

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID			Page 1 of 4					
BID NUMBER										
BID 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	
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

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	
FACSIMILE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



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INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



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



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INSTRUCTION TO BIDDERS

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	POINT SYSTEM	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Compulsory Briefing Session	Page 1 of 1

COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

BID NUMBER			
BID DESCRIPTION			
CLOSING DATE		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
BRIEFING SESSION	Y		N		DATE		TIME	
VENUE								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

--

CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME	
--------------------------	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

END USER STAMP

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	Page: 2 of 3

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

YES		NO	
-----	--	----	--

2.2.1 If so, furnish particulars:

--

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

YES		NO	
-----	--	----	--

2.3.1 If so, furnish particulars:

--

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

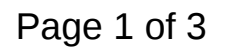
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	BIDDER'S DISCLOSURE	Page: 3 of 3

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature		Date	
Position		Name of the Bidder	





PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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STAGE 2

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

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	

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



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EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

Company Name	Date Established
--------------	------------------

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

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

Comments to include:

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

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

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



Terms of Reference:

GT/GDH/032/2026 - Appointment of Service Providers for the Leasing of Office Space, Warehouse, Emergency Communication Centre (ECC), EMS Base Station, and Information Repository for the Emergency Medical Services (EMS) Head Office & Wellness Clinic for a period of three (3) years

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Terms of Reference:

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ABBREVIATIONS

ABBREVIATION	FULL DESCRIPTION
GDoH	Gauteng Department of Health
GDoHI	Gauteng Department of Health Institutions
PFMA	Public Finance Management Act
BEC	Bid Evaluation Committee
BSC	Bid Specification Committee
ECC	Emergency Communication Centre
CCTV	Closed Circuit Television
EMS	Emergency Medical Services
GCC	General Conditions of Contract
GPG	Gauteng Provincial Government
GPT	Gauteng Provincial Treasury
PPPFA	Preferential Procurement Policy Framework Act
PFMA	Public Finance Management Act
RFP	Request for Proposal
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SANS	South African National Standard
SANRAL	South African National Road Agency SOC Ltd
SARS	South African Revenue Services
SAPS	South African Police Services
SCC	Special Conditions of Contract
TCC	Tax Clearance Certificate
TCS	Tax Compliance Status
VAT	Value - Added Tax
CSD	Central Supplier Database
PPR	Preferential Procurement Regulation, 2022
NT	National Treasury GPN: Gauteng Provincial Network
e-GOV	Department of e-GOV
OHS	Occupational Health and Safety
ISO	International Organization for Standardization
SACAP	(South African Council for the Architectural Profession
ESCA	Engineering Council of South African
SACQSP	Council for the Quantity Surveying Profession
SACPVP	South African Council for the Property Valuers Profession
SACPLAN	South African Council for Planners
SACPCMP	South African Council for the Project and Construction Management Professions



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1. PURPOSE

To appoint a suitably qualified and experienced service provider for the leasing of office space, inclusive of the Emergency Medical Services (EMS) Warehouse, Emergency Communication Centre (ECC), EMS Base Station, Information Repository, and EMS Head Office & Wellness for a period of three (3) years, with an option to extend month to month.

2. INTRODUCTION

The EMS directorate, especially its Emergency Communication Centre is more than just a system. It's the heartbeat of emergency response. It's the voice that answers when someone calls in fear, pain, or desperation. It's the bridge between crisis and care and every second matters. When someone dials for help, they're not just reaching out they're placing their trust in us. Any disruption in telephony or internet services doesn't just slow us down it can silence that call. And in emergencies, silence can be fatal. This isn't just about technology. It's about people. About lives. About families waiting for help that may never arrive if our systems fail. Downtime doesn't just impact service delivery; it exposes the organization to serious medico-legal consequences, but more than that, it risks our core promise: to be there when it matters most.

3. BACKGROUND

The Gauteng Emergency Medical Services (EMS) provides emergency medical care and transportation across the province. To enhance operational efficiency, the EMS Headquarters must be strategically located between the three metropolitan municipalities — Johannesburg, Ekurhuleni, and Tshwane — and the two districts, Sedibeng and West Rand.

The new headquarters must be located within 0 - 20km radius of other provincial law enforcement and disaster management agencies (e.g., SAPS 10111 Call Centre, SANRAL, and the Provincial Disaster Management Centre).

An integrated headquarters will consolidate administrative and operational functions under one roof, enabling improved coordination between divisions, enhanced communication, and greater efficiency through shared facilities and standardized protocols. The facility must also allow for scalability to accommodate future growth and technological advancements.

Core Functional Areas

- **Emergency Communication Centre (ECC):** Real-time call-taking, dispatch, and coordination.
- **Head Office Administration:** Executive management, sub-directorates, and leadership.
- **Warehouse:** Storage, logistics, and distribution of medical equipment and consumables.
- **Information Repository:** Data management, record storage (archiving), and analytics.
- **Wellness Clinic:** Staff wellness, medical surveillance and preventative healthcare services.



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- **EMS Operational Base Station:** Vehicle and crew deployment for operational readiness.
- **Business Continuity:** Offsite Disaster Recovery Centre
- **Information and Communication Technology:** Key Requirements

4. LEGISLATIVE AND REGULATORY FRAMEWORK

All contracts emanating from this bid will be subject to the General Conditions of Contract (GCC) as issued by the National Treasury under Treasury Regulation 16A and the Public Finance Management Act (PFMA), Act No. 1 of 1999.

The general conditions are available on the National Treasury website (www.treasury.gov.za).

Applicable Prescripts

- a. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- b. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- c. Preferential Procurement Regulations, 2022
- d. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- e. National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977)
- f. Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- g. Labour Relations Act, 1995 (Act No. 66 of 1995)
- h. Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996)
- i. National Health Act 61 of 2003
 - i. EMS Regulations relating to Emergency Medical Services.
- j. Health Professions Act 56 of 1974
- k. ISO 22301: 2019 -ISO standard for business continuity
- l. ISO 11799:2024: Information and documentation — Document storage requirements for archive and library materials
- m. South African Bureau of Standards (SABS), SANS 10400: 2022.
- n. Electronic Communication Act, (Act No 36 of March 2025)
- o. National Archives and Record Service of South Africa Act 43 of 1996.

NB. See Annexure K with additional Legislation.



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5. FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	Section 1: Technical Proposal of the tender: All the documents included in Section 1 must be read, completed, signed where applicable and submitted in the English language. a) Bidder to submit fully completed and signed SBD forms: • SBD 1: Invitation to Bid • SBD 4: Bidder's Disclosure b) Bidder to submit completed and signed GPG Integrity Pact for Business form. c) Bidder to submit valid proof of ownership of property – in the form of a copy of the Title Deed (or deeds documents) or proof of bank financing. In the case of a lease, a Power of Attorney letter/ lease agreement must be provided clearly indicating that the Bidder is authorized by the owner to conduct leasing business in the premises. The lease agreement must be signed by both parties. d) Bidder to submit a valid zoning or re-zoning certificate issued by the local municipality for the property. e) Bidder to submit a valid fire compliance certificate or proof of submission for renewal for the property. f) Bidder to submit an approved site development plans / building plans from the local municipality for the property. g) Bidder to submit the current and paid up, or arrangement with the local municipality on paying municipal account for the property. h) Bidder to submit a valid certificate of occupation certifying that the buildings meet all building regulation requirements issued by the local municipality or proof of submission for renewal for the property.



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	i) The bidder to submit a signed commitment letter confirming full compliance with all prescribed specification requirements as set out in this Terms of Reference and its Annexure A–K. j) Compulsory Briefing Session Certificate The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission on the closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified. Bidders will be required to sign the Briefing Session Attendance Register and will be issued a stamped briefing session certificate bearing the departmental stamp. No briefing session certificate will be issued to bidders who did not sign the attendance register. Bidders must complete, sign, and submit the briefing session certificate issued at the briefing session together with their bid documents before the closing date. Failure to sign the briefing session attendance register and to submit the signed briefing session certificate will result in disqualification. k) Tax Clearance 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. l) Copy of Central Supplier Database (CSD) Registration Summary Report
Part 2	All the supporting documents of proof required for the Functionality Evaluation: Bidder must refer to Table 3: Functionality Evaluation Criteria, on Stage 1B for all required documents under this stage of evaluation.



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Part 3	Section 2: Financial Proposal of the tender: The bidder must submit a hard copy with the file/bid documents as follows: a) Completed and signed SBD 3.3: Price Schedule – Professional Services b) Completed and signed copy of Annexure 1.A: Price Schedule c) Completed and signed hard copy of SBD 6.1: Preference Points Claim Form. d) Bidder to submit copy of their most recent CSD report.
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6. SCOPE OF WORK

The appointed service provider will be responsible for providing suitable facilities for the leasing of EMS operational infrastructure, comprising:

- EMS Warehouse and Offices
- Emergency Communication Centre (ECC)
- EMS Base Station
- EMS Information Repository
- EMS Head Office and Wellness Clinic (includes equipped Fitness and Wellness Centre)
- Business Continuity: Offsite Disaster Recovery Centre: Business Continuity.
- Information and Communication Technology: Key Requirements

6.1. Geographical and Structural Requirements

The facility must:

- Be centrally located to enable provincial coordination across all five districts.
- Preferable a standalone facility.
 - EMS Base should be positioned periphery with ease of access.
- Be situated in a clean-air industrial zone, free from environmental risks (for example, flood lines, dolomitic conditions and others).
- Be easily accessible within 2km via major roads and public transport.
- Be properly zoned, secure, and serviced with essential bulk infrastructure (water, electricity, sewerage).
- Not be older than 60 years and structurally sound.
- Allow for frontage branding visible from major routes.
- Be within a secured area, with CCTV coverage and access control.

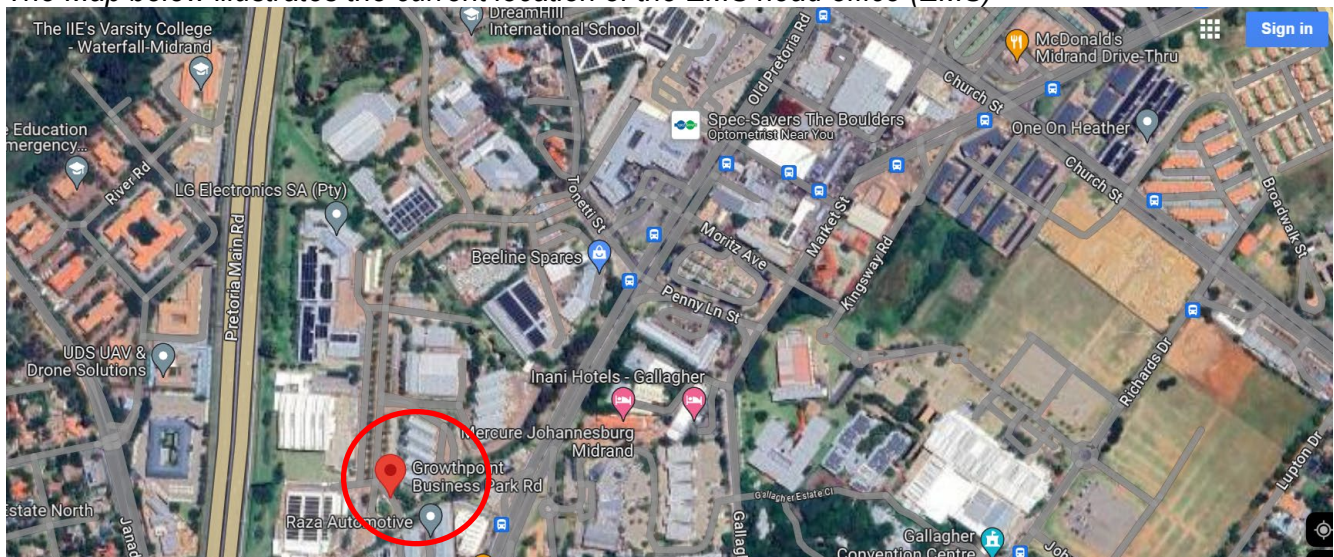


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The location should be approximately within 0 - 20km radius of the current EMS Head Office.

The Map below illustrates the current location of the EMS head office (EMS)



Key Stakeholders

- South African Police Services (SAPS) 10111 Call Centre
- South African National Roads Agency (SANRAL)
- Provincial Disaster Management Centre (PDMC)

6.2. Facility Specifications

Comprehensive details of space allocation and infrastructure requirements are contained in **Annexures A-E**.

Key highlights include:

- **Warehouse:** Approximately 20,000m² or 200,000m³, single-storey, compliant with OHS standards, HVAC-controlled (15–25°C), equipped with fire systems, CCTV, and forklift access.
- **Emergency Communication Centre (ECC) and Provincial Health Operations Centre (PHOC):** Approximately 10,000m², multi-storey, equipped for 24-hour operations and communication systems.
- **Head Office, Wellness Clinic and Administrative Offices:** Approx 4,916m², Dedicated Office spaces for management and support employees.



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- **EMS Base Station:** Dedicated areas for crew deployment, medical services, and staff wellness of approximately 184.08m²
- **EMS Information Repository:** Approximately 346m²
- **Parking:** Minimum of 150 covered bays/under cover and 10 uncovered bays for heavy-duty vehicles.
- **Business Continuity:** Minimum 60-seater offsite Disaster Recovery site with 12-seater management boardroom.
- **Information and Communication Technology:** Key Requirements are addressed on annexures F to K.

6.2.1. Warehouse

Single story warehouse which will result in optimum space utilisation (~ 20,000 m² or 200,000m³) and improved workflow from receipt to dispatch.

- a. Management office space to have continuous visibility for supervision.
- b. Adequately sized and separate receiving, dispatch, and quarantine areas within the warehouse with an approximately 5,000 m² external yard space for receiving truck and 5,000 m² for deliveries.
- c. No windows, adequate lighting, fluorescent lighting as medicines cannot be exposed to sunlight.
- d. Air handling units/ air conditioning/ HVAC for indoor temperature control within a range of 15 – 25 degrees Celsius
- e. Floors durable for heavy duty activities, impervious and easy to clean.
- f. Warehouse structure that is durable for all weather conditions.
- g. No surface wiring.
- h. 12 rooms of approximately 25 m² at receiving, dispatch and stores.
- i. Appropriately sized isles for electric forklifts about 3m wide and adequate areas for parking and charging forklifts.
- j. Fire protection and alarms, fire extinguishers and sprays sprinklers and fire hose reels
- k. CCTV with security control rooms and access control at all entry and exit points and throughout the warehouse and other areas
 - facial recognition cameras at the entry and exit points
- l. Archives for storage of 10-21 years of documents in an orderly manner.
- m. Entry and exit of trucks through separate gates with minimum of 10m wide.
- n. Emergency exits.



