 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		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, 2017, 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.



Provincial Supply Chain Management

Request for Proposal
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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											



Provincial Supply Chain Management

RFP Point System
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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, 2017 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.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bidder's Disclosure</h2>	<h2>Page 1 of 3</h2>

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>Provincial Supply Chain Management</h1>	
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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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:


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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)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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


Signature		Date	
Position		Name of Bidder	

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

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

- Stage One–

- Stage Two–

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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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 FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS

ABBREVIATIONS

B-BBEE: Broad Based Black Economic Empowerment

B-BBEE Controlled: A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.

B-BBEE Owned: A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.

BEC: Bid Evaluation Committee

BSC: Bid Specification Committee

DAFF: Department of Agriculture, Forestry and Fisheries

EFK: Electric Fly Catcher

EME: Exempted Micro Enterprise

GCC: General Conditions of Contract

GDOH: Gauteng Department of Health

GPG: Gauteng Provincial Government

GPT: Gauteng Provincial Treasury

HACCP: Hazard Analysis Critical Control Points

PCOs: Pest Control Operators

POPI: Protection of Personal Information Act

PPPPFA: Preferential Procurement Policy Framework Act

QC: Quality Control

QSE: A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

RFP: Request for Proposal

RoHS: Restriction of Hazardous substances

SABS: South African Bureau of Standards

SANAS: South African National Accreditation System

SANS: South African National Standard

SAPCA: South Africa Pest Control Association

SCC: Special Conditions of Contract

SDS: Safety Data Sheet

VAT: Value- Added Tax



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS

1. COPYRIGHT

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorized personnel stipulated by the GDH and the normal GDOH document control procedures are followed.

2. PURPOSE

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

3. BACKGROUND

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

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

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

The Gauteng Department of Health (GDOH) are divided into five Health Districts as follows:

Table 1: Five Districts

DISTRICT	HEALTHCARE INSTITUTIONS
1. Johannesburg	73
2. Tshwane	74
3. Ekurhuleni	65
4. West Rand	73
5. Sedibeng	63



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS

These Health Districts consist of healthcare institutions, Hospitals, Regional Pharmacies, Clinics, Emergency Medical Services (EMSs), Primary Health Cares (PHCs) and Forensic facilities as listed on paragraph 5.6.

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

4. LEGISLATIVE AND REGULATORY FRAMEWORK

The General Conditions of Contract (GCC):

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

4.2 The Special Conditions of Contract (SCC):

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

4.3 Other legal prescripts:

- a. The Constitution of SA, Section 217
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Open Tender Framework, 2019
- d. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- e. Protection of Information Act, 1982 (Act no 84 of 1982)
- f. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- g. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- h. Constitution of the Republic of South Africa, Act no 108 of 1996, section 24
- i. National Health Act no 61 of 2003



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS

- j. National Environmental Management Act no 107 of 1998
- k. Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act no 36 of 1947
- l. Occupational Health and Safety Act no 85 of 1993
- m. Hazardous Substance Act no 15 of 1973
- n. Medicine and Related Substances Control Act no 101 of 1965
- o. Health Professions ACT no 56 of 1974: Regulations defining the scope of the profession of environmental Health R 698 of 2009 as Amended
- p. Animal Protection Act no 71 of 1962
- q. Fertilizers; farm feeds agricultural remedies and stock remedies (Act 36 of 1947)

4.4 National standards

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

- ISO 9001:2015 / SANS 9001:2015 “Requirement for Quality Management Systems”

5. 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 2: 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. Product information documents (such as catalogues, operating manuals, instruction leaflets.), must be in English language.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 4: Bidder's Disclosure 3. Valid certified copy of a letter of good standing from the Department of Employment and Labour in respect of Compensation of Injury Diseases Act (COIDA). 4. Valid certified copy of Unemployment Insurance Fund (UIF). 5. In case of a trust, consortium or joint venture, an Agreement signed by all party representatives must be submitted.



GAUTENG PROVINCE
HEALTH
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	<p>6. All technicians performing structural pest control services must be registered Pest Control Operators (PCO) in terms of the Fertiliser, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947).</p> <p>7. The bidder must provide proof of membership with the South Africa Pest Control Association (SAPCA).</p> <p>8. The bidder must provide public Liability Insurance Certificate or letter of intent indicating the amount (from insurance company) of at least R5 million.</p> <p>9. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are 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> <p>10. Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).</p>
Part 2	<p>Section 2: Financial Proposal of the tender.</p> <p>Completed Price Schedule document, referred to as Annexure B of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a CD or memory stick.</p> <p>1. SBD 3.2: Price Schedule – Non-Firm Prices 2. Annexure B: Price Schedule 3. SBD 6.1 Preference Point claim</p>

6. SCOPE OF WORK

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

- Necessary initial inspections and treatments to bring under control any existing infestation by: - rodents, creepy crawlies, flying insects, critters and many others as explained in the following paragraphs.
- Monthly inspections of all harborages and likely harborage.



