative informed thereof. Any shortage of security officers will be deducted from monthly invoice. Continuous shortage of security guards may lead to contract termination.



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- 5.22 The successful service provider must ensure that officers are familiar and knowledgeable on how to handle different types of emergency situations.
- 5.23 The successful service provider must ensure that registers are clean, neat, legible and updated and handing over to the GDOH at all times.
- 5.24 The successful service provider must not provide information concerning GDOH activities to the public or news media by the service provider and his/her employees.

6 DELIVERABLES

- 6.1 The purpose of access control is to prevent unauthorised access and exit of persons/vehicles and bringing in dangerous objects in GDOH premises to ensure the safety and security of people, property, assets, and buildings.
- 6.2 The security officers must exercise control over the removal of the GDOH property and prevent unauthorised or forced removal of such property.
- 6.3 Assist the MEC, HOD and CFO including staff, visitors, and clients in the handling of emergencies and evacuate persons from the premises to safety. To prevent illegal occupation and vandalism of the GDOH premises.
- 6.4 During patrols the security officers must take notice of any irregularities (such as unauthorised persons trying to obtain access and/or persons trying to or already committing theft, vandalism or any other crime) refer Criminal Procedure Act, 51 of 1977, make an entry in the occurrence book and report it to his/her supervisor for further handling, or call for further assistance by way of telephone, radio or other suitable supplied communication device.
- 6.5 Security breaches must be recorded in the occurrence book and reported to the site supervisor/ manager.
- 6.6 All incidents must be reported to the GDOH Security Manager and/or his/her duly authorised representative immediately.
- 6.7 The norms/quality of the security service to be rendered must be in accordance with acceptable standards of the security industry (i.e., PSIRA Act). It is the responsibility of the service provider to ensure that personnel in his/her service always meet the requirements.
- 6.8 The service provider must ensure the continuity of the service to be rendered, allocate personnel to the specified sites.
- 6.9 Removal or exchange of any security personnel must report to the GDOH Security Manager and/or delegated official.
- 6.10 Staffing Required (The Area Manager and Security Officers)



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- 6.10.1 Area Manager and security officers must have undergone and passed formal security training as per Private Security Industry Regulatory Authority (PSIRA) and Safety and Security Sector Education and Training Authority (SASSETA) requirements.
- 6.10.2 At all times, the Area Manager and security officers must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending people.
- 6.10.3 Area Manager and security officers must at all-times present a dedicated attitude/approach to all, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staffed etc. or discourteous behaviour towards them.
- 6.10.4 Area Manager and security officers must be physically healthy and medically fit for the execution of their duties.
- 6.10.5 Area Manager and security officers must be registered as per PSIRA requirements.
- 6.10.6 Area Manager and security officers must sign an undertaking in which they declare that they will refrain from any act or omission which may be of detriment to GDOH.
- 6.10.7 Area Manager and security officers are prohibited from reading GDOH documents or records except when in line of duty.
- 6.11 The Security Service Provider must supply each employee with neat and clearly identifiable uniform, which will include matching raincoats and overcoats.
- 6.12 The Security Service Provider must supply each employee with a photo identification card. The card must have the following information:
- i) The name of the firm (company and company logo)
 - ii) The name of the employee
 - iii) The Identity Number of the employee
 - iv) The PSIRA number and should be always worn on his/her person whilst on duty.
- 6.13 Service and security aids are to be always in the possession of the officers while on duty, such as:
- i) Pocket Book
 - ii) Pen (Black and Red)
 - iii) Base and Handheld Radio (where applicable)
 - iv) Firearm (where applicable)
 - v) Quad bikes (where applicable)
 - vi) Golf carts (where applicable)
 - vii) Segway (where applicable)



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- viii) Batons, torches, hand cuffs and hand-held metal detector scanners (where applicable)
 - ix) Panic button
 - x) Any other aids required for security services.
- 6.14 The Security Service Provider must ensure that serviceable and service security aids are always available at each site where he/she renders a security service in terms of this contract.
- 6.15 The Security Service Provider must have a well-established and equipped (24) hour operational security control room.
- 6.16 Security service provider's responsibilities shall include but not limited to the following:
- 6.16.1 Service provider to facilitate meetings as follows:
 - a. Weekly meeting with his/her Area Manager
 - b. Fortnightly meetings with Area Manager and company directors
 - c. Monthly meetings with Security personnel
 - d. Quarterly meetings with Security Management and GDOH Security Manager.
 - 6.16.2 Ensures that all security staff understands the needs and expectation of the secondary clients (e.g., visitors) and primary clients (e.g., employees) of the GDOH.
 - 6.16.3 Ensure that all security staff understands the principle of Batho Pele and apply it throughout.
 - 6.16.4 The Security Service Provider must provide adequate security personnel as required by the GDOH for the successful rendering of security services on 24 hours' / 7 days a week basis throughout the contract.
 - 6.16.5 Ensure that security personnel present themselves well to the members and to the public and cooperate with the GDOH permanent security staff.
 - 6.16.6 The Security Service Provider will be held liable for any damages or loss suffered by the GDOH, because of the Security Service Provider's own and/or his/her employees' negligence or intent, which originated on the sites.
 - 6.16.7 The GDOH shall not be liable for any loss or damage of any nature to any of the Security Service Provider's properties or any items kept at GDOH head office and all institutions, even in cases where the loss originated because of negligence or intent on the part of the GDOH.
 - 6.16.8 The GDOH is indemnified against any loss, expenses or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and GDOH costs, that may be instituted against or incurred by the Security Service Provider, and which arise from or are the result