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6.2.1.1. Receiving and Dispatch Area

- a. Receiving area shall be provided with surveillance camera.
- b. Receiving bays to be covered by 4m long canopy.
- c. Each of the receiving bays has a platform approximately 1.2m height.
- d. To be fitted with strong roller shutter door.
- e. Rubber wall protectors.
- f. Space for a workstation and network points.
- g. Power and network points for receiving workstation.
- h. Separate entrance and exit.

6.2.1.2. Storage Area

- a. Wide open space.
- b. Suitable sized space between shelves for forklift movement.
- c. Heavy Duty Shelving compliant to Good Warehouse Practice (GWP).
- d. Shelves should be five pallet height.
- e. Two shelving racks put back-to-back.
- f. Provision for office spaces and workspaces.
Sufficient lighting and CCTV camera coverage.
- g. Sufficient power and network points.
- h. Separate caged area for schedule 6 approximately 10X10m.
- i. Separate caged area for high-risk items 10X10m.
- j. Expired stock Caged 5X5m.
- k. Waste Caged 5X5m.

6.2.1.3. Warehouse Layout

Layout of yard outside warehouse to accommodate the following:

- Staff and visitors Parking
- Incoming and outgoing trucks
- Distribution trucks parking

6.2.2. Emergency Communication Centre (ECC) and Provincial Health Operations Centre (PHOC)

- Call Taking – 50 seat capacity (single workstations with sound absorption partitions).
- Dispatch – 40 seat capacity (Spider or honeycomb shaped workstations - Separated in districts and Metropolitan cluster to have 8 stations, districts 5 workstations. Partitioning should have sound absorption with height of 1.8m.
- Supervisor workspace should be raised and have clear partitions.
- Recharge Zone – capacity 6 - Preferably 2-and-4-seater pods with power supply.



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- PHOC – 10 seat capacity.

6.2.3. Head Office, Wellness Clinic and Administrative Offices

Office space for admin block which should be single storey

Adequate and suitable administrative office space, some spaces may need to be enclosed due to the confidentiality of the document processed and stored. Office area at 15-25 m² per office for approximately 80 - 90% people (refer to annexure B and C).

6.2.3.1. Boardrooms and Training Rooms

- **CEO boardroom**
 - 1 x wall mounted 100" commercial interactive touch screen.
 - 30-seater boardroom table with ergonomic chairs.
 - AV system that can incorporate audio and video conferencing capability.
 - Recording to be enabled in all boardrooms.
 - Power and Network.
- **Media Briefing Centre**
 - 100-seaters with chairs and tables flexible enough to allow for quick reconfiguration into multiple seating layouts that include classroom style, u-shape, theater and cluster style.
 - Comfortable chairs.
 - Projector and 200" pull-down screen.
 - AV system that can incorporate audio and video conferencing capability
 - Recording to be enabled in all boardrooms.
 - Power plugs shall be installed against the wall on all four sides of the media briefing center.
 - Internet and Wi-Fi are enabled.
 - PA system with microphone and speakers.
- **Main Boardroom**
 - 1 x wall mounted '100' commercial interactive touch screen.
 - 40-seater boardroom table with ergonomic chairs.
 - AV system that can incorporate audio and video conferencing capability.
 - Recording to be enabled in all boardrooms.
 - Power and network.
 - Internet and Wi-Fi are enabled.



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- Microphone and speakers.

- **General Boardroom**

- 12-seater with boardroom table and ergonomics chairs
- Power and network
- Recording to be enabled in all boardrooms
- 60" LED monitor

6.2.3.2. Staff Canteen

- a. Provision for tuck shop.
- b. Space for vending machines/ coffee station/food preparation area
- c. Sufficient space for chairs and tables for 20 people.
- d. Must have toilets and handwashing facilities.

6.2.3.3. Wellness Clinic

- a. Provision of adequate space for staff wellness clinic with gym equipment: -
 - Treadmill, spinning bicycle, Elliptical trainer, rowing machine, skip ropes, leg extension, smith machine, weight plate, dumbbell, weights (all sizes), exercise mat, leg press, stability ball, foam roller, medicine ball, resistance band, battle ropes and others.
- b. All buildings and facilities must comply with the National Health Act 12 of 2013 as amended.
- c. Regulation R158, National environmental Health Norms and Standards, Occupational Health and Safety Act.
- d. All buildings and facilities must be subject to inspection by the environmental infrastructure and clinical staff from Gauteng Department of Health and must comply with Departmental requirements.
- e. Facilities must be accessible for people with physical disabilities or limitations such as gradient of stairs or fire escapes, toilets and showers and wheelchair ramps.
- f. Toilet per area must be wheelchair accessible.



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6.2.4. EMS Base Station

An EMS (Emergency Medical Services) base station is a vital hub that ensures people get fast, life-saving medical help when they need it most. It's where emergency teams operate from, making sure patients receive quick and high-quality care. There is clear prescription of minimum requirements of an EMS Station articulated in the National Health Act, 2003, Regulations relating to the Standards of Emergency Medical Services.

Roles and Responsibilities of EMS stations are not limited to the following below: -

- **Emergency Response:** These stations coordinate ambulance dispatch and manage emergency calls around the clock. Their job is to make sure paramedics are ready to respond 24/7.
- **Patient Care:** EMS teams provide critical pre-hospital care—assessing, treating, and safely transporting patients to hospitals. They're often the first link in the healthcare chain for anyone who's sick or injure.

6.2.5. EMS Information Repository

The EMS information repository is a central hub where all your important data, documents, and knowledge are stored in one place. It's organized and maintained so you can quickly find what you need, whenever you need it. The following key benefits for EMS: -

- **Quick Access:** No more searching through endless folders, everything you need is right at your fingertips.
- **Better Collaboration:** Share knowledge easily across teams and departments.
- **Improved Accuracy:** Keep information up-to-date and consistent for everyone.
- **Secure Storage:** Your data is protected with advanced security measures.
- **Time Savings:** Spend less time looking for information and more time getting things done.

6.2.6. Parking

Minimum of 150 hundred covered and 10 uncovered parking bays for heavy duty vehicles.

Bid proposal should have a detailed layout of the following types of parking areas i.e. Basement (if applicable), Shaded, Open parking bays, Delivery and/ or drop off zone and Disabled Parking. The EMS base requirements are as follows: Ten (10) Open Car Ports, Ten (10) Covered Parking (Normal Vehicles), and Twenty (20) Emergency Vehicles Covered Parking.

6.2.7. Ablution and Kitchens (see annexure)

- a. Accessible and adequate toilet and shower facilities must be provided for personnel.
- b. At least one hand basin per toilet and shower facilities.
- c. Bathroom and toilet doors must be lockable.
- d. Toilets for physically challenged people.



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6.2.7.1. Additional Requirements (which includes Legislative and other requirements)

- Compliance with all applicable fire safety, environmental health, and disability access standards including but not limited to Occupational Health and Safety (OHS), Green Public Procurement (GPP) and Global Warming Potentials (GWP) and accommodates people with disabilities. Health, safety, and ergonomic design should be given high consideration.
- Dedicated server room with temperature control, access security, and fire protection.
- Armoury compliant with the Firearms Control Act, 2000 (Act No. 60 of 2000) and SABS Codes 953/1 and 953/2.
- Maintenance Plan and Facility management services to be landlord responsibilities, specifying turnaround times, and conditions for EMS self-repair reimbursement.
- Provision of uninterrupted power and water supply supported by backup generators and reservoirs.

6.2.8. General building surroundings.

- a. 150 – 200 KVA standby generators for business continuity with seamless uninterrupted power supply (UPS).
 - A min 5kv UPS to be installed in server room to ensure compliance.
- b. Connections to fire pumps (hydrants) and booster connection.
- c. Security Guardhouse.
- d. Electric fencing.
- e. Assembly points (in accordance with OHS requirements).
- f. Green spaces and trees.
- g. Dedicated smoking area.

6.2.9. Roads

6.2.9.1 Road should accommodate easy movement of vehicles (small and large). Road Markings should be clear with visible signage and should accommodate heavy delivery vehicles.

6.3. Entrance/Exit gates (including Guard Houses).

- 6.3.1. Facial recognition cameras should be installed at the points to ensure ease of entry and exit
- 6.3.2. Entry and exit of trucks through separate gates with minimum of 10m wide.
- 6.3.3 With the covering roof both entrance and exit (Height to accommodate delivery trucks, and Fire trucks)
- 6.3.4. Guard house that must comply with the relevant guidelines (at least 1 unisex toilet, fitted with the security window with one-sided window, gun safe and general safe).
- 6.3.5. Security search areas at entrances and exits.



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6.3.6. Search room in Warehouse- entrance/exits areas

6.3.7. Armory and it must comply fully with the following:

- a. The successful bidder will be required to make provision for armory occupation and comply with Firearms Control Act 60 of 2000 as well as SABS code 953/1 and 953/2.
- b. Pigeonhole two-way lockable gun safes for 5 guns Property description Generic features applicable to the facility Office Types of recommended / acceptable facility / property set-up.

6.4. Water Supply

- a. Availability of hot (regulated) and cold-water supply.
- b. Have an uninterrupted water supply.
- c. There should be a water reservoir/back-up water supply(20-60kl).
- d. Water dispensers (for warehouse, ECC, information repository).

6.5. Occupational Health and Safety

- a. The service provider shall adhere to Occupational Health and Safety Act, National Building regulation (SANS10400: 2011), National Environmental Health Norms and Standards and Local Municipal By-laws.
- b. The premises, equipment and the facility itself shall be kept in a well-maintained condition i.e. clean, safe and in a satisfactory state of repair.
- c. Reasonable precautions must be taken to ensure that there are no physical health and safety hazards.
- d. Hot water taps and heaters must be thermostatically controlled.
- e. Electrical apparatus must be adequately secured in a safe position.
- f. Electrical wall plugs must have a safety cover for protection when not in use.
- g. Burglar bars for security purposes shall be in place.
- h. The premises must have secure perimeter fencing, preferably solid brick wall.
- i. All entrances to the care facility must be CCTV accessed.

6.6. Fire / Emergency Situations

- a. The facility must comply with the local municipal by-laws and regulations.
- b. Copies of the most recent inspection report from the fire department must be available.
- c. Emergency exit layout must be in place with clearly marked/ designated assembly point.
- d. Effectively placed and adequate fire-hydrants, fire-hose reels, fire extinguishers, fire escapes and emergency exit points must be provided and regularly checked and maintained. Fire-hydrants, fire-hose reels, fire, and extinguishers must be concealed at all times.



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- e. Fire detection/alarm system
- f. Fire suppression systems
- g. Evacuation alarm system with Automatic door unlocking
- h. Emergency assembly points
- i. Fireproof doors for Information Repository archive room, ECC Server room, Corporate filing room.
- j. The building must comply with Fire regulations in terms of Occupation Certificate.

6.7. Environmental Hygiene

- a. All structural, ablution and wash-up facilities, storage and general facilities requirements must be in accordance with National Environment Health Norms and Standards (2015) and Building Regulations.
- b. Structure to comply with National Building Regulations and Building Standards Act No. 103 of 1977 (as amended).
- c. A drainage system should be available and designed without open drains.
- d. A pest and rodent control programme must be implemented by a specialized service provider and records must be kept.
- e. Designated smoking areas to be identified although no smoking policy must be re-enforced.
- f. Health Care waste compliance according to the regulations.

6.8. Condition of the Property/Building compliance:

Property must be in good condition and habitable and must have the following documentation prior occupation:

- a. Certificate of occupation.
- b. Electrical installation certificate.
- c. Fire Fighting Equipment certificate.
- d. OHS and any other documentation EMS may require (e.g. SANS 1186-5).
- e. HVAC maintenance.

6.9. Property Information bid proposal should clearly outline the following:

- a. Physical address, stand/ERF number,
- b. Details of all partners to the offer,
- c. Detailed rental option,
- d. Tenant installation allowance,
- e. Building insurance information
- f. Facility Management allowance



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6.10. Type of Infrastructure for EMS Precinct

10.1.1. The proposed new development or existing facility set-up (It is a building which is fully covered and has parking bays and offices inside.

10.1.2. Perimeter fencing requirement (Any of the following type/s of fencing are acceptable for a warehouse set-up)

- a. Solid wall
- b. Palisade
- c. ClearVu **or equivalent.**
- d. Entrance and Exit (External Main gate into the facility)
- e. Physical Security for access control
- f. Guard house (Brick and mortar)
- g. Lockable gates
- h. Electric fence linked to an alarm system which is monitored both in-house and offsite
- i. Fully fenced by solid walls with barbed wire to limit outside viewing and entrance (minimum height required: 2.5 meters) and electric fence linked to an alarm system which is monitored both inhouse and offsite.

NB: The proposed development/project plan and property plan/sketch should first be discussed and agreed upon with EMS Facilities Management Unit prior to the implementation. Landlord contribution for tenant installation is compulsory.

6.11. Accessibility and Security features

6.11.1. Parking facilities requirements

- a. Minimum of 150 hundred covered and 10 uncovered parking bays for heavy duty vehicles.
- b. Bid proposal should have a detailed layout of the following types of parking areas i.e.
 - i. Basement (if applicable).
 - ii. Shaded.
 - iii. Open parking bays.
 - iv. Delivery and/ or drop off zone.
 - v. Disabled Parking.



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6.11.2. Main access to the building Proximity of the building to; (bidder to give a brief description or schematic/layout)

- a. Main Roads
- b. Pedestrian Walkways
- c. Amenities
- d. Public transport etc.
- e. Accessibility of offices or buildings must be user friendly for people with disabilities, internally and externally, in compliance with relevant Acts.
- f. Dual entry for normal vehicles versus service vehicles.

7. Information and Communication Technology (ICT):

7.1. Terms of Reference (ToR):

To design, document and manage an ICT Infrastructure enabling the EMS personnel to perform their function with optimal efficiency.

7.2. Scope of Work

- a. Design and document an ICT specification for inclusion in the Bid Specification document that will enable prospective bidders to assess their capability to host the EMS environment as specified, and allow them to respond accordingly.
- b. The document will provide an over-arching specification detailing the infrastructure required to provide an environment requisite to the total functionality of the EMS deployment – inclusive of network and communication, computer and storage, industry-based standards governing ICT workspace and general ICT requirements – as will be detailed in the BID Specification below.

