



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## BID DOCUMENT

<b>BID NUMBER:</b>	<b>ZNB 5755/2023-H</b>
<b>BID DESCRIPTION:</b>	<b>PROVISION OF SCREENING SERVICES TO THE DEPARTMENT OF HEALTH</b>
<b>PERIOD</b>	<b>THIRTY SIX (36) MONTHS</b>
<b>Closing Date:</b>	<b>07 MARCH 2024</b>
<b>Closing Time:</b>	11:00
<b>Physical Address for Collection or Delivery of Bid Documents</b>	KZN Department of Health Central Supply Chain Management Unit Old Boys School 310 Jabu Ndlovu Street Pietermaritzburg, 3201

<b>Name of Bidder:</b>	
<b>CSD Registration Number:</b>	
<b>Income Tax Reference Number:</b>	

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER: **ZNB 5755/2023-H** CLOSING DATE: **07/03/2024** CLOSING TIME:

DESCRIPTION **PROVISION OF SCREENING SERVICES TO THE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY SIX (36) MONTHS**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>Demand Management</b>	CONTACT PERSON	KZN Department of Health
TELEPHONE NUMBER	<b>033 815 8361/8357/8386</b>	TELEPHONE NUMBER	Mrs. T Lembede
FACSIMILE NUMBER		FACSIMILE NUMBER	033 395 2724
E-MAIL ADDRESS	<b>Scm.demand@kznhealth.gov.za</b>	E-MAIL ADDRESS	thandeka.lembede@kznhealth.gov.za

**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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**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.**

PART B  
TERMS AND CONDITIONS FOR BIDDING

i. BID SUBMISSION:

- a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- c. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- d. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

ii. TAX COMPLIANCE REQUIREMENTS

- (a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- (b) 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.
- (c) APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- (d) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- (e) IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- (f) WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- (g) 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: .....

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

DATE: .....

## SECTION A

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION C**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) .....,  
WHO

REPRESENTS (state name of bidder) .....CSD  
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S  
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE  
AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION  
OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY  
BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**SECTION D**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: (NOT APPLICABLE)

Quotation Reference No:

Goods/Service/Work: \_\_\_\_\_

\*\*\*\*\*

This is to certify that (bidder's representative name) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_/\_\_\_/\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

<b>Departmental Stamp With Signature</b>

SECTION E

BIDDER'S DISCLOSURE FORM

6. 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.

7. BIDDERS DECLARATION

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

Yes	No
-----	----

iii. 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

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
-----	----

iv. 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
-----	----

v. If so, furnish particulars: \_\_\_\_\_  
\_\_\_\_\_

8. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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 bidder: \_\_\_\_\_

**Important point to note:** This document **must** be signed and submitted together with your bid

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
ZNB 5755/2023-H

## SECTION F:

### THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

#### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

#### 1. PILLARS OF THE PROGRAMME

1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  1. Any single contract with imported content exceeding US\$10 million.  
or
  2. Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  3. A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  4. Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
1. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
2. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
3. A period of seven years has been identified as the time frame within which to discharge the obligation.

## **5. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **6. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  1. Bid / contract number.
  2. Description of the goods, works or services.
  3. Date on which the contract was accepted.
  4. Name, address and contact details of the government institution.
  5. Value of the contract.
  6. Imported content of the contract, if possible.
1. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **7. PROCESS TO SATISFY THE NIP OBLIGATION**

1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  2. the contractor and the DTI will determine the NIP obligation;
  3. the contractor and the DTI will sign the NIP obligation agreement;
  4. the contractor will submit a performance guarantee to the DTI;
  5. the contractor will submit a business concept for consideration and approval by the DTI;
  6. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  7. the contractor will implement the business plans; and
  8. the contractor will submit bi-annual progress reports on approved plans to the DTI.

9. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number <b>ZNB 5755/2023-H</b> ..... Closing date: <b>07 March 2024</b>	
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print) .....
Date.....	

## SECTION G

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

a. The applicable preference point system for this tender is the 80/20 preference point system.

b. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.4 Failure on the part of a tenderer 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.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
In terms of Departmental Preferential Procurement Regulation Policy 2023, section 8.1.2.1. for Historically Disadvantaged Individuals. The Department allocate full 20 points to companies who are at least 51% Owned by Black People  Note: CSD will be used to verify ownership	20 Points	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- a) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- b) I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>b) who became citizens of the Republic of South Africa by naturalisationi- <ul style="list-style-type: none"> <li>a) before 27 April 1994; or</li> <li>b) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul> </li> </ul>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>d) Black people living in rural and under developed areas;</li> <li>e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>

c) I hereby declare under Oath that:

1. The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
2. The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
3. The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
4. Black Designated Group Owned % Breakdown as per the definition stated above:
  5. Black Youth % = \_\_\_\_\_%
  6. Black Disabled % = \_\_\_\_\_%
  7. Black Unemployed % = \_\_\_\_\_%
  8. Black People living in Rural areas % = \_\_\_\_\_%
  9. Black Military Veterans % = \_\_\_\_\_%
10. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
11. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

- d) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- e) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Stamp**

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – <ol style="list-style-type: none"> <li>who are citizens of the Republic of South Africa by birth or descent; or</li> <li>who became citizens of the Republic of South Africa by naturalisation-</li> <li>before 27 April 1994; or</li> <li>on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ol>
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: <ol style="list-style-type: none"> <li>unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>Black people living in rural and under developed areas;</li> <li>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ol>

- I hereby declare under Oath that:

4. The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
5. The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
6. The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
7. Black Designated Group Owned % Breakdown as per the definition stated above:
  8. Black Youth % = \_\_\_\_\_%
  9. Black Disabled % = \_\_\_\_\_%
  10. Black Unemployed % = \_\_\_\_\_%
  11. Black People living in Rural areas % = \_\_\_\_\_%
  12. Black Military Veterans % = \_\_\_\_\_%
13. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
14. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

15. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
16. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Stamp**

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

**SECTION H:**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

In terms of Treasury Regulation 16A6.3(a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

*I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.*

Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialed** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

## SECTION I:

### SECTION 1: CONDITIONS OF BID

**Note:** The special conditions of contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

#### 1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1. **“Accounting Officer”**: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
- 1.2. **“Contract Duration”**: means the period between the commencement and termination of the contract.
- 1.3. **“Confidential Information”**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
- 1.4. **“Department”**: means the KwaZulu-Natal Department of Health.
- 1.5. **“Head of Department”**: means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
- 1.6. **“Health Facilities”**: means Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.
- 1.7. **“ISO Standards”**: means standards recognized by International Standard Organisation
- 1.8. **“Parties”**: means the KwaZulu-Natal Department of Health and Contractor or Service provider
- 1.9. **“Province”**: means the Province of KwaZulu-Natal.
- 1.10. **“ROE”**: means the Rate of Exchange.
- 1.11. **“SABS”**: means the South African Bureau of Standards.
- 1.12. **“SANS”**: means the South African National Standards.
- 1.13. **“Vendor”**: means **Contracted Supplier or Service Provider**

## 2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to “goods” includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### **3. ACCEPTANCE OF A BID**

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

### **4. CERTIFICATE OF COMPLIANCE**

- 4.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 4.2. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.
- 4.3 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 4.4 In the event of the winning bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, producers and farmers a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, may be required during evaluation or adjudication phase. If the bidder claim to be the manufacturer, a letter confirming that the bidder is the manufacturer may be required during evaluation or adjudication phase.