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- Identifying of pest infestation and specific pest species and treat them.
- Apply suitable remedy by using environmentally friendly controls.
- Using exclusion system or request that the client do alterations to keep pests out.
- Carry out frequent routine visits to ensure that prevention of possible pest infestation.
- Placement of monitoring devices and visual inspection of areas and implement action plan.
- Recording of all pest and service-related activities and update all reports and log sheets.
- Place on site a comprehensive pest management file containing service and company details

6.1 Building Specifications of Healthcare Institutions

6.1.1 Types of Buildings (Interior & exterior areas)

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

6.2 PEST CONTROL SERVICES

Table 3: Pest control services

ITEM NO	DESCRIPTION
1	Service required
	i) Necessary initial inspections and treatments to bring under control any existing infestation by: - rodents, general crawling public health pests, flying insects, biting insects, bees & wasps' removal, termites, snake's removal and bird's removal.
	ii) Monthly inspections of all healthcare facilities.
	iii) Placement, inspection and servicing of all monitoring devices i.e. cardboard bait stations (inside), plastic rodent tamper proof boxes (outside), trapping devices and electronic fly catchers (EFKs).
	iv) Only apply remedies that
	v) Registered for specific pest under ACT 36 of 1947 with an approved P NUMBER.
	vi) Must comply to Hazard Analysis Critical Control Points (HACCP) standards.
2	Schedule of services
	2.1 Monthly services (Inspect, treat, prevent and control)
	i) Rodent treatment i.e. rats & mice.
	ii) Crawling & flying insect treatment - should include, but not limited to fish moths, cockroaches, mosquitoes, ants, flies, termites, booklice, spiders, lice and bed bugs



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	2.2 Ad-hoc Services
	i) Bees & wasps' removal
	ii) Bird control
	iii) Sub-terranean termites' control
	iv) Snakes relocation
	Ad-hoc services: Call out for such services shall be billed as per the agreed price on the contract.

6.3 PEST CONTROL ACTIVITIES

6.3.1 Rodent Control

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

6.3.1.1 Exterior Rodent Control

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

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

6.3.1.2 Interior Rodent Control

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

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

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



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6.3.1.3 Inspection and Service frequencies for rodent activity:

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

- Quantity of rodent control devices and the areas of placement
- Measures to be taken when rodent monitoring indicates activity / infestation
- Measures to be taken when products are damaged / contaminated by rodents

6.3.1.4 Rodent Bait Stations & Trapping Devices

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

6.3.1.5 Rodent bait stations and monitoring devices

The Service Provider must supply rodent bait stations and monitoring devices once the contract start i.e. rodent tamper proof boxes, traps, EFK units, micro burst units.

Estimated quantities and costing thereof is structured according to each Health District (refer to Price Schedule).



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6.3.2 Insect Control

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

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

6.4 PEST CONTROL MONITORING DEVICES

6.4.1 The Service Provider must ensure that defective monitoring devices are either repaired or replaced, as the case may require, within 24 hours from the time it is reported.

6.4.2 Replacement of plastic tamper proof bait stations and electronic/portable fly catchers are quoted separately from the monthly services.

6.4.3 Requirements of electronic fly catchers:

- a. The units must be made with first-class workmanship throughout and must be free from defects that affect their appearance or can affect their serviceability (or both). All units must be of same design throughout.
- b. Coated steel or aluminium casing, cover grid made of steel or ABS plastic
- c. The unit must measure in height: 300mm to 450mm
- d. The width must measure: 100mm to 150mm
- e. The length must measure: 350mm to 650mm
- f. The power consumption must be 32W
- g. The weight must be 3 to 5kg
- h. The electrical supply must be: 220-240V. 1100mm electrical cable with plug to be included.
- i. Wall mounted, or Chain hanging
- j. 2 x 15Watt shatterproof long-life UV-A lamp
- k. 50 – 70m² Coverage area
- l. Catch specification-By means of shock mechanism or by means of temperature optimized glue boards
- m. Unit can be serviced without special tools.
- n. Unit to be services without special tools.
- o. Must have dead insect's collection tray – removable
- p. IP20 (safe to use in dry environments)
- q. Each unit will come with a standard manufacturer warranty of not less than 2years.