7.3. Specification Requirements:

7.3.1. Electrical Power supply

Provide clean power and backup generator to ensure sustainable and continuous power to all the switching infrastructure, computers, server room and air conditioning units



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7.3.2. Telephone systems (ECC Production, ECC DR site and Backoffice Support and switchboard)

Implement a fully integrated, mission critical VOIP telephone system to support EMS ECC Production, ECC DR site and EMS Backoffice Support. The service provider must deliver a highly available, redundant and secure telephone platform that ensures uninterrupted emergency communications, seamless failover between ECC Production and ECC DR site, full call recording, priority routing for ECC emergency calls, and complete integration with ECC applications. The solution must provide reliable operator consoles, softphones, back-office telephones, and unified communications while meeting all EMS performance and regulatory standards. In addition, the telephone system must ensure that the ECC DR site can assume full operational functionality at any time with minimal manual intervention, including mirrored call flows, synchronized configurations, and redundant call handling capabilities. The back-office environment must also be fully supported with standard telephone features, switchboard/attendant console functions, unified communications, collaboration tools and call handling functionality necessary for back-office support operations without impacting or degrading the ECC performance. **Refer to Annexure J – Telephone System requirements**

7.3.3. Network Infrastructure (Refer to Annexure F)

7.3.4. ICT and Smart Building Infrastructure

The EMS facility shall be equipped with a fully converged, healthcare-grade ICT infrastructure designed to support Mission-Critical, 24/7/365 High Availability operations. All technology systems must be integrated into a unified IP-based architecture that ensures seamless interoperability, operational resilience, and future scalability. network infrastructure must be commissioned to allow for seamless connectivity to: -

- GPN infrastructure (WAN) – in conjunction with eGOV
- Redundancy to an alternative network must be catered for – example given, MTN or others.

7.3.5. Server room

- a. Server room should have at least 1.5m clearance in front and behind rack/s
- b. Ensure that the server room allows for extra space for a raised ramp to bring racks into the server room
- c. Service providers must ensure that the server room is not positioned anywhere near where there are waterworks, sewage pipes etc
- d. Health & Safety Building must comply with the required standards, OHS etc
- e. Provide a fully compliant server room, that is Fire and Waterproof with adequate temperature controls and access controls.

Refer to Annexure G – Generic SoW



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Refer to Annexure H – Data Centre Policy

7.3.6. Disaster Recovery Management

Given that the ECC is critical for emergency response, the DR site must ensure operational continuity, safety, and rapid functionality. This site must remain isolated from any event that may affect the primary production environment, be it from power, network, natural disasters or cyber incidents.

7.3.6.1. High Availability and continuity requirements:

The disaster recovery site must be engineered to take over all workloads immediately in the event of production failure.

While zero downtime cannot be technically guaranteed in all scenarios, the service provider must:

- Design for nearly zero downtime
- Support automatic or rapid workload failover
- Demonstrate failover capability during testing
- Provide real time replication for critical systems
- Provide documented handover process

7.3.6.2. Failover mechanism:

The service provider must implement automatic or manual failover mechanisms and ensure:

- Replication integrity.
- Secure access at DR site.
- Business continuity.

7.3.6.3. Testing and verification:

- Failover testing must be conducted quarterly (or when ECC applications are upgraded)
- A full disaster recovery invocation must occur annually
- The outcome of the pre-test and post-test invocation must be documented.

a. (Refer to Annexure I – DRP and Backup)



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7.3.7. ICT Requirements

Table 2:

Business Unit	Spec	Quantity
ECC and PHOC Desktops	⚡ Processor: Intel Core i7 Memory: 16GB Storage: 512 GB Graphics: NVIDIA GeForce	90
	Curved screens 40"	90
	Ergonomic Keyboard and mouse	90
	100" Commercial Touch Screen (Dashboard) Including a compatible Desktop.	6
Back Office Support desktops	Processor: Intel Core i7 RAM: 32GB SSD/Storage: 1TB Form-Factor: All-in-one Operating System 11 pro	50
Training Room desktops	Processor: Intel Core 7 RAM: 32GB SSD/Storage: 1TB Form-Factor: All-in-one Operating System 11 pro	30
	Touch screen Interaction (100" Display room)	1
	Teleconferencing facility that can incorporate both audio and video.	1
EMS Base Station	Processor: Intel Core i7 RAM: 32GB SSD/Storage: 1TB Form-Factor: All-in-one Operating System 11 pro	2



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7.3.7.1. IT Laboratory

7.3.7.1.1. Purpose and functional zoning:

- b. The lab must be able to accommodate 12 people at the same time.
- c. 4 X Testing and QA zone.
- d. 4 X repair zone.
- e. Small round table with 4 chairs.
- f. Storage cabinet for spare parts, tools, and cables.
- g. Adequate power outlet and power supply.
- h. White board.
- i. Dashboard screen 55".

7.3.7.1.2. Layout and space planning:

- L- shaped long wall to wall workspace.
- Ergonomics workspace and chairs.
- Anti-static mats.

7.3.7.1.3. Environmental and Physical Controls

- Biometric access control
- Centralized air-conditioning

7.3.7.1.4. IT Storeroom

- To ensure safe storage, easy retrieval, and environmental protection for all IT assets.
- The store must meet the following key considerations:

7.3.7.1.5. Storage Infrastructure:

- Shelving units – heavy duty metal shelving racks with labels for categories like laptops, desktops, monitors, printers, cables, etc.

7.3.7.1.6. Security requirements:

- Restricted access using a biometric system.
- CCTV Monitoring covering the room
- Lockable cages for high value IT assets

7.3.7.1.7. Space requirements:

- Adequate room size with at least 18 square meters
- Exclusive use of space dedicated only for IT assets
- Accessible location which is not far from the IT office and work area.
- Dry, enclosed room free from leaks, rodents, or outside exposure.



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7.3.7.1.8. Environmental and safety requirements:

- Proper ventilation to avoid humidity and heat build up
- Fire safety equipment such as smoke detectors and
- No water pipes running above the room to avoid leaks.

7.3.8. CCTV control room (could be part of server room)

- a. Fully installed CCTV room covering the following areas; Internal (it must cover armory/firearm safe, strong room entrance, and other important areas as maybe determined by EMS).
- b. External (must cover all four corners of the facility, all parking bays, warehouses and other areas).
- c. The network video recording must have the capacity to store information for at least sixty (60) days.
- d. Administrative access must be granted to ICT for the timeous access and recovery of data when required.
- e. All installed cameras must be IP65 / 66 for external.
 - i. All exit/ entry points for facial recognition cameras
 - ii. All other functional open plan workspaces must have camera coverage
- f. Integrate viewing into PHOC.

NB: CCTV system must cover the entire premises on a 24/7 basis with the ability to provide for offsite view.

8. Fire Equipment

- 8.1. Building must have firefighting equipment in terms of the fire requirements (fire extinguishers, fire hoses, alarm system, intercom, fire escape doors and smoke detectors) and these should be maintained and serviced regularly by the Landlord.
- 8.2. To be installed in all strategic points.
- 8.3. The equipment installed must comply with all SABS regulations.
- 8.4. They must be maintained and tested at frequent intervals.
- 8.5. Installation of smoke and fire detection.

9. Fumigation:

The building must be regularly fumigated against any kind of pests, insects, etc. and must provide proof that the building was fumigated and deep cleaned before occupation.



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10. Maintenance plan:

Maintenance plan should clearly specify the responsibilities of the Landlord around maintenance issues (air conditioning units and HVAC, fire equipment, lifts, electricity, fumigation, plumbing work, day-to-day maintenance of the building, etc.) and the maintenance office closely accessible:

- a. The office premises (interior and exterior) to be fully serviced and maintained by the Landlord;
- b. Turn-around time to be clearly stated on maintenance and repair work by the Landlord;
 - i. Non-negotiable mean time to repair (MTTR), on water and electricity.
- c. Bid proposals to allow the EMS to do its own repairs in cases where the Landlord's turn-around time was not met and to have the expenses reimbursed by the landlord.

NB: Maintenance Plan will be attached to the SLA and will be required prior occupation.

11. Building support services

11.1. Municipal Utility Services

Bidders are expected to ensure the availability of the following services on occupation:

- a. Water;
- b. Electricity;
- c. Sanitation; and
- d. Refuse removal service.

11.2. Landlord Cleaning, hygiene and Gardening Services

- a. Minimum number of cleaners required must be stated and provided for the duration of the contract.
- b. The bidder must ensure that the property on offer must have an experienced team to render cleaning, hygiene and garden services to the EMS seven days a week.
- c. Types of cleaning required include:
 - i. Basement areas and parking areas
 - ii. Garden services (Landscaping)
 - iii. The bidder must ensure that the relevant equipment, consumables, protective clothing and uniform are provided for the required standard of cleaning in terms of offices, hygiene requirements and garden services.
 - iv. The bidder must comply with relevant legislative framework (registered with the relevant bargaining council and compliance with sectoral wage determination)
 - v. The cleaning company must be South African owned and B-BBEE compliant.



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11.3. Security Requirements for building surroundings

- a. Appointment of a regulatory compliant security service provider.
- b. The service provider must be PSIRA registered.
- c. Appointed guards must have PSIRA competence requirements and vetted.
- d. Visible uniform and name tags must be provided to the security officers for easy identification by EMS staff members.
- e. Reaction team

12. Public Transport Accessibility (Gautrain, Buses, Taxis).

The new EMS Head office facility must be in an area where there is access to public transport to accommodate employees of the EMS and the public who utilises public transport such as Gautrain/train, Buses, and Taxis.

- a. The bidder must provide a detailed proposal which may include plans indicating all modes of public transport available and indicate distance in meters for each transport mode and where such transport modes are stationed. (Reasonable walking distance to buses, taxis, trains should be within 2 kilometers).
- b. Road Maps from Facility to Public transport:
Bidders provide a detailed response including road maps indicating all modes of transport available around the property/facility on offer. Bidders may also include any other information that is deemed critical and beneficial in relation to availability of Public Transport.

13. EVALUATION OF BIDS

Bids will be evaluated in accordance with the **Preferential Procurement Policy Framework Act (Act No. 5 of 2000)**, the **Preferential Procurement Regulations, 2022** and the **GDoH Supply Chain Management Policy and Preferential Procurement Policy**.

Evaluation Stages:

1. **Stage 1A – Mandatory Administrative Compliance**
2. **Stage 1B – Functionality Evaluation** (Minimum threshold: 70/100 points)
3. **Stage 1C – Site Visit Evaluation** (Minimum threshold: 48/52 points)
4. **Stage 2 – Price and Specific Goals Evaluation** (80/20 or 90/10 system, depending on value)



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STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

All bids received will be evaluated for mandatory administration compliance. Only bidders who have complied with the Stage 1A: Mandatory Administrative Compliance requirements will progress to Stage 1B: Functionality Evaluation.

Bidders to ensure that they submit documents that are approved or signed by all parties concerned / relevant authorities.

- a) Bidder to submit fully completed and signed SBD forms:
 - i. SBD 01: Invitation to Bid
 - ii. SBD 04: Bidder's Disclosure
- b) Bidder to submit completed and signed GPG Integrity Pact For Businesses form.
- c) Bidder to submit valid proof of the ownership of property – in the form of a copy of the Title Deed (or deeds documents) or proof of bank financing. In the case of a lease, a Power of Attorney letter/ lease agreement clearly indicating that the Bidder is authorized by the owner to conduct leasing business in the premises. The lease agreement must be signed by both parties.
- d) Bidder to submit a valid zoning or re-zoning certificate issued by the local municipality for the property.
- e) Bidder to submit a valid fire compliance certificate or proof of submission for renewal for the property.
- f) Bidder to submit an approved site development plans/ building plans from the local municipality for the property.
- g) Bidder to submit the current and paid up, or arrangement with the local municipality on paying the municipal account for the property.
- h) Bidder to submit a valid certificate of occupation certifying that the buildings meet all building regulation requirements, issued by the local municipality or proof of submission for renewal for the property.
- i) The bidder to submit a signed commitment letter confirming full compliance with all prescribed specification requirements, as set out in this Terms of Reference and Annexure A–K.



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j) Compulsory Briefing Session Certificate

The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission on the closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified.

Bidders will be required to sign the Briefing Session Attendance Register and will be issued a stamped briefing session certificate bearing the departmental stamp. No briefing session certificate will be issued to bidders who did not sign the attendance register. Bidders must complete, sign, and submit the briefing session certificate issued at the briefing session together with their bid documents before the closing date. Failure to sign the briefing session attendance register and to submit the signed briefing session certificate will result in disqualification.

NB: Failure to submit the requirements as stated above the bid will be disqualified and not considered for further evaluation.

STAGE 1B: FUNCTIONALITY EVALUATION

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 3 the Functionality Evaluation Scoring Criteria.

The minimum threshold score is **70 points out of 100 points** for functionality. Bidders that do not meet the minimum threshold score will be disqualified and not considered for further evaluation.

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



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Table 3: Functionality Evaluation Criteria

CRITERIA	DESCRIPTION AND SCORING POINTS	POINTS
1. Location of the property	The Location of the property measured from the existing Emergency Medical Services (EMS) at Unit 4, Blend SA ,162 Tonnetti Street Halfway House. Required document: <i>Current Municipal Account in the name of the Bidder (owner), not older than 3 months. Or, If the Bidder is not the owner of the property, a Power of Attorney letter/lease agreement must be provided clearly indicating that the Bidder is authorized by the owner to conduct leasing business in the premises. Lease agreement must be signed by both parties.</i> • Radius not exceeding 5km (40 points) • Radius of more than 5km to 10km (30 points) • Radius of more than 10km to 15km (20 points) • Radius of more than 15km to 20km (15 points) • Radius exceeding 20km (0 points) NB – The BEC will use any submitted document/s as required above to verify distance.	40
2. Age of the buildings	Buildings should not be older than 60 years (Heritage building). Required document/s: <i>Bidder should provide building plans or deeds documents as proof of the age for the building or municipal records.</i> • Less than 20 years old building (20 points) • More than 20 years up to 40 years old building (15 points) • More than 40 years up to 60 years old building (10 points) • More than 60 years old building (0 points) NB – The BEC will use any submitted document/s as required above to verify the age of the buildings.	20
3. Company Reference	Bidders to provide testimonial / reference letters on the client letterhead accompanied by Contract/s or Invoice/s or Purchase Order/s as proof of providing similar services from contactable references. • 2 or more signed testimonial / reference letters on the client letterhead accompanied by Contracts or Invoices or Purchase Orders from contactable references (20 points)	20



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CRITERIA	DESCRIPTION AND SCORING POINTS	POINTS
	1 signed testimonial / reference letter on the client letterhead accompanied by Contract or Invoice or Purchase Order from contactable references (10 points) - No testimonial / reference letter/s (0 points)	
4. Company Experience	Bidder to provide a copy of signed contract or award letter (a minimum of 12 months continuous contract), stating the start and ending period, as proof of years of experience in providing warehousing and office space service. 5 or more years of experience (10 points) 3 to 4 years of experience (5 points) 1 to 2 years of experience (3 points) - less than a 1 year of experience (0 points)	10
5. Project Strategy	Bidder to demonstrate a well organised project plan meeting the requirements of the EMS, as per the TOR. Each bidder to provide following: 1. Internal Project Management Team a. Bidder to submit CV/s and original certified copies of Professional Registration Certificates for the professionals appointed by the bidder. (5 points) - Pr. Architect registered with SACAP (South African Council for the Architectural Profession). - Pr. Electrical Engineer registered with ECSA (Engineering Council of SA). - Pr. Structural Engineer registered with ECSA (Engineering Council of SA). - Pr. Mechanical Engineer registered with ECSA (Engineering Council of SA). - Pr. Quantity Surveyor registered with SACQSP (SA Council for the Quantity Surveying Profession), - Pr. Property Valuer registered with SACPVP (SA Council for the Property Valuers Profession), - Pr. Town Planner registered with SACPLAN (SA Council for Planners) and	10



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CRITERIA	DESCRIPTION AND SCORING POINTS	POINTS
	- Pr. Construction Project Manager registered with SACPCMP (SA Council for the Project and Construction Management Professions). NB: bidder will forfeit all 5 points for no compliance to any of the requirements stated under criteria 'a'. 2. Project Plan - Project Concept and Viability - Submit a Layout of the proposed property. (3 points) 3. Project Design - Submit a Reconfiguration Plan to meet the scope of work, <i>refer to paragraph 6 and Annexures A-K</i> (1 point) - Submit a Project Procurement and Implementation Timelines, <i>refer to paragraph 14.9 of the ToR</i> (1 point) NB. Compliance will score maximum points, non-compliance will score zero points.	
TOTAL POINTS		100
MINIMUM THRESHOLD SCORE		70

The **minimum threshold score is 70 points out of 100 points** for functionality. Bids will be declared non-responsive and disqualified, if such a bid does not meet the **threshold of 70**.