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of any act or connection with the execution of the services in terms of this contract which may result in the following cases:

- a. Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
- b. Damages to or destruction of any equipment or property of the Security Service Provider during the execution on their duties.
- c. Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include:
 - i) Illicit frisking, arrests and other illicit or wrongful deeds. The Security Service Provider shall be notified in writing of the particulars of each claim he is liable for.
- d. The Security Service Provider must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and / or damage ensuing from the obligations, and he/she must ensure that such insurance remains operative for the duration of this contract.
- e. A copy of such insurance contract shall be handed to the GDOH representative fourteen (14) days prior to the commencement of the service, failure to provide such may lead to summarily termination of the contract.
- f. The Security Service Provider may not, unless otherwise specified make use of any of the GDOH's equipment, aids and /or property, for purposes of compliance with the conditions of this contract.
- g. The Security Service Provider is responsible for the training of his/her personnel at the sites in respect of the application of the specification regarding the job requirements and the emergency plan applicable for the specific sites.
- h. The Security Service Provider 's personnel must always refrain from littering and must always keep the grounds occupied by them clean, hygienic and neat. The Security Service Provider shall, at the end of each shift, remove any litter caused by security officers.
- i. Under no circumstances are security personnel allowed to carry on any trading within the GDOH sites.
- j. The Security Service Provider shall not erect or display any sign, printed matter, paintings, nameplates, advertisement, articles, or objects of any nature whatsoever, in or against GDOH premises buildings or any part thereof without written consent from the GDOH.



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- k. Any sign, printed matter, printing, nameplate, advertisement, article, or object displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed by the GDOH and the Security Service Provider shall be held accountable and penalised.

6.17 Security officer's responsibilities:

- 6.17.1 The Security Officers must practice access control procedure in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).
- 6.17.2 The Security Officers must be responsible for the protection of MEC, HOD, Staff, patients, clients and property on site, and the protection of the said property against theft, fire, including offences referred to in schedule of the CPA, (Act 51 of 1977) and vandalism.
- 6.17.3 The Security Officers must protect GDOH information against any espionage and/or leakage thereof.
- 6.17.4 The Security Officers must be controlling or reporting on the movement of persons or vehicles through checkpoints and/or gates.
- 6.17.5 The Security Officers must conduct searches on the receipt or bringing in of goods into the premises and to require removal permits to verify authorization in this regard.
- 6.17.6 The Security Officers must patrol the premises of all the GDOH Institutions appointed for.
- 6.17.7 Respond to emergency situations.
- 6.17.8 Ensure that security registers are up to date and always kept legible and neat.
- 6.17.9 Escort employees who carry/transport valuable assets within the GDOH premises and be expected to escort visitors to their various destination within the GDOH premises.
- 6.17.10 Security Officers are prohibited to read any newspapers any private or any official documents not directly related to the execution of their duties.
- 6.17.11 Security Officers found guilty of any offence must be removed by the Security Service Provider from the applicable site immediately and be replaced by a competent and suitable security officer. The GDOH reserves the right to request the immediate removal of security officers who neglects their duties.
- 6.17.12 Security Officers must avoid any conflict with staff members or members of the public.
- 6.17.13 Security Officers must report any lost and found articles and goods to the GDOH Security Manager and/or his/her duly authorised representative.