### **5. COMPLIANCE WITH SPECIFICATION**

- 5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.
- 5.2 The quality of services/ supply must not be less than what is specified.

### **6. PERFORMANCE STANDARDS**

- 6.1 Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections will take place to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes

## **7 QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE**

- 7.1 The Department and/or Institution reserves the right to have any product tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.
- 7.2 If it is discovered that the product supplied is not in accordance with the specification where applicable the following will occur:
- i. Testing charges will be for the account of Contractor.;
  - ii. Possible cancellation of the contract with Contractor.;
  - iii. Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.
- 7.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.
- 7.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.
- 7.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.
- 7.6 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **8. EQUAL BIDS**

- 8.1 During the submission of price quotations, the equal bids and criteria for breaking deadlock in scoring will be as follows:
- 8.1.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
  - 8.1.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **9. LATE BIDS**

- 9.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable to accept late bids.
- 9.2 Bids are late, if they received at the address indicated in the bid documents after the closing date and time. Late bids will be disqualified and rejected from evaluation process.

## **10. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 10.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 10.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 10.3 Bidder must bid for all items, on the indicative commodity price listing, If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'. Bidder who does not quote for all items on the commodity listing may be disqualified and treated as non-responsive.

## **11. ONLY ONE OFFER RECEIVED**

- 11.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
  - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
  - (iii) In all cases, comparison with previous bid prices where these are available.
  - (iv)

## **12. AWARD OF BID(S)**

- 12.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the stipulated price page failing which they will be disqualified.
- 12.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 12.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by parties, using service level agreement or Standard Bidding Document for formal contracts.

## **13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 13.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 13.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **14. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 14.1 The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”
- 14.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”
- 14.3 If a bidder is found to be employed by the state, through the verification from Central Supplier Database (CSD) Registration Report or Department of Public Service and Administration (DPSA) verification system, the bid will be immediately disqualified. If it is discovered that the winning or contracted bidder is employed by the state through other Computer Assisted Audit Technics (CAATS), the award or contract may be immediately terminated.

## **15. TRUST, CONSORTIUM OR JOINT VENTURE**

- 15.1 To ensure compliance with SCM prescripts, a Trust, Consortium or Joint Venture must submit a consolidated Specific Goals for every separate bid. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.
- 15.2 A separate B-BBEE Certificate or Sworn Affidavit will be required from each company participating in the awarded Trust, Consortium or Joint Venture during the formal contract stage.
- 15.3 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.4 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

## **16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 16.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period or extended period.

## **17. CHANGE OF ADDRESS**

- 17.1 Bidders must advise the Department of Health’s Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **18. DELIVERY, MARKING AND PACKAGING**

- 18.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

- 18.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 18.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.
- 18.4 All deliveries must take place from Monday to Friday between 08h00 and 14h00. In emergency cases, the department reserves the right to request the successful bidder/s to urgently effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 18.5 Order details must be presented upon delivery on delivery notes. Deliveries not complying with the order form, specifications or samples submitted, will be returned to the Contractor at the Contractor's expense. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Department. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 18.6 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Department. It is the Contractor's responsibility to off load the delivery vehicle. Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.
- 18.7 The following information must appear on the outer packaging of the carton/box:
- (a) Name of the manufacturer/supplier
  - (b) Description of item
  - (c) Date of manufacture
- 18.8 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
- a) Name of the manufacturer/supplier;
  - b) Description of item;
  - c) Item number code/catalogue number;
  - d) Date of manufacture;
  - e) Product expiry date;
  - f) Batch No.;
  - g) Lot No.
- 18.9 Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation or health standards that is prescribed.
- 18.10 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management at Central Supply Chain Management, Department of Health.

## 19. INVOICES AND PAYMENTS

- 19.1 All invoices must be submitted in the original format.
- 19.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.
- 19.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
  - (b) The name and address of the recipient;
  - (c) An individual serialized number and the date upon which the tax invoice is issued;
  - (d) A description of the goods or services supplied;
  - (e) The quantity or volume of the goods or services supplied
  - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 19.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.
- 19.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- 19.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
  - (ii) If there is no response from Logistics and Accounts Payable, the Finance Manager and the Chief Executive Officer of the institution must be contacted.
  - (iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:
    - a) Name/s of person/s contacted at the Institution and dates; and
    - b) Details of outstanding account.
    - c) The Chief Director: Accounting Services will then take the appropriate action.
- 19.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

## **20. STATEMENT OF SUPPLIES AND SERVICES**

- 20.1 The Contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:
- (i) Name of institution.
  - (ii) Orders received per each institution, order number, catalogue number, description of item, quantity delivered and invoice amount all inclusive.
- 20.2 Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:
- a) SUPPLIER MEASURES**
    - Delivery period adherence
    - Quality adherence

Note: This information will be submitted at the expense of the Contractor.

## **21. FIRM PRICES AND ESCALATIONS**

- 21.1 This bid requires that all bid prices offered are firm for the period of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 21.2 It is the responsibility of the bidder to take necessary precautions or to cater or include cover for unfavourable rate of exchange. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

## **22. VALUE ADDED TAX (VAT)**

- 22.1 All bid prices must be inclusive of all applicable taxes.
- 22.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 22.3 VAT will not be included after an award of the bid or during contract management period.
- 22.4 It is compulsory for bidders to be tax compliant, in the event that they are awarded the bid, Bidders must be tax compliant at time of award, upon placing of orders and during the contract period. Failure to be tax compliant or tax affairs not being in order will result in the disqualification of the bidder or cancellation of the contract or order

## **23. ENTERING OF HOSPITAL/CLINIC STORES**

- 23.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

## **24. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 24.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 24.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

## **25. IRREGULARITIES**

- 25.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this bid or other contracts.
- 25.2 Should there be material errors that could affect fairness of the bid, the Department reserves a right to release and or publish erratum notice to rectify the error.
- 25.3 It may in given circumstances be fair to request a bidder to explain ambiguity or to ask for clarification, where obvious mistake has been identified, unless this process will not lose attribute of fairness, transparency, competitiveness and cost effectiveness.