STAGE 1C: SITE VISIT EVALUATION

Only the bidder/s who have met the minimum threshold score of 70 points out of 100 points on Stage 1B: Functionality Evaluation will be evaluated for Stage 1C: Site visit Evaluation.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding the compliance, practicality, capacity, and appropriateness of the building.

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



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The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 4.

The minimum threshold score is 48 points out of 52 points for Site Visit Evaluation. Bidders that do not meet the minimum threshold score will be disqualified and not considered for further evaluation.

Table 4: Site Visit Evaluation Criteria

CRITERIA	DESCRIPTION AND SCORING POINTS	POINTS
1. Size of the Site	The following areas will be assessed: Warehouse (14 points) - Minimum of 20,000m² with internal height of 10 pallets (10X1.8m) or 200,000m³ Emergency Communication Centre (ECC) and Provincial Health Operations Centre (PHOC), Head Office, Wellness Clinic, Administrative Offices, EMS Information Repository and EMS Base Station (20 points) - Minimum coverage of 15,446.08m² Layout of parking spaces (14 points) - Minimum of 160 parking spaces (refer to paragraph 6.2.6) Non-compliance to the above requirements will result in a score of zero (0) points. NB - The BEC will refer to the premises layout documents against physical site to verify space compliance.	48
2. Facility Infrastructure	The following criteria will be used: 2.1. Accessibility of the site to Public transport (within 6AM – 8PM): - Accessibility is within 500m (4 points) - Accessibility is within 1km (3 points) - Accessibility is within 2km (2 points) - Anything above 2km (0 points)	4
TOTAL POINTS		52
MINIMUM THRESHOLD SCORE		48



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Bidders who fail to meet the minimum threshold score of 48 points out of 52 points on Site Visit Evaluation will be eliminated.

STAGE 1C: PRICE AND PREFERENCE POINT EVALUATION

Only bidders who have **met the minimum threshold score of 48 points out of 52 points on Site Visit Evaluation** evaluation will be considered for the Price and Preference Points evaluation.

Bids will be evaluated either on an 80/20 preference point system for projects less than R50 million including all applicable taxes or 90/10 preference point system for all projects above R50 million including all applicable taxes and that the lowest acceptable tender will be used to determine the applicable preference point system in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022

Bidders are referred to the **SBD 3.3** and **Annexure 1.A Pricing Schedule** and the **SBD 6.1** for the Preference Point System.

Bidders must submit the required proof as stated in table 5 to claim full points for specific goals.

Table 5: Specific goals point allocation

PRICE AND SPECIFIC GOAL REQUIREMENTS	PREFERENCE POINT SYSTEM 80/20	PREFERENCE POINT SYSTEM 90/10	DOCUMENTARY PROOF REQUIRED
POINTS FOR PRICE	80	90	
POINTS FOR SPECIFIC Enterprises which are at least 51% historically disadvantaged individuals	10	5	Bidder to submit copy of their latest CSD Registration Report
POINTS FOR SPECIFIC The promotion enterprises located in the Gauteng Province for work to be done or services to be rendered in Gauteng Province	10	5	Municipal account/affidavit/ lease agreement- must be in the name of the bidding enterprise. NB: Municipal Account must not be older than three (3) months.
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100	



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

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

14. SPECIAL CONDITIONS OF CONTRACT

14.1. 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 GDoH and the normal GDoH document control procedures are followed.

14.2. COMPULSORY BRIEFING SESSION

The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission on the closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified.

Bidders will be required to sign the Briefing Session Attendance Register and will be issued a stamped briefing session certificate bearing the departmental stamp. No briefing session certificate will be issued to bidders who did not sign the attendance register. Bidders must complete, sign, and submit the briefing session certificate issued at the briefing session together with their bid documents before the closing date. Failure to sign the briefing session attendance register and to submit the signed briefing session certificate will result in disqualification.

14.3. CESSION

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

14.4. 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.



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14.5. PAYMENT TERMS

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

14.6. LINES OF COMMUNICATION AND REPORTING

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

14.7. THE CONDITIONS OF THE BID AWARD

- a. The Gauteng Department of Health reserves the right not to award or cancel the bid.
- b. Bidder to present valid proof of ownership of property shall be title deed (or deeds document)/ lease agreement.
- c. Bidder to present a valid zoning or re-zoning certificate issued by the local municipality for the property.
- d. Bidder to present a valid fire compliance certificate or proof of submission for renewal for the property.
- e. Bidder to present approved site development plans / building plans from the local municipality for the property.
- f. Bidder to present current and paid up, or arrangement with the local municipality on paying the municipal account for the property.
- g. Bidder to present a valid certificate of occupation certifying that the buildings meet all building regulation requirements, issued by the local municipality or proof of submission for renewal of the property.
- h. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- i. Bidders are required to register on the National Treasury Central Supplier Database.
- j. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- k. The department reserves the right to do verification on the validity of documents.
- l. In case where more than one bidder scored the same points, the criteria for breaking deadlock in scoring will be applied as per Regulation 8 of PPR 2022.
- m. The Gauteng Department of Health reserves the right to award the bid to the bid who scores highest combined points for price and specific goals out of 100 points.



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- n. Bidder to present CV/s and original certified copies of its professional Project Management team credentials namely: Pr. Architect registered with SACAP (South African Council for the Architectural Profession); Pr. Electrical, Structural, Mechanical Engineer registered with ESCA (Engineering Council of SA), Pr. Quantity Surveyor registered with SACQSP (SA Council for the Quantity Surveying Profession), Pr. Property Valuer registered with SACPVP (SA Council for the Property Valuers Profession), Pr. Town Planner registered with SACPLAN (SA Council for Planners) and Pr. Construction Project Manager registered with SACPCMP (SA Council for the Project and Construction Management Professions).

14.8. CONDITIONS RELATING TO THE RENTAL SPACE AND OTHER ACCOMMODATION TO BE PROPOSED OR OFFERED.

- a. It is a requirement to submit designs or layouts, however, the bidder undertakes to appoint qualified professionals for the design and supervision of the space planning and allocation as per departmental requirements.
- b. The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation in existing buildings to the specific needs of the department in accordance with the norms and standards of office space if the bidding property is not currently configured as offices.
- c. Lettable areas must be determined in accordance with the South African Property Owners Association (SAPOA) method of measuring floor areas in office buildings. The final rental payable will be calculated on the lettable area identified.
- d. The department is the sole adjudicator of the suitable building for the purpose for which it is required. The department's decision in this regard is FINAL.
- e. It is a requirement that the building offered, including all equipment and installations must comply with the National Building Regulations and Building Standards.
- f. It is a requirement that the building offered must comply with the Occupational Health and Safety Act No 85 of 1993. A certificate to this effect must be issued prior to occupation.
- g. A copy of the building floor plan which indicates floor area measurements must be submitted with the tender document.
- h. A copy of the municipal zoning certificate shall be submitted on request to confirm municipal zoning of the building.
- i. The integrity of the electrical installations and supply must be confirmed by a Certificate of Compliance (COC) prior to occupation.
- j. A copy of Clearance Certificate indicating that the building offered is clear of any arrears on municipal assessment rates by the Local Municipality must be submitted.
- k. A copy of Fire Clearance Certificate in respect of the building offered from the Local Municipality must be submitted.



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- I. Verifiable proof of legal ownership (title deed) in respect of the building offered must be submitted.

14.9. PROJECT DELIVERY TIMELINES

The successful bidder shall be required to convert the proposed building to ensure full compliance with the specifications set out in these Terms of Reference (ToR) and its annexures. All required alterations shall be completed within a period of twelve (12) months from the date of award by the Department. The contract shall commence on the date of handover of the building to the Department, and the contract period shall be calculated from the date of such handover.

14.10. COSTS

- a. 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.
- b. The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider for travelling and accommodation.

14.11. 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.

14.12. FRONTING

- a. 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.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.



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- d. In line with Regulation 9 of the PPR, 2022, failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14.13. CONTRACT PERIOD

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

14.14. VALIDITY PERIOD

The period of validity is 120 days after the closing date.

14.15. POST AWARD

14.14.1. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

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

14.14.2. THIRD PARTIES

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

14.14.3. 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, Directorate: Acquisition and Directorate: Acquisition and Contract Management, Gauteng Department of Health must be informed for corrective action.

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14.14.4. PRICE SCHEDULE

The bidders must complete the Price Schedule as follows:

- a. All quoted prices are the total price for the entire scope of required services to be provided by the bidder.
- b. Bidder must complete the appropriate Word Pricing Schedule in Annexure 1.A and submit a printout (hard copy) of their pricing schedule together with their bid proposal.
- c. The Bidder must also complete and submit SECTION 2: PRICE (SBD 3.3 – Price Schedule: Professional Services). The Bidder must ensure that the prices reflected in SBD 3.3 correspond exactly with the pricing provided in Annexure 1.A.

15. ENQUIRIES**Technical Queries :**

Mr. Sipho Sithole/Colin Errakiah

✉ Sipho.Sithole@gauteng.gov.za/Colin.Errakiah@gauteng.gov.za

Bid Documentation :

Directorate : Acquisition Management

Ms. Nezisa Zantsi/ Mr. Mzimkhulu Gunundu

✉ Nezisa.Zantsi@gauteng.gov.za/Mzimkhulu.Gunundu@gauteng.gov.za

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ANNEXURES



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ANNEXURE A

DESCRIPTION OF AREA	ENVISAGED / ESTIMATED SIZE
EMS entire premises	Approximately 40,000-50,000 m ² (4-5ha) all inclusive
Warehouse: single-storey, compliant with OHS standards, HVAC-controlled (15–25°C), equipped with fire systems, CCTV, and forklift access.	Approximately 20,000 m ² (1ha) with internal height of 5 pallet (5X1.8m) or 200, 000m ³
EMS Emergency Communication Centre Call Taking – • Dispatch – • Supervisor workstation • Training/boardroom • Recharge Zone	Approximately 10,000 m ² , multi-storey, equipped for 24-hour operations and communication systems.
EMS Information Repository	= 509 m ²
Offices x 2	(3x4m) [x 2] = 27 m ²
Open Plan workstation	6 x 8 m = 48 m ²
Boardroom x 1	4 x 5 m = 20 m ²
Training Room	8x8m = 64 m ²
Kitchen	6 x 5m = 30 m ²
Shelving/Store area	40 x 8m = 320 m ²
EMS Head Office Admin Building/ Offices • Reception with switchboard and Visitors waiting area • Officesx20 • Open Plan workstation x5 • X3 Boardrooms • X2 Training Room • KitchensX3 • Toilets x10 • Staff Canteen • Wellness area, • Grounds/ gardening • Staff and visitors Parking • EMS Fleet Parking	Approximately 4416m² (See further in Annexure B &C)
EMS Wellness Office • Office x 3 • Open Plan Area • Storage Room • X2 Consultation Room with cubicles for examination • KitchensX1 • Toilets x4(Wheelchair access)	Approximately 500m²
EMS Base Station	
• Station Manager Office	15 m ²
• Shift Manager Office	12 m ²



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• Admin Clerk Office	12 m ²
• Crew Open Plan rest area	12 m ²
• Boardroom/Training room	25 m ²
• Kitchenette	08 m ²
EMS Base -Storage space	
• Medical Stores	27 m ²
• Admin Stores	10 m ²
• Crew Locker Space	10 m ²
• Fleet Store	08 m ²
• Healthcare Waste Room 8SQM	08 m ²
• Oxygen Room	27 m ²
• Wash bay to be compliant with EMS Regulations of 2017	
Parking for Staff and visitors, and EMS Fleet	
• Bay dimensions: typically ambulance parking structures with at least 3.5 m ,clear height, ideally 4.0 m for future-proofing against taller or specialized emergency vehicles. 3.5 m wide × 6.0–7.5 m long per ambulance.	Open Car Ports 10 Covered Parking (Normal Vehicles) 10 Emergency Vehicles Covered Parking 20
Provincial Health Operations Centre (PHOC) • ISP can a stable 200mbps Down and 200Mbps Up fibre line • Length 10.68m • Width 7m	• 75 m² • Refer further to Annexure B&C
Information Repository Staff compliment: 16 • 1 x Manager • 1 x Supervisor • 1 x Open Plan Office (14 x officials in total [11 at the open plan, 1 receiving and return, 1 x archiving area]).	• Included in Annexure C
Information Repository Special requirements:	• An archiving area as a long-term storage section for securely storing physical and digitised documents. A receiving area and returns storage cage where documents are to be kept after verification, accepted or rejected. • Activity station which includes the scanning and quality control areas where check-in, preparation,



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	batching, scanning, quality control, repacking, and indexing are done. • Access Control: Patient records must be stored in a safe lockable place, protected from external and internal deterioration and to have an access/key to interleading doors and to the Document storage and Digitization Centre. Considering updating locks if needed where documents are kept. • Shelving Protection: Powder-coating metal shelving to prevent rust. have shelves that is made of coated metal. Wooden shelving should be avoided, as it can release harmful vapours, can contribute to the spread of fire and may harbour insects. The lowest shelf should start at least 150 mm off the floor to prevent flood damage, the top of the shelving should not be less than 320 mm from the ceiling to allow airflow, have aisle and shelves labelled correctly according to the approved standardise filing system, have a security gate, have a counter and or a sorting table, • The archive/ record storage rooms must have proper lighting, (UV-Filtered Lighting) to prevent documents fading, as some fluorescent lights emit UV rays. • Temperature Control: an air conditioner which would maintain 18–22 degrees Celsius, preferably have a small window, in instances where there are big windows, dark blinds must be installed to prevent light. • The archive storage should be in a clean and dry environment (e.g. not near unblocked window, direct sunlight , under/near water/sewage pipe, water drain, manhole, water permeable wall or ceiling, water tank) and have the filing cabinets and filing racks. • Air Filtration: Systems to reduce dust, pollutants, and mould growth. • Humidity Monitoring: Maintain humidity levels between 40–50%. Inspections to be arranged regularly and after events such as typhoon or rainstorm • Fire Protection: Fire suppression systems (e.g., FM-200 gas suppression) should be used instead of water sprinklers. Fireproof control doors. • Sprinkler Systems: Ensure sprinklers are turned off in document storage areas • CCTV Monitoring: Install cameras in storage and digitisation areas for added security
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	• Pest Control: Regular inspections should be conducted to prevent infestations
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ANNEXURE B - HEAD OFFICE STAFFING