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- 6.17.14 Security Officers who are under the influence of any intoxicating substance must not be allowed on site.
- 6.17.15 Act as an emergency officer during emergency situations until the arrival of GDOH security personnel and/or representatives.
- 6.18 Admission, Control Register and Forms:
- 6.18.1 Occurrence Books at the GDOH institutions:
The purpose of the occurrence books is to give an overall account of activities and inspections of the security officers and Area Manager as well as incidents that occurred at the GDOH site.
- 6.18.2 Compulsory Occurrence-Book Entries:
- a. The security personnel on duty must make the following entries in the occurrence books:
- (i) All listed routine procedures such as patrols undertaken, handing-over of shifts, etc.
 - (ii) The procedures followed must be mentioned, by whom and the time of commencement. These entries must be made clearly legible, in ink.
- 6.18.3 All occurrences must be described regarding the time of the occurrence and/or discovery thereof, the correct times involved, and relevant actions taken such as:
- a. Issuing and/or receiving of keys, indicating the time and by whom they were received or delivered. The unlocking of doors or gates, indicating the time and by who locked or unlocked.
 - b. The handing-over of shifts by mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing-over must sign the entries personally.
 - c. Reading of occurrence Book:
 - (i) After the taking-over of shifts, the Security Officers must make an entry declaring that they have read the occurrence-book in order to acquaint themselves with events that occurred during the previous shift and/or ongoing events or incidents.
 - (ii) All visits by the Area Manager and Top Management of the Security Service Provider: These entries must be done in red ink indicating date and time.
 - (iii) The GDOH must pass on in writing all necessary changes and/or additional requests in respect of the rendering of the services.
 - (iv) NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid, deleted, rectified, or



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continued by copied entries etc. It shall only be crossed out by a single line and initialled next to the incorrect part.

- d. Storage of Occurrence Books:
- e. The Security Service Provider shall hand over completed occurrence books to the GDOH which shall remain the GDOH's property.
- f. Information Book:
- g. The purpose is to inform the Security Officers of any additional information applicable to the duties of the Security Officers.
- h. Visitors Register (Entry Control for Visitors or Vehicles):
- i. The purpose is to record the detail of all visitors to the GDOH's premises. (These registers are to be supplied by the Security Service Provider).
- j. Staff and Visitors After Hours Register:
- k. The purpose is to record the detail of all authorised staff and visitors accessing and leaving the premises after hours. (These registers will be supplied by the Security Service Provider). Blank spaces after the last transaction on each page in this register must be crossed after the end of each day by drawing a horizontal line directly under the last persons' particulars from the left margin to the right margin, then to the bottom left margin and then horizontally again to the right margin where after the security officer must sign his/her particulars above the bottom horizontal line.
- l. Newspaper Register (where applicable):
- m. To provide for the receiving of newspapers (These permits will be supplied by the Security Service Provider).
- n. Pocketbook Requirement:
- o. During their turns of duty all security personnel must have a pocketbook in their possession. The following information must be noted down in:
 - (i) Reporting on and off duty
 - (ii) Time of occurrence or event
 - (iii) Extent of occurrence or event
 - (iv) Follow-up actions taken in respect of occurrence or events
- p. Copying into occurrence book:
- q. All relevant information noted down in the notebook must immediately or directly after return from a patrol, be copied into the occurrence book.
- r. Storage of pocketbooks:



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- s. The Security Service Provider must store the fully entered pocketbooks for a period of twelve months (These pocketbooks must be supplied by the Security Service Provider).
 - t. Duty list:
 - u. This list is to serve as proof, at all reasonable times that security personnel reported for duty.
 - v. Drawing up of Duty Lists:
 - w. Daily, Weekly or Monthly duty lists of all security personnel on duty must be drawn up by the Security Service Provider and kept in the security Control Room/gate house at each site where such service is rendered.
 - x. Change of Duty list:
 - y. Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book (These duty lists must be supplied by the Security Service Provider)
 - z. Duty Sheet (Job Descriptions):
 - aa. The security service provider must draft and issue job descriptions to all his/her security officers. The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract. The Security Service Provider must have available at the site a comprehensive duty sheet per duty or shift in accordance with this Contract. Such duty sheets must be updated by the security service provider if and when any changes to the duties of security officers occur in consultation with the GDOH Security Manager.
- 6.18.4 NOTE: The Security Service Provider must hand over all completed admission, control registers and forms to the GDOH Security Manager.
- 6.18.5 Provision of services in crisis situations:
Service Provider must, in consultation with the GDOH Security Manager undertakes to provide certain and reasonable number of security officers as required for the rendering of service at the sites.
- 6.18.6 The training of security officials:
- 6.18.7 All security officers and Area Manager must be trained in all aspects relating to the rendering and handling of equipment that they use with regards to this contract. The employer will be held responsible for any damages or injuries arising from any misuse or negligent use of such equipment by one of their "on site" staff members.
- 6.18.8 Annual refresher training should be provided to all security officers and Area Manager, and a training report in this regard must be provided to the GDOH.