## **26 UNSATISFACTORY PERFORMANCE**

- 26.1 In amplification of, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 26.2 The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will: Take necessary and appropriate action such as termination of contract in terms of its delegated powers.
- 26.3. When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.
- 26.4 Treasury Regulation 16A9.2 specifies that "The accounting officer or accounting authority –
- (a) may disregard the bid of any bidder if that bidder, or any of its directors –
    - (i) have abused the institution's supply chain management system
    - (ii) have committed fraud or any other improper conduct in relation to such system; or
    - (iii) have failed to perform on any previous contract
- 26.5 **In the event that the awarded bidder fails to perform as per the contract conditions, the bidder may be deemed to have breached the contract and have failed to perform on previous contract and therefore be registered on the Departmental defaulters register.**

## **27 RESTRICTION OF BIDDING**

The Accounting Officer or his/her delegate must:

- b) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
  - i. The grounds for restriction;
  - ii. The period of restriction which must not exceed 10 years;
  - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- c) The Accounting Officer his/her delegate:
  - i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
  - ii. Must assess the reasons provided by the supplier and take the final decision.
- d) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
  - i. The name and address of the entity/ person to be restricted;
  - ii. The identity number of individuals and the registration number of the entity; and
  - iii. The period of restriction.
- e) National Treasury will load the details on the Database of Prohibited Vendors.
- f) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

## **28 CONTRACTOR'S LIABILITY**

- 28.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 28.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **29 RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 29.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

29.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

29.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on such contract.

### **30. PATENTS**

30.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

### **31 WAIVER**

31.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

31.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

### **32 SUSPENSION**

32.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

32.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

32.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

### **33 BREACH**

33.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

33.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

33.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

33.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

33.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

33.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

33.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

33.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.

33.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

33.7.3 Claim damages suffered, as limited under this Contract.

#### **34. PREFERENCES**

34.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:

vi. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or

vii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.

viii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

#### **35. SEVERABILITY**

35.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

#### **36. EXPORT LICENSES**

36.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:

36.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;

36.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **37 INSURANCE**

- 37.1 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.
- 37.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.
- 37.3 The Department and the Contractor must ensure that the insurance remains in force throughout the contract period.
- 37.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate

## **38. ESTIMATED QUANTITIES**

- 38.1 The Department is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Should there be quantities reflected in the bid forms these will be estimated figures and no guarantee is given or implied as to the actual quantity which will be ordered.

## **39. EXTENTION OF CONTRACT**

- 39.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.
- 39.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to the provisions of National Treasury regulations and instruction notes.

## **40. CESSION OF CONTRACT**

- 40.1 Cession refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party. In commercial contracts, the main right involved is the right to be paid for services rendered. While the appointed bidder remains the service provider that continues to render the services, the service provider may cede (transfer) its right to be paid for the services it rendered in terms of the contract to a third party. This means that the service provider renders the services to an organ of state, while the organ of state pays for the services rendered to a third party instead, most commonly, a financial institution.
- 40.2 Cession will only be permissible on approval by the Accounting Officer.

## **41. CONTRACT AMENDMENTS / VARIATIONS**

- 41.1 In amplification of paragraph 18 of the GCC, any amendments/variatioins, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

41.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

41.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

#### **42. INTELLECTUAL PROPERTY**

42.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

#### **43. INSOLVENCY**

43.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted Against it, the Department may terminate this Contract immediately.

43.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

#### **44. DISPUTE RESOLUTION**

44.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **45. DOMICILLIA CITANDI ET EXECUTANDI**

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows :

##### **The Department Physical and Postal Address:**

Department Name	The KwaZulu- Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

**The Contractor or Bidder Physical and Postal Address:**

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

45.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

45.2 A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

45.3 Any notice to a party:

45.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved);

45.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery; or

45.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

**46. PERIOD OF CONTRACT**

The contract will run for a period of 36 months (Three 03 years).

**47. COMPLIANCE WITH TAX REQUIREMENTS**

47.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

47.2 The successful bidder(s) tax matters are expected to be in order during the tenure of the contract, should the bidder fail to comply with tax obligations, the orders may not be issued or the contract may be terminated.

47.3 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.

47.4 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the periodic contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

47.5 Bidders are required to be registered on the CSD and National Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.

47.6 Where Consortia / Joint Ventures / Sub-Contractors are authorised to be involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

**48. PRICE NEGOTIATION PRIOR TO THE AWARD OF BID**

48.1 Should the bid price exceed reasonable and market related prices, the Department reserves a right to negotiate prices with responsive bidder/s before the award is published.

## SECTION 2: EVALUATION CRITERIA

This bid will be evaluated based on the Four (4) phases, should the bidder fail to comply with the requirements of this evaluation criteria it will not progress to the next or last phase of the evaluation.

### Phase 1 - Administrative, Compulsory and Mandatory Requirements

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
<b>Administrative , Compulsory and Mandatory Requirements</b>			
1.	Part A: Invitation To Bid (Sbd 1)	Yes	Yes
2.	Part B: Terms And Conditions For Bidding (Sbd 1)	Yes	Yes
3.	Section A: Special Instructions Regarding Completion Of Bid	Yes	Yes
4.	Section B: Registration On Central Suppliers Database (Csd)	Yes	Yes
5.	Section C: Declaration That Information On Central Suppliers	Yes	Yes
6.	Section D: Official Briefing Session Form ( <b>Not Applicable</b> )	Yes	Yes
7.	Section E: Bidder's Disclosure (SBD 4)	Yes	Yes
8.	Section F: The National Industrial Participation Programme (SBD 5)	Yes	Yes
9.	Section G: Preference Points Claim Form (SBD 6.1)	Yes	Yes
10	Section H: General Conditions Of Contract (GCC)	Yes	Yes
11	Section I: Special Conditions of Contract (SCC)	Yes	Yes
12	Section J: Authority To Sign The Bid	Yes	Yes
13	Section K: Terms Of Reference (Specifications)	Yes	Yes
14	Section L: Pricing Schedule (Sbd 3.2)	Yes	Yes
<b>Mandatory Requirements</b>			
15	Consortium/ Joint Venture/ Partnership agreement, if applicable (Certified copies)	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>
16	B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; <b>or</b> A duly completed sworn affidavit, signed by the deponent and commissioned by the authorized commissioner of oaths. <b>Or</b> A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate. Note: This is required as mandatory requirement but will not be used for scoring of preference points.	<b>Yes</b>	<b>Yes (Phase 1)</b>
17	Active & valid registration as a registered/ accredited Credit Bureau with the National Credit Regulator (NCR) in terms of the National Credit Act 34 of 2005 (NCA) as amended, National Credit Regulations & National Credit Amendment Act, 2014 Proof of NCR registration must be submitted	<b>No</b>	<b>Yes</b>