Head Office Staffing					
Office of the CEO	Time	No. of Officials	Office space required in m2		
CEO	08H00-16H00	1	25		
PA	08H00-16H00	1	16		
Admin Officer	08H00-16H00	2	8		
Office Director	Time	No. of Officials			
Director	08H00-16H00	1	20		
PA	08H00-16H00	1	16		
Admin Officer	08H00-16H00	1	8		
Deputy Directors	Time	No. of Officials			
Provincial Operations Manager	08H00-16H00	1	16		
Operations Manager	08H00-16H00	1	16		
Communications Manager	08H00-16H00	1	16		
Finance Manager	08H00-16H00	1	16		
Supply Chain Manager	08H00-16H00	1	16		
Human Resource Manager	08H00-16H00	1	16		
Loss Control and Risk Manager	08H00-16H00	1	16		
Quality Assurance Manager	08H00-16H00	1	16		
Marketing Manager	08H00-16H00	1	16		
Assistant Directors	Time	No. of Officials			
PHOC	08H00-16H00	1	16		
ECC	08H00-16H00	1	16		
Finance	08H00-16H00	2	32		
Supply Chain Manager	08H00-16H00	2	32		
Human Resource Manager	08H00-16H00	1	16		
ICT	08H00-16H00	1	16		
DHIS	08H00-16H00	1	16		
Fleet	08H00-16H00	1	16		
Risk	08H00-16H00	1	16		
Loss Control	08H00-16H00	1	16		
Assets	08H00-16H00	1	16		
Stores	08H00-16H00	1	16		
Operations	08H00-16H00	1	16		
Total		31	477		



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Add 65% of m2 for Meeting rooms, storage, pause rooms etc.:				787	
Ablution facilities Norms	Male WC	Male Urinal	Male WHB	Female WC	Female WHB
<i>For 200 officials</i>	4	6	5	10	6
<i>In excess of 120 men, add</i>	1	1	1		
<i>In excess of every 50 women, add</i>				1	
<i>In excess of every 100 women, add</i>					1
<u>Ablution calculations: Assuming 50% male and 50% females</u> Male Toilets: 5 Male Urinals: 7 Male Wash hand basins: 6 Male Shower: 3 Female Toilets: 11 Female Wash hand basins: 7 Female Shower: 3					



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ANNEXURE C - HEAD OFFICE SUPPORT STAFF

Head Office Support Staff					
Support Day Shift	Time	No.of Officials	Office space required in m2		
SCM	08H00-16H00	12	96		
Finance	08H00-16H00	14	112		
HR	08H00-16H00	24	192		
Assets	08H00-16H00	8	64		
Fleet	08H00-16H00	8	64		
Loss Control	08H00-16H00	6	48		
Labour	08H00-16H00	4	32		
EMS Regulations	08H00-16H00	4	32		
EMS Equipment Maintenance	08H00-16H00	4	32		
Stores and Warehouse	08H00-16H00	14	112		
Information Management	08H00-16H01	12	96		
DHIS	08H00-16H00	12	96		
ICT Day Shift	Time	No.of Officials			
Data Lab	08H00-16H00	12	96		
IT Tech Office	08H00-16H00	10	96		
IT Help desk	08H00-16H00	2	32		
ECC Shift Worker	Time	No.of Officials			
Shift A	07H00-19H00	75	608		
Shift B	07H00-19H00	75			



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Shift C	07H00-19H00	75			
Shift D	07H00-19H00	75			
ECC Day Shift	Time	No.of Officials			
ECC Manager	08H00-16H00	5	40		
PHOC Shift Worker	Time	No.of Officials			
Shift A	07H00-19H00	2	16		
Shift B	07H00-19H00	2			
Shift C	07H00-19H00	2			
Shift D	07H00-19H00	2			
PHOC Day Shift	Time	No.of Officials			
PHOC Manager	08H00-16H00	2	16		
EMS Base Station	Time	No.of Officials			
Shift A	07H00-19H00	15	120		
Shift B	07H00-19H00	15			
Shift C	07H00-19H00	15			
Shift D	07H00-19H00	15			
Security	Time	No.of Officials			
Security staff	08H00-16H00	4	32		
Total		513	1904		
Add 65% of m2 for Meeting rooms, storage, pause rooms etc.:			3142		



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<i>Ablution facilities Norms</i>	<i>Male WC</i>	<i>Male Urinal</i>	<i>Male WHB</i>	<i>Female WC</i>	<i>Female WHB</i>
<i>For 200 officials</i>	4	6	5	10	6
<i>In excess of 120 men, add</i>	1	1	1		
<i>In excess of every 50 women, add</i>				1	
<i>In excess of every 100 women, add</i>					1
<u>Ablution calculations: Assuming 50% male and 50% females</u> Male Toilets: 11 Male Urinals: 13 Male Wash hand basins: 12 Male Shower: 6 Female Toilets: 26 Female Wash hand basins: 14 Female Shower: 7					

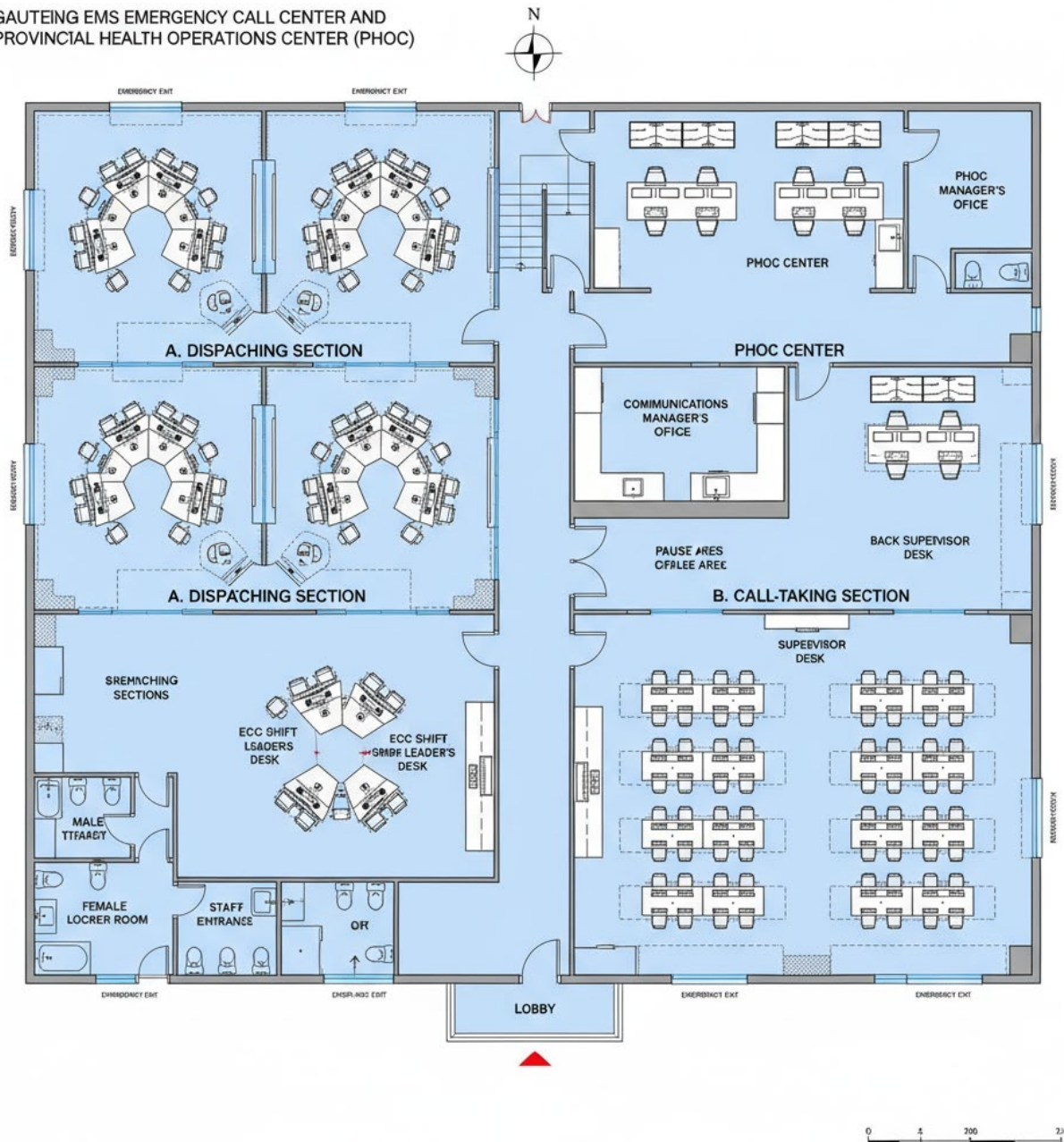


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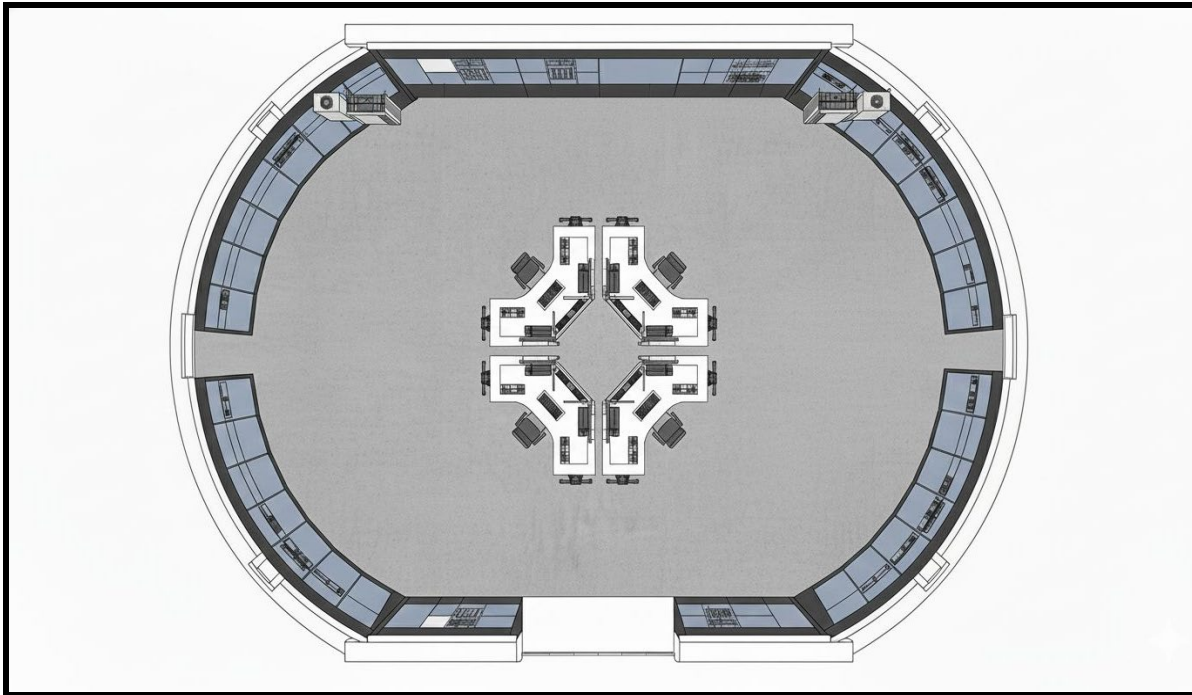
ANNEXURE D - ECC LAYOUT

GAUTENG EMS EMERGENCY CALL CENTER AND
PROVINCIAL HEALTH OPERATIONS CENTER (PHOC)



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ANNEXURE E- PHOC LAYOUTS

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ANNEXURE F - ICT INFRASTRUCTURE

1. ICT AND SMART BUILDING INFRASTRUCTURE

The ECC facility shall be equipped with a fully converged, healthcare-grade ICT infrastructure designed to support Mission-Critical, 24/7/365 High Availability operations. All technology systems must be integrated into a unified IP-based architecture that ensures seamless interoperability, operational resilience, and future scalability.

1.1. Structured Cabling Infrastructure

The Service Provider shall design, supply, install, test, and commission a comprehensive structured cabling system that serves as the physical foundation for all networked systems.

1.1.1. Minimum Cable Specifications

Component	Minimum Specification	Rationale/Compliance
Horizontal Cabling	Category 6A (CAT6A) or Category 7 (CAT7), shielded (F/UTP or S/FTP), supporting ≥ 10 Gbps transmission over 100 meters	Ensures bandwidth capacity for converged voice, data, video, BMS, and security systems; future-proofs infrastructure for emerging technologies
Backbone/Riser Cabling	OM4 multimode fibre (minimum) or OS2 single-mode fibre, supporting 40G/100G transmission	Provides high-speed, low-latency interconnection between telecommunications rooms, data centre, and core network nodes
Cable Certification	TIA/EIA-568-D, ISO/IEC 11801, EN 50173 standards; all cables must be factory-tested and site-certified with full test reports	Guarantees performance, reliability, and compliance with international best practices
Fire Performance	Low Smoke Zero Halogen (LSZH) or equivalent fire-retardant rating	Mandatory for healthcare environments to ensure life safety and regulatory compliance
Workstation Density	Minimum two (2) data outlets per workstation; four (4) outlets per ECC operator position	Accommodates multiple devices, redundancy requirements, and operational flexibility

1.1.2. Cable Management and Labelling

All cabling infrastructure must be installed with:



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- **Cable Pathways:** Enclosed cable trays, ladder racks, and conduits with minimum 30% spare capacity for future expansion
- **Labelling:** Machine-printed, sequential labelling at both ends of every cable, cross-referenced to as-built drawings and cable schedules
- **Documentation:** Comprehensive as-built drawings, test certificates, and cable management database in electronic format (AutoCAD and Excel)

1.2. Converged Healthcare-Grade Network Architecture

The Service Provider must design and deliver a fully converged IP network (LAN/WLAN) that integrates all core systems: **IT Data, Voice (VoIP), Building Management Systems (BMS/IoT), and IP Security (CCTV/Access Control)**. The network must be architected for **99.999% uptime (Five Nines availability)** within the Emergency Communication Centre.