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- 6.18.9 Training Program: All training program such as initial training, refresher training, and emergency training programs etc. should be accredited regarding the sectoral requirements and any other applicable acts and requirements in this regard. The cost will be for the Security Service Provider's account.
- 6.18.10 Supervisory visits, Inspections, and meetings:
- a. All Area Managers should be an appointed person(s) who perform such duties as stipulated below.
 - b. Area Manager should visit the site at least once a day and once after-hours including weekends and public holidays, preferable one visit before midnight and one visit after midnight at both premises (during which the occurrence book and posting sheets etc. must be signed indicating date and time of visits)
 - c. Formal meetings will take place with the GDOH Security Manager and/or his/her duly authorized representative during which minutes will be taken.
 - d. The Security Service Provider must submit a monthly report of security service which includes incidents, corrective action taken etc. to the GDOH Security Manager and/or his/her duly authorised representative.
 - e. A thorough inspection of the service shall be performed by the Security Service Provider and the GDOH Security Manager and/or his/her duly representative at least every three (3) months and the Security Service Provider must rectify any shortcomings which are pointed out by the GDOH Security Manager and/or his/her duly authorised representative.
 - f. The GDOH retains the right to inspect and monitor the service rendered by the service provider at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.
 - g. The Security Service Provider must immediately report any incident to the GDOH Security Manager and/or his/her duly authorised representative.
- 6.18.11 Replacement of contract security service personnel:
- a. The GDOH reserve the right to require from the Security Service Provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The GDOH will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.
 - b. The GDOH Security Manager and/or his/her duly authorised representative need to be informed of any replacements (security officers/Area Manager) that are made on sites.



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6.18.12 Remuneration of the security service provider:

- c. All fees claim applicable for the undertaking of this work are to be addressed to the GDOH Security Manager. Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider, except for any price adjustments as stipulated by the private security regulatory authority as per government gazette.
 - (i) The appointment amount for the project which is subjected to annual statutory increment in line with PSIRA pricing schedule shall be applied and will be effective on the 1st of September each year for the duration of the contract) claimable monthly for service rendered on submission of an invoice.
 - (ii) The original copies of the monthly fee claim together with tax invoices are to be delivered to GDOH Finance no later than the last day of each month.
- d. The GDOH shall transfer the funds due and payable to the Service Provider electronically or otherwise to the Service Provider within 30 (thirty) calendar days after submission of acceptable tax invoices.

7 ESTIMATED BILL OF QUANTITIES

For the purpose of bidding, this tender has been divided into four (4) categories across the province, where the security services are required, and institutions are grouped according to categories. The respective institutions with their required quantities are indicated on the Excel format of **Annexure A: Specifications, List of Institutions with Bill of Quantities (BOQ)**.

Bidders are **ONLY** allowed to bid for **ONE (1)** of the four (4) available categories and within the selected category, a bidder may bid for **ANY or ALL** the institutions listed within their (bidder's) selected category, as per Annexure A. Refer to the following applicable pricing annexures pertaining to the four (4) categories for guidance on completing and submission purposes:

- Annexure B: Category One (1) Pricing Schedule
- Annexure C: Category Two (2) Pricing Schedule
- Annexure D: Category Three (3) Pricing Schedule
- Annexure E: Category Four (4) Pricing Schedule



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Bidders are required to complete the respective pricing annexure pertaining to their selected category, refer to paragraph 11 Price Schedule.

NB: Failure to comply with the requirements outlined above will result in the bid being disqualified And will not be considered for further evaluation

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) and the Preferential Procurement Regulations, 2022 in two stages:

STAGE ONE

The first stage will be the evaluation of the bid on Mandatory **administrative compliance, desk-top evaluation and site visit evaluation**. During this stage of evaluation bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation.

STAGE TWO

The second stage of evaluation will be the 90/10 preference point system, where 10 points are allocated for preference and 90 points for price.

Stage 1A: Mandatory Administrative Compliance Evaluation

Stage 1B: Functionality Evaluation

Stage 1C: Site Visit Evaluation

Stage 2: Price and Preferential Points Evaluation

The bids will be evaluated according to the 90/10 preference point system, which is applicable to bids in excess of a Rand value of R 50 million (all applicable taxes included), where a maximum of 90 points will be allocated for price and maximum of 10 for specific goal in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations 5 of 2022 and the Gauteng Department of Health Preferential Procurement Policy, 2022.



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STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

All bids received will be evaluated for Stage 1A: Mandatory Administrative Compliance Evaluation.

Note: All the certified copies must have a date of certification and should not be older than 3 (three) months. Documents commissioned and/or certified copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.