18	Proof of SAQA accreditation to conduct academic-/ educational qualification verification checks	No	Yes
19	Bidders must provide proof of accreditation from Afiswitch*.	No	Yes
20	Detailed experience, roll out plan, reference letters , cv's	No	Yes, phase 2

Note: Should the bidder fail to comply with the above administrative, compulsory and mandatory requirements the bidder will be disqualified

## Phase 2: Functionality Evaluation

The evaluation of the functionality of the tender will be evaluated as per the criteria contained in the table below:

Criteria	Sub criteria	Score
<b>1. Competency, Capacity and Expertise of the Bidding Company</b> The service provider(s) must provide: <ul style="list-style-type: none"> <li>✓ Company detailed experience.</li> <li>✓ Organogram of Company</li> <li>✓ Provide a project plan on how this project will be executed within timelines, demonstration of a clear understanding of the scope, the approach and methodology is tailored to address the specific project objectives</li> </ul>	10 years or more	30
	5-9 years or less	20
	Less than 5 years	10
<b>Returnable:</b> The service provider(s) must provide: <ul style="list-style-type: none"> <li>✓ Company detailed experience.</li> <li>✓ Company organogram</li> </ul> Provide a project plan on how this project will be executed within timelines		

Criteria	Sub criteria	Score
<b>2. Official Reference letters from clients of the bidding company</b>	10 years or more of Security Screening references	30
	5-9 years of Security Screening references	20
	Less than 5 years of Security Screening references	10
<b>Returnable:</b> Reference letters/testimonials/appointment letters of the bidding company to prove experience in this specialized field Bidders must submit Reference letters/testimonials/appointment letters		
<b>3. Curriculum vitae of Bidding Company incumbents</b> Clearly articulated curriculum vitae including minimum certified certificates for the required qualifications	Five (5) cv's of Incumbents with Five (5) or more years of security screening	30
	Three (3) cv's of Incumbents with Three (3) or more years of security screening	20
<b>Returnable:</b> Curriculum vitae of incumbents Clearly articulated curriculum vitae including minimum certified certificates for the required qualifications		
<b>4. Detailed Roll out plan</b>	Details on how the bidder envisages undertaking this project. The bidder should set out a concise plan of approach and method to be adopted for the Department for the successful implementation of the system offered by the bidder.	10
<b>Returnable:</b> Detailed Roll out plan which <b>must outline the following:</b>  <b>Approach and Methodology:</b>  The bidder to provide details and proof of staff capacity to implement this requirement. The staff requirements should be aligned to the approach and methodology above. Details on how the bidder envisages undertaking this project. The bidder should set out a concise plan of approach and method to be adopted for the Department for the successful implementation of the system offered by the bidder		
<b>TOTAL SCORE</b>		100

**Bidders scoring 70 points and more will proceed to Phase 3**

### Phase 3: System Demonstration

Shortlisted Bidders will be required to undertake a demonstration of the processes from software solution(s) offered & utilised to conduct screening that will be made available to Officials from KwaZulu-Natal Health.

### Phase 4: Price and Preference Points

The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for:

- Price; and
- Specific Goals

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and must not exceed</b>	<b>100</b>

The Department has identified the following specific goal:

- full points(20 points) to companies who are at least 51% Owned by Black People

Ownership verification will be conducted through Central Suppliers (CSD) Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC). Bidders must submit CSD report and CIPC

Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for specific goals are not claimed.

The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department

**SECTION J  
AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

<b>(I)</b>	<b>(II)</b>	<b>(III)</b>	<b>(IV)</b>	<b>(V)</b>	<b>(VI)</b>	
<b>CLOSE CORPORATION</b>	<b>COMPANIES</b>	<b>SOLE PROPRIETOR</b>	<b>PARTNERSHIP</b>	<b>CO-OPERATIVE</b>	<b>JOINT VENTURE / CONSORTIUM</b>	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....  
 hereby authorise Mr/Mrs/Ms .....  
 acting in the capacity of .....  
 whose signature is .....  
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.**

## SECTION K: SPECIFICATION

### 1. PURPOSE

The purpose of this bid is to appoint a service provider to provide security screening and verification service to the Department for a period of 36 months.

### 2. SCOPE OF WORK

The scope of the screening and verification services to the Department of Health is as detailed below.

<b>2.1 PERSON SUITABILITY CHECK (PRE-SCREENING/ SCREENING)</b>
<b>CHECK/ DESCRIPTION</b>
<b>a) Citizenship Verification:</b>
ID Verification/ Validation (ID) <i>Verify ID is validated &amp; matched to Surname</i>
Citizenship Check <i>Verify person's citizenship based on DHA ID no. algorithm</i>
Nationality Check - <i>Verify a person's Nationality (refugee, asylum, etc.)</i>
Passport Verification (Local) - <i>Passport is validated &amp; matched to Surname</i>
Passport Verification (Foreign) - <i>passport is validated &amp; matched to Surname</i>
Permanent Residency Check - <i>Verify individual's South African resident status</i>
Work Permit - <i>Verify South African work permit status of an individual</i>
Marital Status - <i>Verify married/ single/ divorced status of an individual</i>
<b>b) Academic/ Educational Qualifications Verification ( verifies validity of qualifications):</b>
Matric Qualification (South Africa) Post-1992 (Umalusi)
Matric Qualification PRE-1992 (South Africa) <b>Certificate Required</b>
Matric Fraudulent Certificate Verification
Academic Qualification (South Africa)
Academic Qualification (Sub-Saharan Africa)
Academic Qualification (Global)
SAQA Certificate Verification - Determine qualification equivalency
<b>c) Driver's Licence Verification (validity, date of issue/ expiry, code &amp; any endorsements):</b>
Drivers Licence Verification
Public Drivers Permit & Drivers Licence Verification
<b>d) Criminal Record Check Verification:</b>
Criminal AFISwitch <i>electronically captured</i> fingerprint check (Client own system)
Criminal AFISwitch <i>electronically captured</i> fingerprint check (Agent Office)
Criminal - AFISwitch <i>paper based SAPS91(a)</i> fingerprint check
Criminal - AFISwitch <i>electronically captured</i> fingerprint check (Premium Service)
Biometric Fingerprint Scanner/s (AFISwitch Approved):
<b>e) Employment History/ Reference Check Verification:</b>
<i>References: Verify local &amp; foreign employment history (Company, Employment Dates, Position held &amp; RFL, Responsibilities)</i>
Employment History (SA)
Employment History (Global)