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6.4.4 Requirements of portable fly catcher (Non electric):

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

- a. Colour: Any
- b. Material: Plastic bucket (re-usable)
- c. Size: 5-10litre
- d. Weight: any
- e. Flies are attracted to the odour of the bait
- f. Flies enter the trap through the holes between the bait
- g. Flies are trapped and may not exit through the entry holes
- h. Once inside, all flies trapped must die from the effective bait
- i. Easy removal of dead flies from the bait
- j. Installation- Roof hanging or wall mounted

6.5 PEST CONTROL EQUIPMENT

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

6.6 PEST CONTROL REMEDIES (PESTICIDES AND RODENTICIDES)

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

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

6.7 PERSONNEL REQUIREMENTS

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



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6.8 STAFF UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

- 6.8.1 All staff must be in uniform when performing their duties within the premises of the health care facilities in GDoH.
- 6.8.2 Uniform must bear the company logo and name.
- 6.8.3 Staff must have full identification.
- 6.8.4 Suitable personal protective equipment should be worn during application of pest control remedies.
- 6.8.5 All Personal Protective Equipment (PPE) to be used during the pest control services must be in line with the SANS code 10206:2010 (Item 7) applicable to the pest control service.

6.9 LIST OF HEALTHCARE INSTITUTIONS

Table 4: JOHANESSBURG DISTRICT

No	Gauteng Department of Health Institutions	Square Meters (m ²)
1	Alex Base	80
2	Alexandra CHC	5 295
3	Alexandra Medico Legal (CFMS)	63
4	Ann Lasky Nursing College	5 000
5	Bara EMS	300
6	Barney Molokoane clinic	443
7	Bheki Mlangeni Hospital	20 357
8	Charlotte Maxeke Johannesburg Hospital	80 000
9	Chiawelo CHC	9 102
10	Chiawelo EMS Base	200
11	Chris Hani Baragwanath Academic Hospital	134 614
12	Chris Hani Baragwanath Nursing College	4 588
13	Cosmo city clinic	150
14	Diepkloof clinic	3 503
15	Diepkloof FPS	4 000
16	Diepsloot Base	100
17	Diepsloot south clinic	264
18	Discoverers CHC	9 714
19	Discovery EMS Base	3 00
20	Ebony Base	200
21	Edenvale Dental	60
22	Edenvale EMS Base	300
23	Edenvale Hospital	24 461



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24	Eikenhof clinic	1 378
25	Ennerdale ext. 9 clinic	2 879
26	Eyethu yarona clinic	192
27	Helen Joseph Hospital	28 490
28	Hillbrow CHC, Pink building, Shandukani, Ward 21, stores, Regional Pharmacy, Transport office, Medico legal and District office	62 083
29	Hillbrow EMS Base	300
30	Imbalenhle clinic	1 234
31	Imbalenhle EMS Base	1 200
32	Itireleng CHC	3 530
33	JCDI Dental	248
34	JDCI Dental	248
35	Jeep Street Clinic	497
36	Johannesburg FPS	2 500
37	Kliptown clinic	612
38	Lenasia EMS Base	700
39	Lenasia EXT 13 clinic	12 823
40	Lenasia south Base	700
41	Lenasia south CHC	13 730
42	Lilian Ngoyi CHC	7 123
43	Lillian Ngoyi CHC	7 123
44	Mandela Sisulu clinic	3 902
45	Meadowlands clinic	3 503
46	Michael Maponya clinic	5 206
47	Mofolo CHC	7 123
48	Mofolo EMS Base	300
49	Moroka clinic	2 643
50	Moroka clinic	2 643
51	Newlands dental	145
52	Nizamiya clinic	280
53	Noordgesig Clinic	946
54	Or Tambo clinic	328
55	Orange farm ext. 7 clinic	603
56	Orlando clinic	4 100
57	Orlando East Base	300



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58	Rahima Moosa Hospital	30 240
59	Sinethemba clinic	4 508
60	Sizwe hospital	17 157
61	South Rand Hospital	37 251
62	Stretford CHC	4 421
63	Tara hospitals	14 826
64	Thembelihle clinic	171
65	Tladi clinic	3 503
66	TMI Dental	100
67	Tshepiso clinic	200
68	Vlakfontein clinic	1 378
69	Wildebessfontein clinic	8 298
70	Witkoppen Base	200
71	Zola Base	100
72	Zola CHC	8 228
73	Zola gateway clinic	2 605
TOTAL		611 171

Table 5: TSHWANE DISTRICT

No	Gauteng Department of Health Institutions	Square Meters (m ²)
1	Adelaide Tambo Clinic	890
2	Block JJ Ems base	160
3	Boekenhout Clinic	555
4	Boikhutsong Clinic	589
5	Bophelong (Region C) Clinic	1 302
6	Bronkhorspruit Hospital	5 000
7	Bronkhorstspuit Clinic	253
8	Bronkhorspruit FPS	250
9	Cullinan Rehabilitation Centre	11 284
10	Dark City CHC	1 406
11	De Wagensdrift Clinic	3 431
12	Diloppe Clinic	317
13	Dr George Mukhari Academic Hospital	257 690
14	Dr George Mukhari Academic Hospital EMS BASE	40
15	Eersterust CHC	3 803
16	Ekangala Clinic	516