- a. A valid copy of compliance certificate or Letter of Good Standing from the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (COIDA) (no 130 Of 1993)
- b. Valid copy of company registration with PSIRA
- c. Valid copy/ies of company owner/s or director/s registration with PSIRA.
- d. Valid copy of Letter of Good Standing with PSIRA.
- e. Valid certified ID copies of shareholders/Directors/Members
- f. Bidder must submit a valid proof of payment for compliance with the Provident Fund.
- g. Bidder to submit a valid copy of SAPS accreditation to use a firearm (Firearm competency certificates) and the firearms licenses issued by the SAPS in accordance with the Firearms Control Act 60 of 2000,
In case where the arm response is sub-contracted, the sub-contracted company licence must be submitted together with the sub-contracting agreement.
- h. Proof of valid radio license with the Independent Communications Authority of South Africa (ICASA)
In case where the radio licence is leased, or from the sub-contracted company radio license must be submitted together with the leased agreement
- i. Valid proof of company liability insurance cover of R10 Million for Category 1 to 3.
- j. Valid proof of company liability insurance cover of R1 Million for Category 4.
- k. All SBD's must be read, completed, signed where applicable and submitted.
 - SBD 1: Invitation to Bid
 - SBD 3.3: Price Schedule (including Annexure B, C, D or E dependent of bidder's chosen category)
 - SBD 4: Bidders disclosure

If a bidder does not meet any of the requirements stated above the bid will be disqualified and will not be considered for further evaluation.



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STAGE 1B: DESKTOP EVALUATION

Only bidders who have complied with all the Stage 1A: Mandatory Administrative Compliance requirements will be evaluated for Stage 1B: Desktop Evaluation.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 2 The Desktop Evaluation Scoring Table for the provision of physical security guarding services to all the Gauteng Department of Health Institutions for a period of 36 months.

Bidders to note that for the purpose of evaluation for category 1 and Category 2 to 4, table 2 is separated into 2 tables as follows:

- Table 2a for the bidders that are bidding for **Category 1**
- Table 2b for the bidders that are bidding for **Category 2 to 4**

Bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated further below.

The **minimum threshold score is 60 points out of 90 points** for functionality for both Category 1 and Category 2 to 4.

Bids that did not meet the **threshold of 60 points** will be disqualified and will not be considered for further evaluation.

Table 2a: Desktop Evaluation Category 1:

| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|-----------------------------|--|------------------|
| 1. Approach and Methodology | <p>1.1. Bidder to provide documented proof (written proposal) of background knowledge and understanding of the TOR with reference to the following elements:</p> <p>1.1.1. Purpose of the project</p> <p>1.1.2. Clients (GDoH)</p> <p>1.1.3. Security Services</p> <p>1.1.4. Security Equipment required.</p> <ul style="list-style-type: none"> • No proof of background understanding provided (0) • Knowledge and understanding of either one of the elements (4) | 10 |



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| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|---------------------------------------|---|------------------|
| | <ul style="list-style-type: none"> • No proof of staff development program provided (0) • Proof of staff training and development program plan on 1 of the courses (2) • Proof of staff training and development program plans on 2 of the courses (4) • Proof of staff training and development program plans on 3 of the courses (6) • Proof of staff training and development program plans on all 4 of the courses (10) | |
| <p>3. Risk Management Plan</p> | <p>3.1. Bidder must provide documented proof of risk management plan for physical security services within Health environment:</p> <ul style="list-style-type: none"> • How Risks will be identified (5) • Risks assessment plan (5) • Risks mitigation plan & how it will be implemented (5) | 15 |
| <p>4. Company Reference</p> | <p>4.1. Bidders must provide proof of signed testimonial letters on the letterhead for only successful projects together with the Purchase order or award/appointment letter performed at least from 2005 to date of a total contract value of at least R10 million from contactable references in respect of security services projects</p> <ul style="list-style-type: none"> • 5 and more projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references, (15 points) • 4 projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references, (12 points) • 3 projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (9 points) | 15 |



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| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|------------------------------|---|------------------|
| | <ul style="list-style-type: none"> • 2 projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (6 points) • 1 project signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (3 points) • No proof provided (0) | |
| 5. Company Experience | 5.1. Bidder to provide past contractual as proof of minimum years of experience: <ul style="list-style-type: none"> • 8 and more years of experience (20 points) • 6 > 8 years of experience (15 points) • 4 > 6 years of experience (10 points) • 2 > 3 years of experience (5 points) • 0 > 2 years of experience (1 points) | 20 |
| TOTAL POINTS | | 90 |
| THRESHOLD SCORE | | 60 |

OR

Table 2b: Desktop Evaluation for **Category 2 to 4:**

| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|------------------------------------|---|------------------|
| 1. Approach and Methodology | 1.1 Bidder to provide documented proof (written proposal) of background knowledge and understanding of the TOR with reference to the following elements: <ul style="list-style-type: none"> 1.1.1 Purpose of the project 1.1.2 Clients (GDoH) 1.1.3 Security Services 1.1.4 Security Equipment required. <ul style="list-style-type: none"> • No proof of background understanding provided (0) • Knowledge and understanding of either one of the elements (4) | 10 |