Reference Check (SA)
Reference Check (Global)
Character Reference & Proof of Employment (South Africa)
Character Reference & Proof of Employment (Global)
Executive Character Reference & Proof Of Employment (SA)
Executive Character Reference & Proof Of Employment (Global)
<b>f) PERSAL Listing - Confirmation if State Employee:</b>
PERSAL listing/ verification whether State Employee (previously and/or currently)
<b>g) Financial/ Asset Records Check Verification:</b>
Confirmation of Banking Details
Financial Check (ITC) - <i>Credit check to assess applicant's financial history</i>
Financial Check (Experian)
Financial Check (XDS)
Financial Credit Check - Combo/ Overall Report ( <i>TransUnion, Experian &amp; XDS</i> )
Financial Check (Passports) <i>Credit check to assess applicant's financial history</i>
<b>h) Company Intellectual Property Commission (CIPC) Verification:</b>
Business Enterprise Verification / Listing
Director search - <i>Establish links to any Businesses</i>
Individual - Overall CIPC Report
Individual - Detailed CIPC Report
Business Enterprise - Overall CIPC Report
Business Enterprise - Detailed Report
<b>i) Property Verification:</b>
Property Information - Overall Report
Property Information - Detailed Report
Property Information - Deeds Office
<b>j) South African Fraud Prevention Services (SAFPS) Verification:</b>
Fraud Listing Check - SAFPS database search
<b>k) Non-Preferred Listing (National Treasury's Restricted List)</b>
Individual, Director, Employee, etc. - Listing
Business, Sole Proprietor, NGO, NPI, etc. - Listing
<b>l) Regulatory/ Professional Body Membership Registration Verification:</b>
<i>Verify professional association memberships - South Africa</i>
<i>Verify professional association memberships- Foreign</i>
Trade Certificate Verification
PSIRA Registration (establish registration with PSIRA) Body
<b>m) Possible Conflict of Interest Check against Suppliers/ Vendors:</b>
Match/es found of possible Conflict of Interest (SA)
Match/es found of possible Conflict of Interest (Foreign)
<b>n) National Treasury's Central Supplier's Database (CSD) Verification:</b>
Proof of CSD Registration - Detailed Report

Supplier Compliance History - Detailed Report
<b>o) Report on Other Verification Checks:</b>
Other Assets (currently owned / HP other than Property)
Any foreign interests (Financial)
Any foreign interests (Business)
Any foreign interests (Shares/ Shareholding)
Other investments (SA)
Other investments (Foreign)
Retail Database (CGCSA)
Principle Trace
<b>p) Report on CCMA Case Outcomes:</b>
Verification Check with the CCMA on labour matters
<b>q) Other Information/ Verification/ Comments:</b>
Verification/ Check Administration Fee
Verification/ Check Cancellation Fee

## 2.2 DATABASE MANAGEMENT

### CHECK/ DESCRIPTION

- a) Creating, storing, hosting, monitoring and managing various databases
- b) Some databases will be pre-loaded with detailed information of each KwaZulu-Natal Department of Health Employees & Suppliers
- c) Information to act as source data & used in designing the monitoring/ reporting Tool to that of the requirements of the KwaZulu-Natal Department of Health.  
  
 Note: Taking into consideration full non-disclosure agreement as stated in this Bid & associated legislation.  
  
 Information must be stored/ housed by the Successful Bidder in database/s with no limitation on the number of records on each database for the Department - this means "open" databases with unlimited number of records.
- d) Although these databases must be "open" or "unlimited"; as a guideline & for calculation purposes;
  - the Department's full staff establishment may be in excess of/ in the region of 71,000 employees
  - the Department's Supplier base ±6,000
- e) The system should also be able to handle large volumes of data and manage up to an average of 1,000 checks i.r.o. candidates in a given period of a month.
- f) Be accessible via the Internet Web-Based application/ Online by means of a "Front End"
- g) Make allowance for Candidate/ Employee/ Supplier records to be added, amended, de-activated/ removed, etc.

h) “Automatically” run all the required checks * for each Candidate/ Employee/ Supplier added to the database as well as when changes/ updates are made to any information on any of the records.
i) <u>“Flag” or Highlight (identify and indicate):</u> i) All “failed: checks ii) Any irregularities found once checks have been run/ completed iii) Possible Conflict of Interest between Employees & Departmental Suppliers iv) Report any other early warning signs
j) Continuously monitor change/ movement on all data/ records, incl. previous checks & “automatically” alert users of changes on an ongoing basis/monitoring
k) Provide comprehensive reports on checks as conducted - Individual and Supplier
l) Include a desktop reporting tool that provide comprehensive reports; i) On each Person / Supplier, ii) In different formats and layouts,  That must also be of a similar style to that of “Dashboard Reports”, and that can be created/ tailor made to the Department’s specific needs.
m) In order to improve on early detection or identification of potential risk(s) that could lead of unnecessary costs to the Department, the Successful Bidder will be required to provide Software Solutions/ - Applications as follows:
i) History/ record of Candidates that has been pre-screened for pre-employment, as well as – unlimited
ii) That can accommodate the full staff establishment of KwaZulu-Natal Department of Health – “Open/ Unlimited”
iii) All Departmental Suppliers/ Enterprises (including potential Suppliers) – “Open/ Unlimited”
n) Bidders must indicate the cost to set up each database, make the modifications to align everything to suit the KwaZulu-Natal Department of Health’s reporting needs.  Note: Cost must include the hosting, backing up of data, etc.

## 2.3 TRAINING

The successful Bidder is responsible for the provision of Training, as follows:

Initial training must be provided to the relevant staff identified in the PSC Unit and cost(s) pertaining to travelling, accommodation, etc. is for the successful bidder’s account.

The successful bidder should provide follow-up training as and when the need arises. The cost of the follow up training will be paid for as and when the training is requested. The bidder should provide costing of providing training session to a group of 10 officials. The cost of follow up training should not be included in the bid price, it is indicative of future training cost.

#### **2.4 AfiSwitch/Other System Requirements:**

The bidders should specify the hardware requirements for the offered solution to ensure that the Department is able to accommodate the system offered with its available hardware. The bidders should specify at least the following hardware requirements.