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17	Enkangala Ems Base	128
18	FK.T Motubatse Clinic	5 820
19	Ga- Rankuwa FPS	2 500
20	Ga-Rankuwa View Clinic	1 156
21	Holani Clinic	382
22	Jubilee Gateway Clinic	2 021
23	Jubilee Hospital	22 754
24	Kalafong Ems Base	150
25	Kalafong Hospital	21 401
26	Kameeldrift Clinic	320
27	Kanana Clinic	370
28	Kekana Gardens Clinic	3 431
29	Kekanastad CHC	683
30	Kgabo CHC	1 297
31	Kungwini Ems Base (Bronkhorspruit)	65
32	Ladium EMS base	30
33	Ladium CHC	9 496
34	Lebone College of Emergency Care	7 307
35	Mamelodi Ems base	80
36	Mamelodi Hospital	95 000
37	Mandisa Sicheka Clinic	3 054
38	Maria Rantho Clinic	750
39	Masakhane Cook-Freezer Factory	10 505
40	Masakhane Provincial Laundry	10 505
41	New Eersterus Clinic (Moretele)	1 987
42	Nokeng (Cullinan Ems base)	60
43	Odi Ems base	80
44	Odi Hospital	10 530
45	Onverwacht Clinic	310
46	Phedisong 01 Clinic	587
47	Phedisong 06 Clinic	377
48	Phedisong 4 CHC	1 372
49	Pretoria FPS	5 000
50	Pretoria West Hospital	5 700
51	Prinshof Ems base	200
52	Ramotse Clinic	590



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53	Rayton Clinic	1 323
54	Refentse Clinic	650
55	Refilwe Clinic	653
56	Rethabiseng Clinic	321
57	Sedilega Clinic	364
58	Skinner Clinic	917
59	Sokhulumu Clinic	345
60	Soshanguve 2 Clinic	620
61	Soshanguve Block JJ Clinic	2 066
62	Soshanguve Block TT Clinic	1 432
63	Soshanguve Block X Clinic	701
64	Soshanguve CHC	3 004
65	Stanza Bopape CHC	3 226
66	Steve Biko Academic Hospital	122 000
67	Suurman Clinic	1 093
68	Temba CHC	749
69	Temba Ems base	50
70	Tlamelong Clinic	936
71	Tshwane District Hospital	29 616
72	Zithobeni	1 931
73	Tshwane Rehabilitation Centre	44 246
74	Weskoppies hospital	83 000
TOTAL		812 727

Table 6: EKURHULENI

No	Gauteng Department of Health Institutions	Square Meters (m ²)
1	1st Avenue Dental	150
2	Andries Raditsela (Parkhome)	150
3	Andries Raditsela Clinic	390
4	ARV and CDU bulk pharmacy	3 800
5	Bertha Gxowa CBR (Community Based Rehabilitation)	285
6	Bertha Gxowa Hospital	19 558
7	Bertha Gxowa Hospital EMS District Office	2 500
8	Calcot Dlephu (Park Home)	150
9	Catlin Offices	4 500



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10	Dan Khubeka (Park Home)	150
11	Daveyton Main CD	1 570
12	Dawn park dental	100
13	Dry Storage Depot Pharmacy	3 800
14	Duduza Dental	80
15	Dunswart Provincial Laundry	13 025
16	Elsburg dental	80
17	EMS depot	800
18	Erin Rehab	60
19	Esangweni CHC	1 970
20	Ethafeni MOU	1 870
21	Far East Rand Hospital EMS Base	800
22	Far-East Rand Hospital	19 865
23	Geluksdal Dental	80
24	Germiston FPS	2 500
25	Germiston Gateway Clinic	850
26	Germiston rehab	650
27	Goba Clinic	1 870
28	Goba Clinic	1 870
29	Isabella Dental Clinic	80
30	Isabella Devilliers eastern sub-district	1 100
31	Jabulane Dumane CHC	1 870
32	Katlehong MMC	450
33	Katlehong North MMC Clinic	450
34	Kingsway Dental	100
35	Kingsway Dental	100
36	Kwa Thema CHC	2 670
37	Magagula Clinic	200
38	Mary Moodley CDC	1 270
39	Mental Health	180
40	Mofokeng Dental	80
41	Nigel pre-pack	1 500
42	NokuthelaNgwenya CHC	4 137
43	Northmead	150
44	Northmead Clinic	870
45	Philip Moyo CHC	3 370



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46	Phola Park CHC	1 870
47	Pholosong Dental	781
48	Pholosong Hospital	31 241
49	Pholosong Hospital EMS	80
50	Ramokonopi CHC	1 500
51	Reiger park dental	40
52	Reiger park Metal health	150
53	Rondebult	150
54	Spartan (Park home)	150
55	Spartan Clinic	970
56	Springs FPS	1 500
57	Tambo Memorial Hospital	29 733
58	Tembisa	197 699
59	Thelle Mogoerane Hospital	25 199
60	Thelle Mogoerane Hospital EMS Base	80
61	Travel Clinic	970
62	Tsakane Dental/ Rehab/ MMC/ Medico Clinic and Aurum)	1 105
63	Villa Heidi Offices	4 000
64	Vosloo Poly Dental/Rehab	350
65	Winnie Mandela Clinic	1 000
TOTAL		400 618