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| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|--------------------------------------|---|---------------------|
| | <ul style="list-style-type: none"> • Knowledge and understanding of either two of the elements (6) • Knowledge and understanding of either three of the elements (8) • Knowledge and understanding of all four elements (10) <p>1.2 Bidder to provide documented proof of contingency plan in case of labour unrest incidents by</p> <p style="margin-left: 20px;">1.2.1 Company personnel</p> <p style="margin-left: 20px;">1.2.2 National security strikes</p> <p style="margin-left: 20px;">1.2.3 Departmental personnel.</p> <ul style="list-style-type: none"> • Proof of contingency plan addressing either of the three elements above (1) • Proof of contingency plan addressing two of the three elements above (5) • Proof of contingency plan addressing all of the three elements above (10) <p>1.3 Bidder to provide detailed operational plan on how the sites would be managed and controlled during rendering of security services considering the following elements:</p> <ul style="list-style-type: none"> • Posting procedures (2) • Patrolling and control of access (2) • Communication and operating tools (2) • Reporting (2) • Management and supervision (2) • No proof of any of the operational plans provided (0) | <p>10</p> <p>10</p> |
| <p>2. Staff Training Plan</p> | <p>2.1 Bidder to provide documented proof of staff development program to ensure competence and required expertise other than PSIRA on all the points below:</p> <p style="margin-left: 20px;">2.1.1 Firearm handling training</p> <p style="margin-left: 20px;">2.1.2 SASSETA</p> | <p>10</p> |



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| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|---------------------------------------|---|------------------|
| | <p>2.1.3 Occupational Health and Safety</p> <ul style="list-style-type: none"> • No proof of staff development program provided (0) • Proof of staff training and development program plan on 1 of the courses (2) • Proof of staff training and development program plans on 2 of the courses (4) • Proof of staff training and development program plans on 3 of the courses (6) • Proof of staff training and development program plans on all 4 of the courses (10) | |
| <p>3. Risk Management Plan</p> | <p>3.1 Bidder to provide documented proof of risk management plan for physical security services within Health environment:</p> <ul style="list-style-type: none"> • How Risks will be identified (5) • Risks assessment plan (5) • Risks mitigation plan & how it will be implemented (5) | <p>15</p> |
| <p>4. Company Reference</p> | <p>4.1 Bidders must provide proof of signed testimonial letters on the letterhead for only successful projects together with the Purchase order or award/appointment letter performed at least from 2005 to date of a total contract value of at least R1 million from contactable references in respect of security services projects</p> <ul style="list-style-type: none"> • 5 and more projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (15 points) • 4 projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references, (12 points) | <p>15</p> |



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| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|------------------------------|---|------------------|
| | <ul style="list-style-type: none"> 3 projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (9 points) 2 projects signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (6 points) 1 project signed letter/s with Purchase order or award letter on a letterhead/s from contactable references (3 points) No proof provided (0) | |
| 5. Company Experience | Bidder to provide contractual proof of minimum years of experience for category 2 to 4: <ul style="list-style-type: none"> 5 and more years of experience (20 points) 4 > 5 years of experience (15 points) 3 > 4 years of experience (10 points) 2 > 3 years of experience (5 points) 0 > 1 years of experience (1 point) | 20 |
| TOTAL POINTS | | 90 |
| THRESHOLD SCORE | | 60 |

STAGE 1C: SITE VISIT EVALUATION

Only bidders who have met the threshold on Stage 1B: Desktop Evaluation will be considered for the Site Visit Evaluation.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding their business functionality and organisational capacity and operations during the evaluations of the bidder's operational site/s.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their site/s and co-operate with them and furnish the information they require.



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| CRITERIA | SCORING POINTS | POINTS ALLOCATED |
|----------------------------|---|------------------|
| | <ul style="list-style-type: none"> No evidence or documentation provided (0) Operational equipment in line with requirement on the TOR (5) Operational communication tools and 24-hour manned control room (5) Clearly identifiable personnel protective clothing including identification card (combat and corporate) (2) Posting system and contingency in case of absenteeism (2) Working procedure guidelines for guard functions (5) Risk assessment plan and reporting (4) | |
| 3. Customer Service | <p>3.1. Documented proof of how the organisation will monitor and ensure quality of their service.</p> <ul style="list-style-type: none"> No evidence or documentation provided (0) Customer complaints resolution system (2) Incident investigation and reporting (3) Weekly and monthly meetings and reporting (2) Daily inspection visits with evidence (3) Customer satisfaction survey questionnaire (2) | 12 |
| Total Points | | 51 |
| Minimum Threshold | | 31 |

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the site visit of evaluation will be considered for the price evaluation.

The bids will be evaluated according to the 90/10 preference point system, which is applicable to bids in excess of a Rand value of R50 million (all applicable taxes included), where a maximum of 90 points will be allocated for price and maximum of 10 for specific goal in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000),



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Preferential Procurement Regulations 5 of 2022 and the Gauteng Department of Health Preferential Procurement Policy, 2022.