1. Minimum Processor:
2. Recommended/ Minimum RAM (not shared with graphic card)
3. Software Compatibility - Microsoft Windows:
4. Software Compatibility -Microsoft Office:
5. 2 x USB ports (specify USB1 or USB2 as preferred)
6. Minimum Graphic Card:
7. Display Resolution:
8. Free Storage Space (recommended depending on use of system):
9. Antivirus that must be used:
10. Recommended Connectivity:
11. Other Systems Requirements:

<b>2.5 DEPARTMENTAL SUPPLIER/ BIDDER VERIFICATION CHECK</b>	
<b>CHECK/ DESCRIPTION</b>	
<b>a) National Treasury's Central Supplier's Database (CSD) Verification:</b>	
	Proof of CSD Registration - Detailed Report
	Supplier Compliance History - Detailed Report
<b>b) Company Intellectual Property Commission (CIPC) Verification:</b>	
	Business Enterprise Verification / Listing
	Director search - Establishes links to any businesses
	Individual - Overall CIPC Report
	Individual - Detailed CIPC Report
	Business Enterprise - Overall CIPC Report
	Business Enterprise - Detailed Report
<b>c) Sole Proprietor Verification:</b>	
	Sole Proprietor - Verification of Registration
	Sole Proprietor - Overall Report
	Sole Proprietor - Detailed Report
<b>d) Trusts Verification:</b>	
	Trust Report - Overall Report
	Trust Report - Detailed Report
<b>e) Non-Profit Organisation Verification:</b>	
	NPO - Overall Report
	NPO - Detailed Report
	Whether NPO is registered with SARS as a PBO
<b>f) PERSAL Listing - Confirmation if State Employee:</b>	
	PERSAL Listing - <i>Verification whether individual is a State Employee</i>
<b>g) Possible Conflict of Interest Check against Suppliers/ Vendors:</b>	
	Match/es found of possible Conflict of Interest (SA)
	Match/es found of possible Conflict of Interest (Foreign)
<b>h) Financial/ Asset Records Check Verification:</b>	<i>Credit check to assess applicant's financial history</i>
	Confirmation of Banking Details
	Financial Check (ITC)
	Financial Check (Experian)
	Financial Check (XDS)
	Financial Check - Combo/ Overall
	Credit check between TransUnion, Experian & XDS
	Financial Check (ITC) Passports
	Financial Check Other (specify):
<b>i) Non-Preferred Listing (National Treasury's Restricted List)</b>	
	Listing on National Treasury's Restricted List – Individual
	Listing on National Treasury's Restricted List – Business

<b>j) South African Revenue Services (SARS) Verification:</b>
Verification of registration with SARS i.r.o. Income Tax
Verification of registration with SARS i.r.o. VAT/ Diesel
Verification of registration with SARS i.r.o. PAYE
Verification of registration with SARS i.r.o. UIF
Verification of registration with SARS i.r.o. SDL
<b>k) Judgements Check/ Verification:</b>
Judgement Listing - Individual/ Director
Judgement Listing - Business
<b>l) South African Fraud Prevention Services (SAFPS) Verification:</b>
Fraud Listing with SAFPS – Individual/ Director
Fraud Listing with SAFPS – Business
<b>m) Regulatory/ Professional Body Membership Registration Verification:</b>
Verify Professional Association Memberships - South Africa
Verify Professional Association Memberships - International
Trade Certificate Verification
PSIRA Registration Check - establish registration with PSIRA
Registration Check (Other):
<b>n) B-BBEE Certificate Verification:</b>
B-BBEE Certificate validity verification
<b>o) Property Verification:</b>
<b>p) Report on Other Verification Checks:</b>
Other Assets (currently owned / HP other than Property)
Any foreign interests (Financial)
Any foreign interests (Business)
Any foreign interests (Shares/ Shareholding)
Other Assets (currently owned / HP other than Property)
Other investments (SA)
Other investments (Foreign)
Retail Database (CGCSA)
Principle Trace
<b>q) Other Information/ Verification/ Comments:</b>
Check Administration Fee (please detail)
Check Cancellation Fee (please detail)
<b>r) Report on CCMA Case Outcomes:</b>
Check with the CCMA on labour matters

## 2.6 PERSONNEL SUITABILITY CHECKS (Pre-Screening/ Screening)

2.6.1 Citizenship Verification Check, that must provide the following:

- ID number validation/ verification & that ID number belongs to correct person (details provided)
- Citizenship/ Nationality status (work permit validity, permanent residence, refugee, asylum, etc.)
- Applicable dates: Validity/ registration details, etc.
- Passport information verification (if required) in respect of Local and Foreigners
- Marital status & applicable date(s)

2.6.2 Academic- / Educational Qualification Verification Checks to be conducted on (SAQA accredited)

- Secondary Education / Highest Standard/ Grade passed
- Tertiary Education / Post-Matric qualification(s)
- Any other Professional Qualification(s)
- All applicable dates: Date of completion of qualification, etc.

2.6.3 Driver's Licence Verification:

- Code of type of vehicle licence
- Veracity of information provided by the candidate
- Applicable dates: Date obtained, driver's licence card validity dates
- Including confirmation of PDP where necessary

2.6.4 Criminal Records Check, that must provide the following details;

- Surname, Full Name(s), ID number
- Case Number, Place of Offence, Type of Offence(s) / Charge(s)
- Outcome of the court case (e.g. Not Guilty, Withdrawn, Guilty, Pending, Illicit, etc.),
- Court ruling, sentence, judgement passed (e.g. 10 yrs imprisonment, 5 years suspended, fine, etc.)
- Current status: Whether individual completed serving sentence, is currently on parole, etc.)
- Applicable dates: Outcome, Sentencing/ Judgement, Parole, etc.

**Note:** In the event that the outcome of a Criminal Record check is questioned/ challenged, an original SAPS 91(a) Fingerprint Form completed at the nearest South African Police Services (SAPS) station and afterwards forwarded to Security Management Services - Head Office for it to be sent for confirmation of the result to an accredited Afiswitch Service Provider.

2.6.5 Employment History/ Reference Checks

- History: Previous Employer's details, Position Held, Period Employed
- Reference: Details of Reference, Relationship to the applicant/ candidate

2.6.6 Confirmation of whether individual is a State employee PERSAL Listing (Province & Department)

2.6.7 Financial/ Asset Records Check, that must provide:

- Confirmation of Banking details
- Consolidated across platform Credit Report (reflecting data from all the major SA Credit Bureaus)
- All applicable dates

2.6.8 Company Intellectual Property Commission (CIPC) Checks to identify

- Previous / current link(s) to Business Enterprises (e.g. Active, Resigned, etc.)
- The individuals' role in the Business Enterprise (e.g. Director, Member, etc.,)
- Applicable dates (incl. business registration, date member joined/resigned)