1.2.1. Network Topology and Design Principles

Layer	Minimum Specification	Rationale/Compliance
Core Layer	Modular chassis-based switches with minimum 40 Gigabit Ethernet (40G) uplinks; redundant power supplies, redundant control modules	Provides high-speed aggregation of all distribution layer traffic; eliminates single points of failure
Distribution Layer	Stackable or modular switches with 25G/40G uplinks to Core; 10G downlinks to Access Layer	Aggregates traffic from access switches; enforces network segmentation and policy-based routing
Access Layer	Managed PoE++ switches with multi-gigabit ports (minimum 2.5G/5G/10G) supporting IEEE 802.3bt Type 3/4 (up to 90W per port)	Powers high-performance wireless access points, IP cameras, IoT gateways, digital signage, and VoIP phones without external power sources
High Availability (HA) Design	Active/Active or Active/Standby configuration with automatic failover; sub-second recovery time; dual-homed connections from Access to Distribution layers	Mandatory for ECC operations; ensures continuous service availability during switch failures or maintenance
Network Segmentation	VLANs, micro-segmentation, and firewall-based isolation for: IT Data, Voice, BMS/IoT, IP Security, Guest Wi-Fi, and Management networks	Enhances security, reduces broadcast domains, and ensures Quality of Service (QoS) for mission-critical traffic

1.2.2. Quality of Service (QoS) and Traffic Prioritisation



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The network must implement end-to-end QoS policies to prioritise:

1. **Emergency Voice/Video Communications** (highest priority)
2. **CAD/Dispatch Systems and Real-Time Data**
3. **Building Management and Life Safety Systems**
4. **Corporate IT Traffic**
5. **Guest and General-Purpose Internet** (lowest priority)

1.3. Next-Generation Wireless Local Area Network (WLAN)

The WLAN infrastructure must provide **pervasive, seamless, and secure wireless connectivity** across the entire facility, including office areas, warehouse, vehicle base station, and outdoor yard spaces.

1.3.1. Wireless Standards and Specifications

Component	Minimum Specification	Rationale/Compliance
Wireless Standard	Wi-Fi 7 (IEEE 802.11be) hardware capability preferred; Wi-Fi 6E (IEEE 802.11ax) minimum	Ensures ultra-low latency, high throughput (multi-gigabit speeds), and support for high-density environments
Frequency Bands	Tri-band operation: 2.4 GHz, 5 GHz, and 6 GHz band mandatory	The 6 GHz band provides dedicated, clean spectrum for bandwidth-intensive applications such as RTLS, real-time video streaming, and medical IoT devices
WLAN Architecture	Centralized Wireless Controller solution with redundant controllers (Active/Standby HA configuration); cloud-managed option acceptable if local failover capability is retained	Ensures centralized policy enforcement, seamless roaming, and resilience against controller failure
Access Point Density	Coverage design to achieve minimum -67 dBm signal strength in all occupied areas; high-density coverage in ECC operations floor	Guarantees reliable connectivity for mobile devices, tablets, and mission-critical applications
Network Segmentation	Separate SSIDs and VLANs for: Corporate, Healthcare Devices/RTLS, Guest Wi-Fi, and IoT/BMS traffic	Mandatory security and compliance measures to isolate sensitive healthcare data from general-purpose networks
Security	WPA3-Enterprise authentication; 802.1X with RADIUS integration; rogue AP detection and mitigation	Meets healthcare cybersecurity standards and protects against unauthorized access



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1.3.2. Wireless Coverage Areas

The WLAN must provide full indoor and outdoor coverage, including:

- ECC Operations Floor (high-density, mission-critical coverage)
- Administrative offices and meeting rooms
- Warehouse and logistics areas
- Vehicle base station and maintenance bays
- Outdoor yard and parking areas (weather-hardened outdoor APs)

1.4. Data Centre and Server Room Infrastructure

The facility shall include a dedicated **Modular Data Centre or Server Room** designed to Tier II+ standards (TIA-942-B / ISO/IEC 22237), incorporating:

1.4.1. Data Centre Components

Component	Minimum Specification
Raised Floor	600mm raised floor system with grounded tiles; cable management and airflow distribution
Rack Infrastructure	42U server racks with hot/cold aisle containment; minimum 10kVA power capacity per rack
Cooling	Precision air conditioning (PAC) with N+1 redundancy; temperature 22°C ±2°C; humidity 45–55% RH
UPS System	N+1 redundant UPS with minimum 15-minute runtime at full load; automatic transfer to generator backup
Fire Suppression	Clean-agent gas suppression system (e.g., FM-200, Novec 1230) compliant with SANS 10139 / EN 54; VESDA early smoke detection
Environmental Monitoring	Real-time monitoring of temperature, humidity, water leaks, and access control events; integrated with BMS
Physical Security	Biometric access control; CCTV surveillance; dual-person access policy for critical infrastructure



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1.5. Smart Building Systems Integration

The facility shall incorporate an integrated **Building Management System (BMS)** that monitors and controls all building services and life safety systems through a unified, IP-based platform.

1.5.1. BMS Core Functionality

The BMS must support the following protocols and integrations:

- **BACnet IP** (ISO 16484-5) – preferred protocol for HVAC and building automation
- **KNX** (ISO/IEC 14543-3) – lighting control and room automation
- **Modbus TCP/IP** – industrial systems and power monitoring
- **SNMP / REST APIs** – integration with IT network infrastructure

1.5.2. Integrated Building Systems

System	Minimum Functionality
HVAC Control	Automated control of heating, ventilation, and air conditioning; occupancy-based scheduling; remote monitoring and fault detection
Lighting Automation	Daylight harvesting; occupancy sensors; dimming control; integration with emergency lighting systems
Energy Monitoring	Real-time power consumption monitoring per zone/tenant; integration with renewable energy sources (solar PV) if applicable
Fire Detection and Life Safety	Addressable fire alarm system with BMS integration; compliance with SANS 10139 / EN 54
Access Control and Intrusion Detection	IP-based access control system integrated with CCTV; alarm escalation to ECC
IoT Sensor Network	Environmental sensors (air quality, CO ₂ , temperature, humidity); water leak detection; occupancy analytics

1.5.3. BMS User Interface

The BMS must provide:

- **Graphical Web-Based Interface:** Accessible from any authorized workstation via secure HTTPS
- **Mobile App Access:** iOS and Android apps for facilities management staff



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- **Alarm Management:** Real-time alerts via email, SMS, and dashboard notifications
- **Reporting:** Automated energy reports, fault logs, and compliance documentation

1.6. Audiovisual Systems

The facility shall be equipped with professional-grade audiovisual systems to support operational excellence, command centre operations, and executive communications.

1.6.1. ECC Command Centre Videowall

Component	Minimum Specification
Display Technology	LED or LCD videowall with minimum 1.2mm pixel pitch; 24/7-rated commercial displays; total display area minimum 6 meters wide × 2.5 meters high
Resolution	Minimum 4K (3840×2160) per display zone; HDR capability
Video Processor	Modular video wall processor supporting multiple inputs (HDMI, DisplayPort, IP streams); flexible layout configuration
Content Sources	Integration with CAD system, CCTV surveillance, news feeds, weather data, traffic monitoring, and GIS mapping systems
Control System	Centralized AV control system with touch-panel and preset scene recall

1.6.2. Smart Meeting Rooms and Boardrooms

Each meeting room shall include:

- **Interactive Displays:** Minimum 75" 4K touchscreen displays with wireless presentation capability (Miracast, AirPlay, Chromecast)
- **Video Conferencing:** Enterprise-grade conferencing systems (e.g., Microsoft Teams Rooms, Zoom Rooms) with PTZ cameras, ceiling microphones, and soundbar speakers
- **Room Scheduling:** Digital door signage integrated with Outlook/Google Calendar
- **AV Control:** User-friendly touch panels or wireless control via mobile app

1.7. Voice over IP (VoIP) Telephony System

The facility must be equipped with a fully converged IP telephony system integrated into the LAN infrastructure.

1.7.1. VoIP System Specifications



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Component	Minimum Specification
IP-PBX Platform	On-premises or hybrid cloud IP-PBX with SIP trunk capability; minimum 500 concurrent call capacity
ECC Console Phones	Specialized dispatch console phones with multi-line display, headset integration, and emergency call priority
Desktop VoIP Handsets	Gigabit Ethernet pass-through; PoE-powered; support for SIP and enterprise-grade codecs (G.711, G.722, Opus)
Softphones	Softphone client software for laptops and mobile devices
Call Recording	Mandatory call recording for all ECC lines with minimum 90-day retention; secure storage and audit trail
Emergency Services Integration	Direct integration with national emergency services infrastructure; priority routing for emergency calls

1.8. Lease-to-Own (LTO) Model for Devices and Infrastructure

The Department requires the Service Provider to structure the Premises Lease to include a **separate, mandatory Lease-to-Own (LTO) or Managed Services component** for ICT infrastructure and End-User Equipment (EUE). This model ensures technological refreshment, budget predictability, and an asset ownership pathway at the end of the contract term.

1.8.1. Financing and Procurement Model

The successful bidder must present a financial model (SBD 3.3 Annexure B) that **clearly separates** the cost of the **Building Lease** from the **Technology Managed Service Fee**. The Managed Service must follow a **Lease-to-Own (LTO) or Operating Lease model** for all hardware to ensure technology refresh and budget predictability.

1.8.2. Mandatory End-User Devices (EUE) Inclusion

The monthly Managed Service fee must include the supply, full maintenance, and life-cycle management (including replacement during the contract term) of the following:

Device Category	Specification
ECC Workstations	High-performance Small Form Factor (SFF) or All-in-One (AiO) PCs configured for three (3) monitor displays per operator; Intel Core i7/AMD Ryzen 7 (or equivalent); 16GB RAM minimum; 512GB SSD; enterprise-grade VoIP headsets with noise cancellation



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Device Category	Specification
Corporate Desktops	Business-class desktop PCs (SFF preferred); Intel Core i5/AMD Ryzen 5 (or equivalent); 8GB RAM minimum; 256GB SSD; dual-monitor capability
Corporate Laptops	Business-class laptops; 14"/15" display; Intel Core i5/AMD Ryzen 5 (or equivalent); 8GB RAM minimum; 256GB SSD; Wi-Fi 6E/7 compatible; minimum 8-hour battery life
Network Hardware	All Core, Distribution, and Access Switches; WLAN Controllers and Access Points; network firewalls and security appliances
IP Telephony	All VoIP handsets/devices, including ECC Console phones, desktop handsets, and conference room systems

1.8.3. Service Level Requirements

The Managed Service provider must deliver:

- **On-Site Support:** Qualified technical personnel on-site during business hours (minimum 08:00–17:00, Monday–Friday)
- **Remote Support:** 24/7 remote helpdesk and monitoring
- **Response Times:**
 - Critical incidents (ECC downtime): 1-hour on-site response
 - High-priority incidents: 4-hour on-site response
 - Medium/low-priority incidents: Next business day
- **Hardware Replacement:** Faulty devices are replaced within 24 hours with equivalent or superior specification
- **Technology Refresh:** Hardware refreshes cycle every 3–4 years or at end of lease term, whichever is sooner
- **Software Licensing:** All necessary operating systems, productivity software (Microsoft 365 or equivalent), and security software licenses included

1.8.4. Asset Ownership Pathway

Key Deliverable: The LTO model must stipulate residual **value or R1 buy-out option** for all EUE and Network Hardware at the conclusion of the contract term (minimum 3 years), providing the Department with a clear asset ownership pathway.

At contract expiry, the Department shall have the option to:



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1. Purchase all hardware at residual book value (or nominal R1 amount as per agreement)
2. Extend the managed service agreement with refreshed hardware
3. Return hardware and transition to alternative service provider

1.9. Cybersecurity and Network Security

All ICT systems must incorporate enterprise-grade security controls, including:

Security Component	Minimum Requirement
Perimeter Security	Next-generation firewall (NGFW) with intrusion prevention (IPS), application control, and threat intelligence integration
Network Access Control	802.1X authentication for wired and wireless access; NAC solution to enforce device compliance
Segmentation	Zero-trust network segmentation using VLANs, firewalls, and micro-segmentation for IoT/OT networks
Endpoint Protection	Enterprise antivirus/EDR solution on all workstations and servers; centralized management and reporting
Patch Management	Automated patch management system for operating systems and applications; monthly patching cycle minimum
Vulnerability Management	Quarterly vulnerability scanning and penetration testing; remediation of critical vulnerabilities within 30 days
Backup and Disaster Recovery	Daily automated backups of all critical systems and data; offsite/cloud backup replication; tested recovery procedures with RTO ≤4 hours and RPO ≤1 hour
Security Monitoring	Security Information and Event Management (SIEM) or equivalent monitoring solution; 24/7 security operations centre (SOC) monitoring

1.10. IP SURVEILLANCE AND ACCESS CONTROL SYSTEMS

The facility shall be equipped with a fully integrated, IP-based Physical Security Information Management (PSIM) infrastructure comprising **IP Video Surveillance (CCTV)**, **Electronic Access Control**, and **Intrusion Detection Systems**. All systems must operate on the converged IP network and integrate with the Building Management System (BMS) and Emergency Communication Centre (ECC) operations.