Table 7: WESTRAND DISTRICT

No	Gauteng Department of Health Institutions	Square Meters (m ²)
1	Azaadville Clinic	210
2	Badirile Clinic	180
3	Bekkersdal East Clinic	977
4	Bekkersdal Ems Base	50
5	Bekkersdal West & MOU	1 395
6	Blybank Clinic	635
7	Blyvoor Clinic	458
8	Bonalesedi Nursing College	14 443
9	Carletonville Central Clinic	403
10	Carletonville EMS Base	1 200
11	Carletonville FPS	1 000



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12	Carletonville Hospital	24 332
13	Deelkraal Clinic	177
14	District office	1 104
15	Dr Martinez Ramirez	470
16	Dr Yusuf Dadoo Ems base	850
17	Dr Yusuf Dadoo Hospital	4 768
18	Eden SCM	180
19	Eden SCM Pharmacy	180
20	Eden SCM Storage	210
21	Elandsfontein Clinic	180
22	Eric Ndleleni	490
23	Fanyana Nhlapo	553
24	Fochville Clinic	296
25	Fochville Ems Base	850
26	Glenharvie Clinic	283
27	Hands of Compassion Clinic	197
28	Itumeleng Clinic	340
29	Jan Maree Clinic	198
30	Khutsong East Clinic	259
31	Khutsong EMS BASE	45
32	Khutsong Ext.3 Clinic	516
33	Khutsong MOU & Main	1 166
34	Khutsong South Clinic	268
35	Khutsong West Clinic	216
36	Kocksoord Clinic	466
37	Kokosi Clinic	264
38	Kroomdraai Clinic	200
39	Krugersdorp Central Clinic	952
40	Land is Wealth Clinic	120
41	Leratong EMS Base	1 440
42	Leratong Hospital	31 596
43	Luipaardsvlei Clinic	120
44	M.L Pessen Clinic	791
45	Magaliesburg Ems Base	50
46	Maki Legwete Clinic	818
47	Mogale Clinic	949



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48	Mogale Sub District office	1 103
49	Mohlakeng CCMT	337
50	Mohlakeng Ems Base	45
51	Mohlakeng MOU & PHC	576
52	Muldersdrift Clinic	665
53	Munsieville Dental /Rehab centre	98
54	Noordheuwel Clinic	120
55	Odirile Maponya	440
56	P.J Maree Clinic	359
57	Randfontein Sub District office	254
58	Randgate Clinic	3 000
59	Rietvallei 2&3 Clinic	450
60	Simunye Clinic	679
61	Sterkfontein hospital	53 420
62	Tarlton Clinic	372
63	Thusanang 2 clinic	108
64	Thusanang Clinic	396
65	Thusong Clinic	375
66	Venterspost Clinic	308
67	Wedela Clinic	496
68	Welverdien Clinic	91
69	West Rand Ems District office	1 440
70	Westonaria Central Clinic	544
71	Westonaria Sub District office	534
72	Ya Rona Clinic	422
73	Zuurbekom Clinic	605
TOTAL		164 082

Table 8: SEDIBENG DISTRICT

No	Gauteng Department of Health Institutions	Square Meters (m ²)
1	Albertina Sisulu	332
2	Bantu Bonke	45
3	Beverly Hills	508
4	Bible school	38
5	Boiketlong	95
6	Boipatong CHC	1 055



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7	Boipatong sector 1 to sector 5	120
8	Boipatong sector 6	60
9	Boitumelo Clinic	399
10	Bophelong Clinic	1 204
11	Bophelong Ext	60
12	Devon EMS Base	90
13	Driehoek (Including Library Building)	705
14	EatonSide	38
15	Empilisweni CDC clinic (zone7)	1 961
16	Evaton Main Clinic	2 518
17	Evaton West	45
18	Heidelberg Clinic	271
19	Heidelberg EMS Base	210
20	Heidelberg FPS	250
21	Heidelberg Hospital	38 541
22	Helga Kuhn Clinic	1 353
23	Jameson Park	365
24	Johan Deo Clinic	1 187
25	Johan Heyns CHC	34 872
26	Kookrust	369
27	Kopanong Hospital	53 215
28	Lake Side Estate	45
29	Levai Mbatha CHC	2 533
30	Mamello	45
31	Market Ave	1 528
32	Meyerton EMS Base	100
33	Midvaal	417
34	Mpumelelo	283
35	Osizweni	521
36	Pontshong (Walkerville) Clinic	1 657
37	Ranvaal	463
38	Ratanda Ext 23 Clinic	305
39	Ratanda Ext 7	233
40	Ratanda Main	552
41	Rensburg	256
42	Retswelopele Clinic Sharpville	540