Bidders are referred to the SBD 3.3 and Annexure A-E for the BOQ, Pricing Schedules and the SBD 6.1 for the Preference Point System

For this tender the Gauteng department of health will promote the enterprises located in the province of Gauteng in support of the RDP goals.

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 90 |
| SPECIFIC GOALS (enterprise located in the province of Gauteng) | 10 |
| Total points for Price and Specific goals | 100 |

Bidder to submit company or enterprise registration certified copy of municipality bill not older than three months or valid lease agreement together NB: Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.

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

The GDOH reserves the right to require of a bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required.

9 SPECIAL CONDITIONS

9.1 Penalties

In the event of security personnel not being posted or being absent from their point of duty after being posted or found sleeping on duty or for any other matter as indicated below, the following penalties shall apply and shall be deducted by the GDoH from the Security Service Provider:

| No. | Problem | Penalty |
|-----|-----------------------------------|---|
| 1 | Late posting of security officers | Applicable shift rate per hour times the number of hours/minutes security officer posted late |



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| No. | Problem | Penalty |
|-----|--|--|
| 2 | Short posting of security officers | Applicable shift rate times the number of security officers absent |
| 3 | No posting of security officers | Material breach of this contract, therefore clause 18 of this contract may apply |
| 4 | Security officer sleeping on duty | Applicable shift rate times the number of security officers sleeping on duty |
| 5 | Security officer under the influence of liquor/drug | Applicable shift rate times the number of security officers under the influence of liquor/drug and the security officer will be removed from the site. |
| 6 | No communication equipment on sites | Applicable shift rate times two. Also written warning- thereafter termination of contract may be considered. |
| 7 | Losses to the GDOH assets. | Service provider to reimburse the value of loss and one written warning. If same type of incident re-occurs, termination of contract may be considered |
| 8 | Non-attendance of monthly meetings | Written warning times three- thereafter termination of contract may be considered. |
| 9 | Non submission of monthly reports and supporting documentation | Applicable shift rate times one and a written warning. |
| 10 | No shift supervisory service | Applicable shift rate times one and a written warning |
| 11 | No occurrence book | Applicable shift rate times two and a written warning |
| 12 | No occurrence book entries made | Applicable shift rate times one and a written warning |
| 13 | Incorrect occurrence book entries. | Applicable shift rate times two and a written warning |
| 14 | Failure to report an incident | Applicable shift rate times two and a written warning |
| 15 | Post desertion/absconding | Applicable shift rate times the number of security officers affected and a written warning |
| 16 | Security officer without pocket book | 50% of applicable shift rate per hour times the number of security officers affected and a written warning. |
| 17 | Posting of guards not registered with PSIRA | Material breach of contract. |



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9.2 Cession

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

9.3 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.

9.4 Right and obligation

9.4.1 In order to safeguard the premises and/or vehicles and the contents thereof as well as the people therein or thereon the Security Service Provider must do this by the application of the Control of Access to Public Premises and Vehicles Act 53 of 1985.

9.4.2 Whilst conducting access the employees of the Security Service Provider must ensure that:

- (i) No property of the GDOH is removed from the premises without a proper letter of authorisation (Removal Permit) issued and signed by a person duly authorised by the GDOH.
- (ii) No official vehicle (or rented vehicle) of the GDOH may be removed from the premises without a properly signed and completed Vehicle Removal Register by the driver of such vehicle.
- (iii) All dangerous weapons. E.g. Fire arms (brought in the premises) must be declared and handed in for safekeeping (as a condition for entrance) at security against signature.
- (iv) No staff member and/or visitor may enter the premises after hours without proper permission by the GDOH Security Policy and/or the GDOH Security Manager and/or his/her duly authorized representative.

9.4.3 The Service Provider is required to:

- a. Conduct business in a courteous and professional manner.
- b. Provide the necessary documentation as requested prior to the Security Service contract being awarded.
- c. Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. Proof to be submitted within 14 days from awarding the contract by the successful Service Provider.
- d. Ensure that all personnel working under this contract are in good health and pose no risk to any personnel in the GDOH.



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- e. Comply with the GDOH security and emergency policies, procedures and regulations.
 - f. Ensure that all work performed and all vehicles and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the GDOH.
 - g. Maintain its equipment in good order so as to comply with the GDOH's occupational health and safety standards.
 - h. Ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract, as well as receive continuous training throughout the duration of the contract.
 - i. Ensure that Security Service Provider's security staff is familiar and knowledgeable on how to handle different types of emergency situations.
 - j. Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and logo that can be clearly identified from other Service Providers, GDOH personnel, etc. The GDOH reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.
 - k. Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.
 - l. Ensure that the GDOH is informed of any removal and replacement of personnel. For security reasons, the GDOH reserves the right to vet all personnel working under this contract.
 - m. Demonstrate his modus operandi to the GDOH with regards to supplies delivered to site.
 - n. Provide an on-site supervisor, available at all times.
- 9.4.4 The GDOH shall:
- a) Conduct business in a courteous and professional manner with the Service Provider.
 - b) Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
 - c) Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
 - d) Shall provide a storage facility (e.g. Guard room) for equipment and materials.