1.10.1. IP Video Surveillance System (CCTV)

1.10.1.1. System Architecture



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Component	Minimum Specification	Rationale/Compliance
Video Management System (VMS)	Enterprise-grade VMS platform supporting minimum 500 cameras; redundant server configuration (Active/Active or Active/Standby); support for ONVIF Profile S/T/G/M standards	Ensures vendor interoperability, scalability, and system resilience
Network Video Recorders (NVR)	Distributed NVR architecture with minimum 90 days continuous recording retention; RAID 6 storage arrays; hot-swappable drives; N+1 redundancy	Provides fault tolerance and meets evidentiary requirements for incident investigation
Storage Capacity	Minimum 2 PB (Petabytes) total storage capacity, expandable to 5 PB; tiered storage (SSD for recent footage, HDD for archival)	Accommodates high-resolution cameras and extended retention periods
Bandwidth Management	H.265/HEVC video compression minimum; dynamic bitrate control; edge recording capability on cameras during network outages	Optimizes network bandwidth while maintaining video quality

1.10.1.2. Camera Specifications and Deployment

The surveillance system must include a mix of camera types based on coverage requirements:

Camera Type	Specification	Deployment Locations
Fixed Dome (Indoor)	Minimum 5MP (2560×1920) resolution; WDR (Wide Dynamic Range) ≥120dB; IR night vision 20m range; vandal-resistant IK10 rating; PoE++ powered	Office areas, corridors, meeting rooms, warehouse interior
PTZ (Pan-Tilt-Zoom)	Minimum 4MP resolution; 30× optical zoom minimum; 360° pan, 180° tilt; IR range 100m; auto-tracking capability; preset patrol patterns	Perimeter monitoring, vehicle base station, yard areas, main entrance
Bullet Cameras (Outdoor)	Minimum 8MP (4K) resolution; motorized varifocal lens (2.8-12mm); IP67 weatherproof rating; IR range 50m; IK10 vandal-resistant; built-in heater for extreme weather	Building perimeter, parking areas, loading docks, external access points
Fisheye/360° Cameras	Minimum 12MP resolution; 360° panoramic view with de-warping; indoor/outdoor rated; PoE++ powered	Reception areas, open-plan offices, warehouse overview
License Plate Recognition (LPR/ANPR)	Dedicated LPR cameras with minimum 2MP resolution; 90+ characters/second processing speed; integration with access control and vehicle tracking systems	Vehicle entrance/exit gates, parking access points



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Camera Type	Specification	Deployment Locations
Thermal Imaging Cameras	Thermal sensor with minimum 384×288 resolution; perimeter intrusion detection; low-light/no-light operation	Critical perimeter zones, after-hours monitoring

1.10.1.3. Coverage Requirements

The surveillance system must provide:

- **100% coverage** of all building perimeters and access points
- **100% coverage** of vehicle base station, fuel storage, and high-value asset areas
- **Minimum 80% coverage** of interior public spaces, corridors, and operational areas
- **360° coverage** of all entry/exit doors with overlapping fields of view (no blind spots)
- **Dedicated coverage** of ECC operations floor (operator workstations and videowall)
- **Coverage** of all emergency exits, stairwells, and fire escape routes

1.10.1.4. Video Analytics and AI Capabilities

The VMS platform must support the following intelligent video analytics:

Analytics Function	Minimum Capability
Motion Detection	Intelligent motion detection with masking and sensitivity adjustment; false alarm reduction
Intrusion Detection	Virtual tripwire and area intrusion detection with directional filtering
Loitering Detection	Detection of persons remaining in restricted areas beyond configurable time thresholds
Object Removal/Abandonment	Detection of removed or abandoned objects (e.g., suspicious packages)
People Counting	Bi-directional people counting with occupancy analytics for crowd management
Facial Recognition	Optional facial recognition capability for VIP/staff recognition and watchlist alerting (POPIA-compliant)
Vehicle Analytics	License plate recognition, vehicle counting, parking violation detection



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Analytics Function	Minimum Capability
Heat Mapping	Occupancy heat maps for space utilization analysis
Forensic Search	Post-event forensic search by object type (person, vehicle), color, size, direction, and time

1.10.1.5. Integration Requirements

The IP surveillance system must be integrated with:

- **ECC Videowall:** Real-time live feeds displayed on command centre videowall with operator control
- **Access Control System:** Video verification of access events; automatic pop-up of camera feeds on door unlock/alarm
- **BMS/Fire Alarm:** Automatic camera presets triggered by fire alarms or building system alerts
- **Intrusion Detection:** Video verification of alarm zones; automatic recording on alarm activation
- **VoIP/Intercom System:** Integration with IP intercoms for video door entry
- **Mobile Applications:** Secure remote viewing via iOS/Android apps for authorized personnel.

1.10.1.6. Cybersecurity for Surveillance Systems

Security Measure	Requirement
Network Segmentation	Dedicated VLAN for CCTV traffic; firewall isolation from corporate IT network
Camera Authentication	802.1X authentication for all IP cameras; unique credentials per device (no default passwords)
Encryption	HTTPS/TLS encryption for video streams; AES-256 encryption for recorded footage
Access Control	Role-based access control (RBAC) for VMS users; multi-factor authentication (MFA) for administrative access
Firmware Management	Centralized firmware updates; vulnerability scanning and patch management



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Security Measure	Requirement
Audit Logging	Comprehensive audit trails for all system access, configuration changes, and video exports

1.10.2. Electronic Access Control System (EACS)

1.10.2.1. System Architecture

Component	Minimum Specification	Rationale/Compliance
Access Control Platform	Enterprise IP-based access control system; redundant servers (Active/Standby); support for minimum 200 doors and 5,000 cardholders; web-based management interface	Ensures scalability, centralized management, and system resilience
Door Controllers	IP-connected intelligent door controllers (one per door or per two doors); support for multiple credential types; offline operation capability (local decision-making)	Maintains security even during network outages; reduces server load
Credential Technology	Multi-technology readers supporting: Mifare DESFire EV2/EV3 (primary), mobile credentials (Bluetooth/NFC), biometric authentication (fingerprint/facial recognition for high-security areas)	Future-proof credential management; supports mobile-first strategy
Database	SQL-based centralized database with automatic backup; real-time synchronization across redundant servers	Ensures data integrity and disaster recovery capability

1.10.2.2. Access Control Hardware Specifications

Hardware Type	Specification	Deployment Locations
Card Readers (Standard)	Contactless smart card readers (Mifare DESFire EV2/EV3); mobile credential support (BLE/NFC); mullion-mount or gangbox-mount; IP65-rated for outdoor use	Office entry points, warehouse doors, meeting rooms
Biometric Readers	Fingerprint or facial recognition readers; anti-spoofing technology; match-on-card or match-on-server; throughput ≥ 1 person/second	Data centre, ECC entry, executive areas, high-security zones



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Hardware Type	Specification	Deployment Locations
Multi-Factor Readers	Card + PIN pad combination; tamper-resistant; PIN scrambling; weather-resistant	Perimeter gates, fuel storage, critical infrastructure rooms
Keypad-Only Readers	Standalone PIN code entry; weatherproof; battery backup	Emergency exits (egress verification), auxiliary access points
Mobile Credential Readers	Bluetooth Low Energy (BLE) or NFC-enabled readers; hands-free access; integration with smartphone apps (iOS/Android)	Staff and visitor entrances for touchless access
Electric Strikes/Mag Locks	Fail-safe (unlocks on power failure) for emergency exits; fail-secure for normal access doors; minimum 600kg holding force for mag locks	All controlled doors
Request-to-Exit (REX) Devices	PIR motion sensors or push-button REX devices; door position switches (DPS) for monitoring door status	All access-controlled doors
Emergency Break-Glass Units	Red emergency break-glass exit buttons; integration with fire alarm system for automatic unlock	Emergency exits, fire egress routes

1.10.2.3. Controlled Door Schedule

Door Type	Access Control Level	Typical Locations
Level 1 – Public	Unrestricted access during business hours; controlled after hours	Main entrance lobby, public reception
Level 2 – Staff Only	Standard staff card access; time-based access schedules	General office areas, meeting rooms, warehouse
Level 3 – Departmental	Departmental card access only; role-based permissions	Admin offices, HR, Finance, IT workrooms
Level 4 – High Security	Multi-factor authentication (card + PIN or biometric); escort requirements	Data centre, server rooms, ECC operations floor, evidence storage
Level 5 – Critical Infrastructure	Dual-person access rule (two authorized persons required simultaneously); video verification	Generator rooms, electrical switch rooms, fuel storage, armory (if applicable)



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1.10.2.4. Access Control Features and Functionality

The access control system must support:

Feature	Minimum Capability
Time Zones & Schedules	Configurable time-based access profiles (e.g., business hours, 24/7, weekends); holiday schedules
Anti-Passback	Soft or hard anti-passback to prevent credential sharing; global or zone-based
Mustering & Rollcall	Real-time occupancy tracking; emergency mustering reports for evacuation procedures
Interlock (Airlock)	Door interlocking for airlocks and mantraps (second door cannot open until first door closes and locks)
Elevator Control	Integration with elevator systems for floor-level access control
Visitor Management	Temporary credential issuance; visitor pre-registration; host notification; badge printing; automatic expiry
Mobile Credentials	Smartphone-based access via Bluetooth or NFC; over-the-air provisioning; remote revocation
Lockdown Modes	Instant facility-wide or zone-based lockdown triggered by ECC or BMS
Alarm Monitoring	Real-time alerts for: door forced open, door held open, invalid credential attempts, tamper alerts, reader offline
Reporting & Auditing	Comprehensive audit trails; transaction logs; access history reports; compliance reporting (POPIA)

1.10.2.5. Integration Requirements

The access control system must be integrated with:

- **IP Surveillance (CCTV):** Automatic camera pop-ups on access events; video verification of alarms
- **BMS/Fire Alarm:** Automatic door unlocks on fire alarm activation (life safety override)
- **Intrusion Detection:** Arming/disarming of alarm zones based on access control status



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- **HR/IT Systems:** Automatic credential provisioning/de-provisioning based on HR database (joiner/mover/leaver workflow)
- **ECC Operations:** Real-time monitoring and control from ECC workstations; alarm escalation
- **Time & Attendance:** Optional integration for workforce management (if required)

1.10.3. Intrusion Detection System (IDS)

1.10.3.1. System Architecture

Component	Minimum Specification
Control Panel	Networked intrusion detection control panel supporting minimum 128 zones; battery backup 24 hours; IP connectivity to monitoring station
Detection Devices	PIR motion detectors, dual-technology (PIR + microwave) detectors, door/window contacts, glass-break detectors, vibration sensors
Zones	Perimeter protection zones (external doors, windows, fences); internal volumetric zones (motion detection); high-security zones (data centre, ECC)
Keypads	LCD touchscreen keypads with RFID/biometric user authentication; distributed at key entry/exit points

1.10.3.2. Integration with Physical Security Systems

The intrusion detection system must be integrated with:

- **Access Control:** Automatic alarm arming/disarming based on last-person-out logic
- **CCTV:** Video verification of alarm activations; automatic recording and alerts
- **ECC Monitoring:** Real-time alarm annunciation on ECC workstations and videowall
- **Offsite Monitoring:** Integration with 24/7-armed response/security monitoring centre

1.10.4. Physical Security Information Management (PSIM) Platform

1.10.4.1. Unified Security Operations

The facility must incorporate a **PSIM platform** that provides a single pane of glass for all physical security systems:



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PSIM Function	Capability
Unified Dashboard	Real-time display of access control, CCTV, intrusion detection, and BMS alarms on single operator interface
Automated Workflows	Pre-configured standard operating procedures (SOPs) triggered by security events (e.g., perimeter breach triggers camera views, locks doors, notifies security)
Event Correlation	Intelligent correlation of events across multiple systems to reduce false alarms and identify genuine security incidents
Incident Management	Case management for security incidents; audit trail; evidence collection; investigation workflow
Reporting & Analytics	Security KPI dashboards; incident trend analysis; compliance reporting

1.10.4.2. ECC Integration

All physical security systems must be fully integrated into the **Emergency Communication Centre (ECC)** operations:

- Dedicated security monitoring workstations (minimum 2) within ECC
- Real-time alarm display on ECC videowall
- Two-way audio integration with IP intercoms
- Unified logging and incident tracking

1.10.5. Perimeter Security and Outdoor Protection

1.10.5.1. Perimeter Intrusion Detection

Technology	Application
Electric Fencing	2.4m high electric fencing with energizer and alarm interface; compliance with SANS 10222
Infrared Beams	Dual or quad-beam outdoor IR detectors at gates and vulnerable points; anti-masking technology



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Technology	Application
Buried Cable Sensors	Optional: buried perimeter detection cable for high-security zones
Thermal Cameras	Thermal imaging cameras for 24/7 perimeter monitoring (included in CCTV system)

1.10.5.2. Vehicle Access Control

Component	Specification
Automated Barriers/Boom Gates	Heavy-duty boom gates with vehicle loop detectors; LPR/ANPR integration; emergency crash-rated barriers for critical entry points
Vehicle Intercoms	IP-based intercom at vehicle gates with video verification; integration with access control and CCTV
Turnstiles	Full-height or waist-high turnstiles at pedestrian entry points; anti-tailgating detection; integration with access control

1.10.5.3. Cybersecurity for Access Control and Security Systems

Security Measure	Requirement
Network Segmentation	Dedicated security VLAN; firewall isolation from corporate IT; no direct internet access for security systems
Encryption	Encrypted communication between controllers and servers (TLS 1.3 minimum); encrypted credential storage
Authentication	Multi-factor authentication for administrative access; unique credentials per device (no default passwords)
Firmware Management	Regular security patches and firmware updates; centralized patch management
Audit & Compliance	Comprehensive audit logs; compliance with POPIA and SANS 10389 (physical security standards)

1.10.6. Training and Documentation



Terms of Reference:

GT/GDH/032/2026 - Appointment of Service Providers for the Leasing of Office Space, Warehouse, Emergency Communication Centre (ECC), EMS Base Station, and Information Repository for the Emergency Medical Services (EMS) Head Office & Wellness Clinic for a period of three (3) years

The Service Provider must deliver:

- **System Documentation:** As-built drawings, wiring diagrams, configuration files, equipment schedules
- **O&M Manuals:** Operation and maintenance manuals for all security systems
- **Training:** Minimum 3 days comprehensive training for ECC operators, facilities management, and IT staff
- **SOPs:** Standard Operating Procedures for alarm response, incident management, and system maintenance

1.10.7. Service Level Agreements (SLA) for Security Systems

SLA Metric	Target
System Availability	99.95% uptime for access control and CCTV systems
Fault Response Time	Critical faults (ECC, perimeter): 2 hours on-site; Non-critical: 8 hours on-site
Camera Outages	Maximum 5% of cameras offline at any time; restoration within 24 hours
Preventive Maintenance	Quarterly system health checks; annual comprehensive testing and certification

2. TECHNICAL STANDARDS AND COMPLIANCE

All works, installations, and systems delivered under this project must comply with the following national and international standards, codes, and best practices:

2.1. Structured Cabling and Telecommunications

- **TIA/EIA-568-D - 2001:** Commercial Building Telecommunications Cabling Standard
- **ISO/IEC 11801 - 2017:** Information Technology – Generic Cabling for Customer Premises
- **EN 50173 - 2018:** Information Technology – Generic Cabling Systems

2.2. Wireless Networking

- **IEEE 802.11ax (Wi-Fi 6E) - 2021:** High-efficiency wireless LAN standard (minimum)
- **IEEE 802.11be (Wi-Fi 7) - 2025:** Extremely high throughput wireless LAN standard (preferred)
- **WPA3-Enterprise - 2025:** Wireless security authentication protocol

2.3. Power over Ethernet

- **IEEE 802.3bt (PoE++) - 2018:** Power over Ethernet standard supporting Type 3 (60W) and Type 4 (90W) power delivery



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2.4. Data Centre Infrastructure

- **TIA-942-B - 2022:** Telecommunications Infrastructure Standard for Data Centres
- **ISO/IEC 22237- 2023:** Data Centre Facilities and Infrastructures
- **Uptime Institute Tier Standards:** Tier II+ design principles

2.5. Building Management and Automation

- **BACnet (ISO 16484-5):** Building automation and control networks protocol
- **KNX (ISO/IEC 14543-3):** Home and building electronic systems
- **Modbus TCP/IP:** Industrial communication protocol

2.6. Fire Safety and Life Safety Systems

- **SANS 10139 -2021:** Code of Practice for the Classification of Fires and the Selection and Installation of Portable Fire Extinguishers
- **EN 54:** Fire Detection and Fire Alarm Systems (European Standard)
- **NFPA 72:** National Fire Alarm and Signaling Code (reference standard)