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43	Rietspruit clinic	561
44	Rustervaal Clinic	353
45	Sebei Motsoeneng Clinic	496
46	Sebokeng EMS Base	220
47	Sebokeng FPS	1 500
48	Sedibeng EMS District Office	270
49	Sedibeng EMS District Office	270
50	Sharpeville CHC	1 509
51	Sonderwater	60
52	Thusanang Clinic (P.home Kopanong H)	90
53	Thutuzela Care centre (at Kopanong H)	207
54	Tshepiso Clinic	408
55	Tshepong	38
56	Usizolwethu Clinic (Devon)	472
57	Vanderbijlpark EMS Base	210
58	Vereeniging EMS Base	110
59	Vischkuil	237
60	Zone 13	339
61	Zone 14	439
62	Zone 17	1 187
63	Zone 3	534
TOTAL		158 894



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7. 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, 2017 in two stages:

Stage 1A: Pre-Qualification Criteria

Stage 1B: Mandatory Administrative Responsiveness

Stage 1C: Functionality Evaluation

Stage 1D: Site Visit

Stage 2: Price and Preferential Evaluation

The 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for preference points (BBBEE level of contribution).

STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In accordance with the Preferential Procurement Regulations, 2017, par. 4(1)(b), the Gauteng Department of Health has decided to apply pre-qualification criteria to advance EME's. Therefore, only an EME may respond to this tender. The tender that fails to meet this criterion is an unacceptable tender. This tender is therefore advertised with a specific tendering condition that only one or more of the following tenderers may respond:

An EME is required to submit a valid copy of sworn affidavit signed by the EME representative and attested by Commissioner of Oaths.

Alternatively, the bidder is required to submit a valid copy of B-BBEE certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the



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Department of Trade and Industry on 24 April 2018 (This certificate serves as an affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013)

Bidders are encouraged to use the link below to access the sworn affidavit – B-BBEEE Exempted Micro Enterprise

Find the link below:

https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-EME-Gen.pdf

NB: Any bid which doesn't meet the requirement on the Prequalification Criteria will be disqualified.

STAGE 1B: MANDATORY ADMINISTRATIVE COMPLIANCE

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

1. SBD 01: Invitation to Bid
2. SBD 4: Bidder's Disclosure
3. A valid certified copy of the UIF Compliance Certificate – Unemployment Insurance Fund.
4. Valid certified copy of letter of good standing of Compensation of Injury Diseases Act – COIDA (10-digit Pin for COIDA)
5. Valid certified copy of structural Pest Control Operator (PCO) registration certificate from Department of Agriculture, Forestry & Fisheries (DAFF) in the field of structural pest control.
6. Valid certified copy of structural Pest Control Operator (PCO) registration certificate from Department of Agriculture, Forestry & Fisheries (DAFF) in the field of structural pest control. A minimum of three (3) PCOs is required for each of the five Health Districts and one (1) additional supervisor registered as a PCO to oversee all pest control teams servicing Health District/s.
7. A valid certified copy of South African Pest Control Association (SAPCA) membership certificate.

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



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STAGE 1C: FUNCTIONALITY EVALUATION

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 9: The Functionality Evaluation Scoring Table to provide Pest Control Services at all Department of Health Institutions for a period of three years.

The total scoring points for functionality is 26 points. The minimum threshold score of 18 points for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside. Note: Bidders must, as part of the bid documents, submit all the supporting documents for the functionality evaluation.

Table 9: The Functionality Evaluation Scoring Table to provide pest control services at all Department of Health Institutions

SCORING CRITERIA	DESCRIPTION	SCORING CRITERIA	SCORING POINTS
1. Company Experience in Pest Control Services in commercial/ business/ government/ corporate environment	1.1 Bidders must have a minimum of five (5) cumulative years of experience in delivery of Pest Control in corporate/ commercial environment.	<p>Format of letter:</p> <p>The reference letter/s must not be older than 3 months and must be on the letterhead of the previously serviced client and should reflect at least name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The reference letter must indicate the quality of the service rendered.</p> <p>Each reference letters from each different client will be scored points as follows:</p> <ul style="list-style-type: none"> Five years of experience (5 points) 	7



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		<ul style="list-style-type: none"> • Six years of experience (6 points) • Seven years of experience and more (7 Points) 	
2. Human Resource Capacity	2.1 Submit an organogram, a list, and certified copies of IDs.	<p>The bidder must provide the following:</p> <p>a) Organogram (1 point)</p> <p>b) Technical team as per region of interest List (1 point) The list provided are for each technical team allocated to a Health District. It must have the following columns (name and surname of the employees, contact number, qualifications, years of experience)</p> <p>c) Certified copies of IDs for the following technical team members not older than 3 months: (3 points)</p> <ul style="list-style-type: none"> • Licensed PCO's for each of the five Health Districts • Assistant PCO's for each of the five Health Districts • Experienced and competent technical supervisor (PCO) to manage teams <p>Each certified ID copy of the technical team will be scored as follows:</p> <ul style="list-style-type: none"> • Less than 2 certified ID copies (0 points) 	5