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9.5 Payment Terms

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

9.6 Lines of Communication and Reporting

The appointed Service Provider will be required to report to the designated GDOH official located at the Facilities Unit, who will be introduced to the successful Service Provider on appointment.

9.7 The conditions of the bid award

- a. The Gauteng Department of Health reserves the right not to award or cancel the bid.
- b. The Gauteng Department of Health reserves the right and discretion to determine how many institutions may be awarded to one bidder, considering the principles of procurement, as per Section 217 of the Constitution.
- c. The Gauteng Department of Health reserves the right to award the contract to a bidder that did not score the highest points.
- d. The Gauteng Department of Health reserves a right to award the contract to as many suppliers as possible per category in the local area to ensure that all the institutions have adequate and sufficient security services delivery.
- e. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- f. Bidders are required to register on the National Treasury Central Supplier Database.
- g. The Gauteng Department of Health will award the contract to service providers that are Tax compliant.
- h. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- i. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
- j. The successful bidder for category 1 to 3 will be required to re-submit the insurance cover of 10 million and successful bidder for Category 4 will be required to re-submit the insurance cover of 1 Million within seven days of appointment. Failure to submit will invalidate the contract.
- k. The Gauteng Department of Health will award the contract to service providers that are compliant with UIF.



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9.8 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder.

9.9 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.

9.10 Fronting

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises 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.
- b. 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.
- c. 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 enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. In line with Regulation 9 of the PPR, 2022, 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 to conduct 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.

9.11 Contract period

The contract period shall be for a period of 3 years.

9.12 Validity period

The period of validity is 90 days after the closing date.

9.13 Mergers, take overs and changes in supplier detail

- 9.13.1 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.



TERMS OF REFERENCE OF CONTRACT GT/GDH/015/2023 - THE PROVISION OF PHYSICAL SECURITY SERVICES TO ALL THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS.

9.13.2 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.

9.13.3 A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

9.14 Third parties

9.14.1 Participating authorities will not make a payment to or consult regarding orders with a third party.

9.14.2 No third party is entitled to put an account on hold.

9.15 Post award reporting

Historical Data:

All successful bidders maybe required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

10 TECHNICAL ENQUIRIES

All technical queries must be emailed to:

Mr. Thabiso Maluleke

Thabiso.Maluleke@gauteng.gov.za

All Bid Documents queries must be emailed to:

Mr. Sheriff Lecholo

Sheriff.Lecholo@gauteng.gov.za

11 PRICE SCHEDULE

Refer to the following Excel Annexures, pertaining to Pricing:

- Annexure A: Specifications, List of Institutions with Bill of Quantities (BOQ)
- Annexure B: Category One (1) Pricing Schedule
- Annexure C: Category Two (2) Pricing Schedule
- Annexure D: Category Three (3) Pricing Schedule
- Annexure E: Category Four (4) Pricing Schedule



TERMS OF REFERENCE OF CONTRACT GT/GDH/015/2023 - THE PROVISION OF PHYSICAL SECURITY SERVICES TO ALL THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF 36 MONTHS.

The bidders must complete the Price Schedule as follows:

- 11.1 Bidder is **ONLY** allowed to bid for **ONE (1)** of the four (4) identified Categories, as per Annexure A.
- 11.2 Bidder may bid for ANY or ALL of the identified institutions listed within their selected category, as per Annexure A.
- 11.3 Bidder must complete the appropriate Excel Pricing Schedule Annexure based on their selected category and submit a printout (hard copy) of their pricing schedule together with their bid proposal.
- 11.4 Bidder must also submit their selected and completed Excel Pricing Schedule Annexure electronically, which must be saved and submitted on a writable compact disk (CD-R) to ensure document security. The CD-R must be clearly marked with the Company Name and tender number.
- 11.5 Bidder must complete and submit the SECTION 2 PRICE (SBD 3.3: Price Schedule – Professional Services). Bidder must ensure that their price agrees to their Excel Pricing Schedule Annexure.
- 11.6 Bidder must ensure that their quoted prices are in line with the prescribed rates as regulated by PSIRA. Failure to comply will the bid will be disqualified.
- 11.7 The bidder must ensure that there are no discrepancies between the electronic (soft copy) version saved on the CD-R and the hard copy submission of the Pricing Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
- 11.8 Each bid proposal with the CD-R must be submitted in a one, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope

| | | |
|--|---|-------------|
|  GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> | |
| | Registered Supplier Confirmation | Page 1 of 1 |

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

| | |
|-------|--|
| DATE: | |
|-------|--|



Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)