2.7. Accessibility and Universal Design

- **SANS 10400-S-2022:** The Application of the National Building Regulations – Facilities for Persons with Disabilities

2.8. Environmental Sustainability

- **ISO 14001 - 2024:** Environmental Management Systems
- **SANS 204-2011:** Energy Efficiency in Buildings
- **Green Building Council South Africa (GBCSA):** Voluntary green building rating system (4-Star minimum target)

2.9. Electrical and Power Systems

- **SANS 10142-1-2024:** The Wiring of Premises – Low Voltage Installations
- **IEC 62305:** Protection Against Lightning
- **IEEE 1100:** Recommended Practice for Powering and Grounding Electronic Equipment (Emerald Book)

2.10. Health and Safety

- **Occupational Health and Safety Act, 1993 (Act No. 85 of 1993):** Construction Regulations 2014
- **SANS 10228- 2022:** Code of Practice for the Safe Use of Ladders

2.11. Cybersecurity and Information Security



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- **ISO/IEC 27001 - 2022:** Information Security Management Systems
- **POPIA (Protection of Personal Information Act, 2013):** Data privacy and protection compliance
- **CIS Controls:** Center for Internet Security Critical Security Controls (v8)

2.12. Quality Assurance and Testing

All systems must undergo:

- **Factory Acceptance Testing (FAT):** Prior to delivery to site
 - **Site Acceptance Testing (SAT):** Following installation and configuration
 - **Commissioning:** Formal handover with as-built documentation, test certificates, O&M manuals, and training material
-



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ANNEXURE G - SERVER ROOM SCOPE OF WORK

NB. The following will constitute a generic Scope of Work for the installation / refurbishment / upgrade of the Server Room / Data Centre for EMS :-

1. Supply and install raised flooring inclusive of new struts (if required)
 - a. Cater for at 10% extra tiles to be used as replacement / buffer stock
 - b. Preferred flooring product = Bergvik Flooring
2. Supply 2 x floor panel suction lifters and deploy within the data centre on relevant hooks
3. Supply and install lighting
 - a. Green concept to be deployed
4. Supply and install EMS (Environmental Management System)
5. CCTV and access control:
 - a. CCTV must cover entrance and space within data centre
 - b. Backup and storage should last for a minimum of 90 days – with a roll over/loop functionality
 - c. Should be setup as recording upon entry or activity
 - d. Access must be biometric and allow for at least 3 administrators
6. Fire suppression
 - a. This must include installation / revitalization / refurbishment of the current GAS room
 - b. Process for fire suppression must be automated and allow for auditing of all actions
 - c. Alerts must be enabled to advise administrators of impending / current status
 - d. Control panel to be updated / replaced for EMS
 - e. Must also allow for administrative access
 - f. Should provide regulated alerts to administrators
 - g. Must allow for auditing and reporting
 - h. Environmental monitoring inclusive of temperature, moisture, or any other untoward activity must be monitored and responded with alerts
 - i. Ability to log into application and must be enable for administrators to periodically monitor environment
 - j. Auditing of all activities and reporting must be enabled
7. Power
 - a. Installation of an UPS related to power requirements
 - b. UPS must be installed inline and



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- c. UPS must provide a minimum of 30 minutes uninterrupted power supply
 - d. The above may be disregarded if campus is reticulated with redundant power and connectivity to a UPS (dedicated power redundancy to server room)
8. Walls (if not compliant)
 - a. Must be repainted in fireproof paint
 - b. Must be resealed to ensure suppression during suppression of fire
9. Cooling
 - a. Installation of a cooling solution requisite to the requirements of the equipment housed within the data centre
 - b. Must be part of the EMS installation and also allow for auditing and reporting
10. Maintenance and support
 - a. A schedule of maintenance and support must be enshrined for the entirety of the contract period
 - b. This must be delineated to all equipment installed
 - c. Must be supported by a 4x4 or NBD process dependent on severity
 - d. Must be costed annually
11. Signage
 - a. Internal and external – general relevant signage to be deployed
12. Handbook
 - a. A manual handbook must be located close to the entrance and be housed in a sturdy and dust proof housing
 - b. An electronic copy must also be made available
13. Training
 - a. Training must be arranged and scheduled for all administrators
 - b. Training material to be distributed electronically
14. All movable equipment to be deployed must be done in a manner that a lift and shift can be performed at any stage after deployment
15. Standards to be incorporated
 - a. Uptime Institute: Operational Sustainability (with and without Tier certification)
 - b. **ISO 9000 – 2015:** Quality System
 - c. **ISO 14000 - 2025:** Environmental Management System
 - d. **ISO 27001 – 2022:** Information Security



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- e. SOC, SAS70 & ISAE 3402 or SSAE16, FFIEC (USA) - Assurance Controls
- f. EN50600-2-6 Management and Operational Information

ANNEXURE H - DATA CENTRE (SEE PDF)

Content:

Annexure I- Disaster Recovery

1. CCTV and Backup and Retention Requirements
2. ECC applications Backup and retention requirements
3. ECC Voice backup and retention requirements
4. ECC Backup site operational requirements

CCTV Backup and Retention Requirements

Retention Period

The system shall retain all CCTV video recordings for a minimum period of 90 days from the date of capture.

Automatic Rollover

The system shall automatically overwrite (roll over) the oldest recordings once the 90-day retention threshold is reached, ensuring continuous recording without manual intervention.

Storage Capacity

The solution should provide sufficient storage capacity to support continuous recording for at least 90 days at the required video resolution, frame rate, and number of cameras.

Data Integrity

The system shall ensure that stored video files remain intact, accessible, and uncorrupted throughout the 90-day retention period.

Backup Operations

The system shall perform automated backups of CCTV recordings according to the organization's DRP and backup policy, ensuring no interruption to live recording.

Access and Retrieval

The system shall allow authorized personnel to search, retrieve, and export video footage from any point within the 90-day archive without impacting ongoing recording or rollover processes.

Security Controls

The system shall restrict access to CCTV backups using role-based authentication and shall maintain an audit log of access and export events.

Compliance



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The solution shall comply with policy, legal, and regulatory requirements related to video surveillance storage and retention as per GPG DRP and Backup Policy

ECC Applications – DRP and Backup Requirements

Scope of Backups

All critical ECC application components must be backed up, including:

- Databases and transaction data
- Configuration and system settings
- Application logs and audit trails
- Interface and integration files

Backup coverage must ensure the system can be fully restored in case of failure.

Storage & Redundancy

Backups must be stored in a secure, redundant environment.

At least one copy shall be retained offsite or in a DR-ready environment.

Storage must include mechanisms for data integrity verification and corruption detection.

Data Retention

Backup data must be retained for a minimum of 24 months.

The system shall automatically manage old data via secure archival once retention thresholds are exceeded.

Retention policies shall comply with organizational DRP and legal/regulatory requirements.

Disaster Recovery & Availability

ECC applications shall be recoverable to meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) defined in the DRP.

DR capabilities must ensure restoration of all application functionality, including database access, user authentication, and integrations.

Failover procedures shall be clearly defined and tested periodically.

Restoration and Testing

Authorized personnel shall be able to restore:

- Full system
- Specific applications
- Individual files or data sets

Periodic DR tests shall validate that backups are usable, and systems can be restored within required RTO/RPO targets.

Security & Compliance

Access to backups and restoration functions shall be limited to authorized personnel via role-based access controls.



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All backup, restore, and DR activities shall be logged and auditable.

Processes must comply with GPG DRP and Backup Policy and any relevant legal or regulatory requirements.

ECC Telephone System – DRP and Backup Requirements

The system shall back up all critical telephone system components, including call recordings, call logs, configurations, IVR menus, queues, and user/agent settings.

Backups shall be stored in a secure primary repository and replicated to an offsite DR location.

All backup data shall be encrypted in transit and at rest.

All backup data shall be date and time stamped.

Call recordings, logs, and system configurations shall be retained for a minimum of 90 days and there after archived.

The ECC Telephone System shall support failover to a DR site or secondary telephony environment.

RTO and RPO for telephone services shall meet the recovery targets defined in the organization's DRP (SOP/SLA)

DR capabilities must ensure continuity of inbound/outbound calls, routing, and IVR operations during outages.

Access to backups, call logs, and recordings shall use role-based access controls for administrators.

Audit logs shall be maintained for all backup, restore, and access activities.

Backup and DR processes must comply with the GPG DRP and Backup Policy.

ECC DR Site operational requirements:

High-speed, reliable network infrastructure to support all ECC operations and real-time replication.

Server room designed to best practices for physical and environmental controls.

Duplicate critical IT and communications systems

Sufficient computers and workstations for dispatchers, call takers, shift leaders, ICT staff and ECC management (70-seater).

12-seater boardroom for EMS management with power, network and projector.

DR desktop computer spec: Dell XPS 8950 core, processor 5.0GHz, Memory 16GB, Storage: 512 GB, Graphics: NVIDIA GeForce, 40" curved screens, keyboard and mouse.

Uninterruptable Power Supply (UPS) systems

Backup generators with seamless transition

Workspaces are equipped with all necessary desktops and critical ECC equipment.

Staff amenities include restrooms, kitchenette, and break areas.

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Emergency exit and must be in compliance with occupational safety standards.



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ANNEXURE J -TELEPHONE SYSTEM REQUIREMENTS

The system must cover four primary operational areas:

1. ECC Production
2. ECC DR Site
3. Back-Office Support
4. Switchboard

ECC Production Telephone Requirements

Mission – critical telephone system for call takers, dispatchers, supervisors and managers

Operator console for 24/7 emergency operations

Call management function (Automatic Call Distribution (ACD), skills-based routing, queue management, real time monitoring, call queueing with priority rules, supervisor monitoring (whisper, barge and silent monitoring), call transfer, hold and conference, music on hold.

Priority call routing for emergency call traffic (112)

Call recording and logging: mandatory 100% of recording of all ECC calls for quality control, analysis, post-incident review and legal compliance with minimum 90 days retentions then archived.

Integration with ECC applications and redundant network infrastructure.

Capability to call-back abandoned calls.

Minimum of 150 concurrent calls

Hotlines to other health facilities, emergency services (fire, police)

Soft phones with noise cancellation headsets

ECC DR Site Telephone Requirements

The DR telephone solution must be able to:

- Mirror the production site call-routing logic
- Support 100% of ECC operations during failover
- Allow manual or automatic DR telephone system activation



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- Have synchronized operator profiles and call queues
- Tools to simulate and test failover scenarios
- Monitoring of DR readiness and failback operations

Back Office Support Telephone requirements

The service provider must provide:

- Desk phones for back-office support staff
- Voice mail functionality
- Key features for management: inbound and outbound calling, call forwarding/divert, call hold and transfer, caller ID, Pin Access, TMS integration and conferencing
- Key features for staff: inbound/outbound calling, call hold and transfer, Caller ID, pin access, TMS integrations with limit settings, hot desking support.

Switchboard/Reception telephone requirements

The service provider must provide that has the capability to:

- Make Inbound and outbound calling, call hold and transfer, show caller ID, Pin access and TMS integration
- Operator management including answering and routing incoming calls, coordinating with different departments, manages switchboard interface
- Activation of after-hours (night service)



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ANNEXURE K - ADDITIONAL LEGISLATION

Primary Legislation

1. Occupational Health and Safety Act (OHS Act), 85 of 1993
2. National Building Regulations and Building Standards Act, 103 of 1977
3. ISO (the International Organization for Standardization)
4. South African National Standards (SANS)

1. Compliance to Regulations under OHS Act

- **Environmental Regulations for Workplaces:** Ventilation, lighting, temperature.
- **General Safety Regulations:** Housekeeping, signage, emergency exits.
- **Electrical Installation Regulations:** Safe wiring and compliance with SANS 10142: 2009.
- **Fire Protection Regulations:** Fire extinguishers, alarms, evacuation plans.
- **Facilities Regulations:** Toilets, drinking water, change rooms.
- **Hazardous Chemical Substances Regulations** (if applicable).
- **Driven Machinery Regulations** (elevators, escalators).

2. Building & Fire Safety Standards Compliance

- **SANS 10400: 2022** series:
 - Part A: General principles
 - Part T: Fire protection
 - Part D: Public safety
 - Part M: Access for people with disabilities
- **SANS 10142: 2009** Electrical installations.
- **SANS 10389: 2018:** Emergency evacuation procedures.
- **SANS 1186: 2008** Safety signs.



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3. Environmental & Energy Compliance

- **National Environmental Management Act (NEMA).**
 - **Energy Efficiency Regulations** (SANS 204: 2011 for building energy efficiency).
 - Waste management compliance.
-

4. Accessibility & Disability Compliance

- **SANS 10400 Part S & M:** Access and facilities for persons with disabilities.
 - Parking, ramps, lifts, signage.
-

5. Municipal By-laws

- Local fire department requirements.
 - Zoning and occupancy certificates.
 - Water and sanitation compliance. – also with wash bay compliance
-

6. Other Relevant Standards

- **ISO 14001-2025:** (Environmental Management).
- **Green Building Council SA** standards (if aiming for green certification).
- **Armoury** compliant with the **Firearms Control Act**, 2000 (Act No. 60 of 2000) and SABS Codes 953/1 and 953/2.
- **TIA/EIA-568-D:** Commercial Building Telecommunications Cabling Standard
- **ISO/IEC 11801- 2025:** Information Technology – Generic Cabling for Customer Premises
- **EN 50173:** Information Technology – Generic Cabling Systems
- **TIA-942-B:** Telecommunications Infrastructure Standard for Data Centres
- **ISO/IEC 22237 - 2024:** Data Centre Facilities and Infrastructures
- **BACnet (ISO 16484-5):** Building automation and control networks protocol



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- **KNX (ISO/IEC 14543-3):** Home and building electronic systems
- **SANS 10139- 2021:** Code of Practice for the Classification of Fires and the Selection and Installation of Portable Fire Extinguishers
- **EN 54:** Fire Detection and Fire Alarm Systems (European Standard)
- **NFPA 72:** National Fire Alarm and Signalling Code (reference standard)
- **ISO 14001- 2025:** Environmental Management Systems
- **SANS 204- 2011:** Energy Efficiency in Buildings
- **Green Building Council South Africa (GBCSA):** Voluntary green building rating system (4-Star minimum target)
- **SANS 10142-1- 2022:** The Wiring of Premises – Low Voltage Installations
- **ISO 11799: 2024** - Information and documentation — Document storage requirements for archive and library materials

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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Submission of Financial Statements

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

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



GAUTENG
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**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



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FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

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

4. ENVIRONMENT

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

5. PROTECTION OF INFORMATION

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



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6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, copy of which is attached marked Annexure A, and that:
 - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
 - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

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



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GAUTENG ETHICS & ANTI CORRUPTION

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

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

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



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

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

9. COMMITMENTS OF THE BIDDERS

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

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



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REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
 - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
 - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
 - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
 - 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
 - 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
 - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



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11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

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

13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)