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	2.2 Skills Development Program	<ul style="list-style-type: none"> • Three certified ID copies (1 points) • Four certified ID copies (2 points) • Five and more certified ID copies (3 points) <p>The bidder must provide a proposed skills development program for all Assistant PCO's earmarked for this contract to be qualified as licensed PCO's at the end of the contract. (1 point)</p>	1
3. Environmental control & Quality Assurance	3.1 Proposed environmental plan for Pest Control Services must be inclusive of the following; Waste management, Method of application, Registration of chemicals and labelling and management of spillages and incidents	<p>1. Provide a proposed environmental plan for pest control services to demonstrate methods of application to be used in a health sector environment including all listed aspects. (5 points)</p> <p>2. If the bidder submit the pest control environmental plan with the first three requirements listed (Waste management, method of application and Registration of chemicals and labelling. (3 points)</p> <p>3. None submission of the plan will score (0)</p>	5
	3.2 Standard operating procedures (SOP) for monitoring & maintaining quality of services.	<p>1. Provide Company's approved standard operating procedures (SOP's) to monitor & maintain quality of pest control services. (5 points).</p>	5



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	3.3 Compliance with the Hazardous Substance Act 15 of 1973	2. Non submission of the SOP. (0) A valid certified copy of Hazardous Substance Licence in accordance with the requirements framed under the Hazardous Substance Act 15 of 1973. (3 points)	3
TOTAL POINTS			26
Minimum threshold			18

STAGE 1D: SITE VISIT

Only the sites of the bidders who have complied with the functionality evaluation will be evaluated.

The Gauteng Department of Health reserves the right to conduct a bidder site visit evaluation. The Department shall establish general information during the evaluation of the site regarding their business and organizational capacity and operations during the evaluations of the sites.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require. The overall score for site visit is 16 points. The sites will be evaluated, as per Table 10 below. The bids will be declared non-responsive and set aside, if it does not meet the threshold of 11 points for the site evaluation.

Table 10: Site Evaluation

SCORING CRITERIA	DESCRIPTION	SCORING POINTS	SCORING POINTS
Availability of Pest Control Vehicles and equipment	Display Pest Control Equipment and Vehicles	1. Bidder to display all pest control related equipment and tools to render the service efficiently during the site visit. (2 points) 2. Availability of Vehicles (4 points) A utility van or a truck must be used to transport the pest control remedies.	6



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		<p><u>Vehicle requirements:</u></p> <p>A utility vehicle must be used to transport the pest control remedies (passengers and pesticides do not mix). Refer to the transportation of hazardous chemical goods in accordance with SANS and National Traffic Act 93 of 1996.</p> <p>The bidder must provide proof that vehicle/s was acquired or leased i.e. Vehicle Registration Certificate/RC1 or Vehicle Lease Agreement.</p> <p>A memorandum of understanding (MoU) is required between the bidder and Lease/ Rental Company to acquire vehicles for this contract.</p> <p>Number of vehicles will be scored based on availability thereof:</p> <ul style="list-style-type: none"> • No Vehicles - supported with a MoU (1 point) • 1 to 2 vehicles (2 points) • 3 to 4 vehicles (3 points) • 5 or more vehicles (4 points) 	
Pest Control Service Schedule & Treatment Reports	Provide a pest control service schedule & completed treatment report for previous treatments	<p>Bidder must provide a pest control service schedule outlining monthly services of the health facilities:</p> <p>a) Pest control schedule (2 points)</p> <p>Bidder must provide copies of a client endorsed treatment report showing bidders name, for previous treatment report from previous treatments conducted. The treatment report must not be older than five (5) years by the closing date of this bid.</p>	3



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		b) Completed treatment reports (1 point)	
1. Customer Care	Indicate the customer care procedures and measures, to ensure an effective pest control service.	The bidder must provide approved SOP's on how to handle customer complaints. (2 point)	2
2. OHS Compliance	1. Health and safety File 2. Safety Data Sheet for each pest control remedies	1. Bidder to provide a health and safety file onsite. (1 points) 2. Bidder to provide Safety Data Sheet for the following: a) rodenticides (2 points) and b) Insecticides (2 points) relevant to this bid.	5
TOTAL POINTS			16
Minimum threshold			11

STAGE 2: PRICE EVALUATION

The bids will be evaluated on price and preference according to the 80/20 points system.

The bid prices will be compared based on the total cost of ownership. The total cost of ownership will be the sum of the following prices:

- The unit price of the pest control services including pest control remedies.