- Applicable dates: Registration of Business, date joined/ left the Business as well as the reason for leaving the Business (e.g. resign, deceased, etc.)
  - Percentage (%) shares/ ownership in the Business
  - Comprehensive CIPC report on matches found - reflecting all Director details, % shares, etc.
- 2.6.9 Property Report (previously owned & current, property value(s), bond & all ownership details, etc.)
- Applicable dates: Property acquisition/ registration/ sale
  - Registration with the relevant Deed's Office
- 2.6.10 South African Fraud Prevention Services (SAFPS) - Negative/ Positive Result (including details)
- 2.6.11 Non-Preferred Listing with National Treasury check - Negative/ Positive Result (including details)
- 2.6.12 Regulatory / Professional Body's Membership Registration (including details)
- 2.6.13 Possible Conflict of Interest Check against Departmental Suppliers/ Vendors (including details)
- 2.6.14 CCMA Verification Check on labour matters
- 2.6.15 Report on Other Checks:
- Other Assets (currently owned other than property, with whom, number and value of shares, etc.)
  - Any Foreign Interest/s such as Business interest/s, financial interest/s, shares/ shareholding, etc.
  - Other Investment(s) (detailing with whom, value, etc.) not mentioned above

## **2.7 DEPARTMENTAL SUPPLIER/ BIDDER VERIFICATION CHECKS**

- 2.7.1 Registration with National Treasury's Central Supplier's Database -
- 2.7.2 Company Intellectual Property Commission (CIPC) Check
- Provide an overall/comprehensive report - reflecting all details (similar to a disclosure certificate)
  - Business Enterprise Status (currently & previously, incl. history)
  - Ownership details, % shares, role in Business (Director/ Member, etc.), Status (Active, Resigned, etc.)
  - All applicable dates: When Business was registered, when each Director joined/ left as well as the reason for leaving the Business such as resigned, deceased, etc.)
  - Link/s to Other Government/ Departmental Suppliers/ Vendors
  - Cross-Reference Directorship between two (2) or more Suppliers/ Vendors/ Business Enterprises
  - Possible Conflict of Interest between State Employees (Provincial & National), current/previous
  - Whether any of the Directors are/have been employed by the State & which Department
  - Individual/s role in the Business Enterprise (e.g. Director, Member, etc.,)
- 2.7.3 Sole Proprietor Check

- Provide an overall/comprehensive report - reflecting all details of Business (including processes)
- Registration details with SARS, Local Regional Council and/ or other associated information
- All applicable dates: Date of registration with all the relevant authorities
- Link/s to Other Departmental Suppliers/ Vendors
- Cross-Reference Directorship between two (2) or more Suppliers/ Vendors/ Business Enterprises
- Possible Conflict of Interest between State Employees (Provincial & National), current/previous

2.7.4 Trusts Check (Department of Justice & Constitutional Development)

- Provide an overall/comprehensive report - reflecting all details of Trust / Trustees
- Registration details with the Master of the High Court, Department of Justice and Constitutional Development (DoJ&CD), South African Revenue Services (SARS), etc.
- Applicable dates: Date of registration with all the relevant authorities
- Link/s to Other Departmental Suppliers/ Vendors
- Cross-Reference Directorship between two (2) or more Suppliers/ Vendors/ Business Enterprises
- Possible Conflict of Interest between State Employees (Provincial & National), current & previous

2.7.5 Non-Profit Organisations (NPO's)/ Non-Governmental Organisations (NGO's) Check

- Provide an overall/comprehensive report - reflecting all details of NPO/ NGO
- Registration details with the Department of Social Development, etc.
- Confirm registration as a Public Benefit Organisation (PBO) with SARS or not
- Confirm whether registered with CIPC
- Applicable dates: Registration with Social Development, SARS, CIPC
- Cross-Reference Directorship between two (2) or more Suppliers/ Vendors/ Business Enterprises
- Possible Conflict of Interest between State Employees (Provincial & National), current/ previous

2.7.6 PERSAL listing showing whether any Directors/ Members of the Business is employed by the State

2.7.7 Possible Conflict of Interest Check against existing Departmental Employees

2.7.8 Financial/ Asset Records Check, that must provide:

- Confirmation of Banking details are correct
- Property Report (previously owned & currently, property value, bond & ownership details, etc.)
- Whether any links found between Suppliers/ Vendors on the Property check result
- All applicable dates

2.7.9 Non-Preferred Listing with National Treasury check - Negative/ Positive (including details)

2.7.10 South African Revenue Services (SARS) Check - Compliance/ Non-Compliance (including details)

2.7.11 Judgements Check - Listing any/all judgements (positive/ negative) related to the Business (detailed)

- 2.7.12 South African Fraud Prevention Services (SAFPS) - Negative/ Positive (including details)
- 2.7.13 Regulatory, Professional Body's Membership Registration as per Industry Legislation (detailed)
- 2.7.14 B-BBEE Certificate Verification/ Check - Provide detailed information, compliance/ non-compliance
- 2.7.15 Property Report (previously owned & current, property value(s), bond & all ownership details, etc.)
  - Applicable dates: Property acquisition/ registration/ sale
  - Registration with the relevant Deed's Office
- 2.7.16 CCMA Verification Check on labour matters

## 2.8 DATABASE MANAGEMENT SERVICES

- 2.8.1 The successful Bidder will also be responsible for Database Management which consists of creating, storing, hosting, monitoring and managing of various databases (including pre-loaded) that will contain detailed information of each of the KwaZulu-Natal Department of Health Employees and Suppliers.
- 2.8.2 This information will be used to act as source data to be used in the designing/ modifying the Monitoring/ Reporting Tool to that of the requirements of the KwaZulu-Natal Department of Health.
- 2.8.3 In order to improve on early detection or identification of potential risk(s) that could lead of unnecessary costs to the Department, the Successful Bidder will be required to provide Software Solutions/ - Applications that can accommodate the full staff establishment of KwaZulu-Natal Department of Health, a record of candidates that has been pre-screened as well as all Departmental Suppliers/ Business Enterprises (including potential Suppliers).
- 2.8.4 All data/ information must be stored/ housed by the Successful Bidder in database/s with no limitation on the number of records on each database for the Department - this means an "open" database with unlimited number of records.
- 2.8.5 Although it's stated that these databases must be "open" or "unlimited"; the following is provided as a guideline that the Department's full staff establishment may be in excess of/ in the region of 71,000 employees & ±6,000 Suppliers. However the Department of Health KZN is requesting an "open"/ "unlimited" database.  
  
It must be further stated that the Service Provider may necessarily not be required to load as many records.
- 2.8.6 The system should also be able to handle large volumes of data and manage up to an average of 500 to 1,000 checks i.r.o. candidates/ applicants in a given period of a month.
- 2.8.7 The Software Solutions/ - Applications offered must:
  - a) Ensure that all the KwaZulu-Natal Department of Health's data that is securely stored, maintained, monitored and backed up on regular basis by Service Provider; taking into consideration the confidentiality of the information.