The preference points will be allocated in respect of the B-BBEE Status Level of Contributor, as per Table 11.

A maximum of 80 points will be allocated for price and a maximum of 20 points for preference (B-BBEE level of contribution), as outlined in the Table 11.

The price points and the preference points will be added together to obtain the total score out of 100 points.

The bid that scores the highest overall points out of 100 will be the bid that scored the highest combined price points and preference points.



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Table 11: Price and B-BBEE preference points

AREAS		POINTS
Price		80
B-BBEE Status Level of Contributor	Number of Points	20
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-Compliant Contributor	0	
TOTAL		100

8. STAKEHOLDERS

Gauteng Provincial Treasury.
Gauteng Department of Health

9. HIGHLY RECOMMENDED BRIEFING SESSION

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

10. SUPPLIER PERFORMANCE MANAGEMENT

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

11. CESSION

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



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12. QUALITY

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

13. USE OF FLUID CORRECTING SUBSTANCES

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

14. RIGHT AND OBLIGATION

The Service Provider is required to:

14.1 Conduct business in a courteous and professional manner.

The GDOH shall:

14.2 Conduct business in a courteous and professional manner with the Service Provider.

14.3 Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.

14.4 Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

15. PAYMENT TERMS

15.1 Section 38(1) (f) of the PFMA an Organ of state must settle all contractual obligations and pay all money owing, including inter-governmental claims, within the prescribed or agreed period. In support of this it is compulsory for the successful bidder/s, on award, to register for GDOH Electronic Invoice Submission and Tracking.

15.2 It is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

15.3 Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.

15.4 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorized order form has been received from the Gauteng Department of Health.

15.5 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

15.6 All queries regarding outstanding payments must be directed to the relevant districts.



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- 15.7 Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The original must be sent to the Gauteng Provincial Treasury and one copy to the End-User / Institution.
- 15.8 The payment for the service rendered will be determined by the overall amount of the area treated per day.
- 15.9 The service will be required monthly and also as and when required which is referred to as adhoc services. Call out for such services must be billed as per the agreed price on the contract.

16. TRAVEL

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

17. COUNTER CONDITIONS

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

18. FRONTING

- 18.1 The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- 18.2 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.
- 18.3 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.
- 18.3 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.

19. CONTRACT PERIOD

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



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20. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

- 20.1 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.
- 20.2 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.
- 20.3 A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

21. THIRD PARTIES

- 21.1 Participating authorities will not make a payment to or consult regarding orders with a third party.
- 21.2 No third party is entitled to put an account on hold.

22. LATE BIDS

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

23. COSTS

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

24. EMPOWERMENT OF COMMUNITY

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

25. VALIDITY PERIOD

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



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26. PRICING SCHEDULE (See annexure B)

26.1 The Bidders have an option to bid for any or all Districts

Table 12: Districts

ANNEXURE B	DISTRICT
B1	JOHANNESBURG
B2	TSHWANE
B3	EKURHULENI
B4	WESTRAND
B5	SEDIBENG

26.2 All prices must include Value Added Tax.

26.3 The bidder must ensure that the pricing schedule is completed according to the required information.

26.4 The bidders must only fill in the pricing schedule for the district/s they are bidding for.

26.5 Monthly service fee must include staff costs, travel, insecticides, chemicals, baits, staff PPE, equipment and other incidentals.

26.6 Failure to comply with the bid will be disqualified.

27. THE CONDITIONS OF THE BID AWARD

- The Gauteng Department of Health reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
- The Gauteng Department of Health reserves the right to award the bid per each of the five Gauteng Department of Health Districts, namely Johannesburg, West Rand, Ekurhuleni, Sedibeng and Tshwane.
- Gauteng Department of Health reserves a right to award the bid to more than one bidder to service continuation.
- Preference will be given to bidders within the Gauteng Province.
- The successful bidder must be tax compliant at the awarding of the tender.
- Bidders must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted range.
- The successful bidder must have a Safety File and it should be made available upon request.
- The Gauteng Department of Health reserves the right to extend and include additional facilities (new facilities, extension of facilities, and relocation of premises). The same costed square meter rate shall apply to the additional facilities thereof.
- The Gauteng Department of Health reserves the right to withdraw the pest control services from facilities declared redundant/ closed.
- The department reserves a right to do verification on the validity of documents.



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28. ENQUIRIES

Ms Louisa

E-mail: Louisa.magabane@gauteng.gov.za

Mr Garneth:

Email: Garneth.Romain@gauteng.gov.za



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PROVINCIAL TREASURY
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Provincial Supply Chain Management

Registered Supplier Confirmation

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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:



GAUTENG PROVINCE
PROVINCIAL TREASURY
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Provincial Supply Chain Management

Tax Clearance Requirements

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IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 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

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Submission of Financial Statements

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

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted 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.

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)