- b) Be accessible via the Internet Web-Based application/ Online by means of a “Front End”.
- c) Make allowance for Candidate/ Employee/ Supplier records to be added, amended, de-activated/ removed, etc.
- d) “Automatically” run all the required checks (taking into consideration the relevant checks *mentioned in paragraphs 2.1 & 2.2*) for each Candidate/ Employee/ Supplier added to the database as well as when changes/ updates are made to any information on any of the records.
- e) “Flag” or Highlight (identify and indicate):
  - i) All “failed: checks
  - ii) Any irregularities found once checks have been run/ completed
  - iii) Possible Conflict of Interest found between Employees & Departmental Suppliers
  - iv) Report any other early warning signs
- f) Continuously monitor change/ movement on all data/ records, including previous checks and “automatically” alert users of these changes on an ongoing basis (ongoing monitoring).
- g) Provide comprehensive reports on checks as conducted - Individual and Supplier.
- h) Include a desktop reporting tool that provide comprehensive reports:
  - i) On each Person / Supplier,
  - ii) In different formats and layouts,
  - iii) That must also be of a similar style to that of “Dashboard Reports”, and
  - iv) That can be created/ tailor made to the Department’s specific needs.

## 2.9 TRAINING

The successful appointed services are responsible for the provision of Training at no additional cost, as follows:

- 2.9.1 Initial training must be provided to the relevant staff identified in the PSC Unit and cost(s) pertaining to travelling, accommodation, etc. is for the successful bidder’s account.
- 2.9.2 Follow-up training to be provided as and when required or as soon as possible in the case of change(s) in legislation, technology, etc. and cost(s) pertaining to travelling, accommodation, etc. is for the successful bidder’s account.
- 2.9.3 The Department of Health KwaZulu-Natal reserves the right to increase the number of users that can be accommodated at no additional cost and no annual costs will be entertained.
- 2.4.4 The Department of Health KwaZulu-Natal reserves the right to choose the check that they require as there are certain checks that can be conducted internally within the Department.

- 2.9.4 The successful service provider must provide ongoing training to KwaZulu-Natal Department of Health Person Suitability Check Unit employees (PSC Unit) for the duration of the contract and training provided must be of a very high standard that is in line with legislative changes/ compliance matters that may affect screening requirements and associated industry standards.

## **2.10 AFISWITCH/OTHER SYSTEM REQUIREMENTS**

- 2.10.1 The bidders should specify the hardware requirements for the offered solution to ensure that the Department is able to accommodate the system offered with its available hardware. The bidders should specify at least the following hardware requirements.
- 2.10.1.1 Minimum Processor:
  - 2.10.1.2 Recommended/ Minimum RAM (not shared with graphic card)
  - 2.10.1.3 Software Compatibility - Microsoft Windows:
  - 2.10.1.4 Software Compatibility -Microsoft Office:
  - 2.10.1.5 2 x USB ports (specify USB1 or USB2 as preferred)
  - 2.10.1.6 Minimum Graphic Card:
  - 2.10.1.7 Display Resolution:
  - 2.10.1.8 Free Storage Space (recommended depending on use of system):
  - 2.10.1.9 Antivirus that must be used:
  - 2.10.1.10 Recommended Connectivity:
  - 2.10.1.11 Other Systems Requirements:
- 2.10.2 The Department will provide its own hardware, except for scanner and other hardware specifically requested in this bid. The bidder is not expected to provide the hardware as specified above.

## **2.11 SERVICE DELIVERABLES**

- 2.11.1 The successful service provider must supply screening services, provide user friendly/ web-based/ front end software solution(s) including database management to conduct Supplier-/ Personnel Suitability Checks and must make provision for local & foreign data (where possible) and must be to the highest standards, reducing risk and costs to the KwaZulu-Natal Department of Health.
- 2.11.2 The successful service provider must provide the required licensing in respect of any of the Software solution(s) offered (where required) in order to access the various applications/ databases and will be responsible for the updating of all Software solutions/ applications with the most up to date version at no additional cost to the Department for the contract duration.
- 2.11.3 Accessibility to any web based systems/ software solutions (incl. licensing) must accommodate a minimum of fourteen (14) users and the initial cost once off. The Department of Health KwaZulu-Natal reserves the right

to increase/ decrease the number of users that can be accommodated at no additional cost and no annual costs will be entertained.

- 2.11.4 The successful service provider must provide ongoing training to KwaZulu-Natal Department of Health Person Suitability Check Unit employees (PSC Unit) for the duration of the contract and training provided must be of a very high standard that is in line with legislative changes/ compliance matters that may affect screening requirements and associated industry standards.
- 2.11.5 The KwaZulu-Natal Department of Health Person Suitability Check Unit (PSC Unit) should have direct access to the successful service provider software solutions/ systems so as to ensure complete control at all times and to track the status/ progress made on all checks and the PSC Unit should also be allowed to contact the successful Bidder telephonically or via e-mail for enquiry/ correspondence related purposes.
- 2.11.6 The successful service provider will be responsible for Database Management which consists of creating, storing, hosting, monitoring and managing of various databases (including pre-loaded data) that will contain detailed information of all KwaZulu-Natal Health Employees & Suppliers & must make allowance for the addition/ amendment/ removal of records (incl. any other information as required) where this information will be used to act as source data to be used in designing/ modifying the Monitoring/ Reporting Tool to that of the requirements of the KwaZulu-Natal Department of Health.

The software solution/ system offered must be able to produce integrated and comprehensive reports as well as statistics on an as and when required basis.

- 2.11.7 Criminal check results must be obtained within 7 (seven) days from submission of scanned/ electronic fingerprints
- 2.11.8 The databases mentioned must provide for complete Suitability Checks/ Screening to be done on each candidate and/ or existing employees by means of identification number (as an alternative) in the event of fingerprint reader failure.
- 2.11.9 The successful service provider must provide Biometric Finger Print Scanners\* as follows:
- a) An estimated initial requirements consists total number of fifteen (15) biometric fingerprint readers/ scanners\*; one (1) biometric fingerprint reader/ scanner\* for each of the eleven (11) Districts and four (4) for Head Office in Pietermaritzburg which must be integrated to Head Office where the entire Person Suitability Check (PSC) function will be conducted.
  - b) Bidders must provide the cost of each of the Biometric Finger Print Scanners. The cost should include the cost of subsequent purchase if operationally there is need for additional scanners
  - c) The scanners should b supplied with 24 months warranty.
  - d) The KwaZulu-Natal Department of Health reserves the right to increase the number of biometric fingerprint scanners\* required and the adjusted accordingly (per unit) as specified and agreed upon.
  - e) The specification of a biometric fingerprint scanner\* unit offered must be certified/ approved to be compliant with Afiswitch requirements & offering the Afiswitch Premium Service is preferred/ would be advantageous.

- f) All the biometric fingerprint reader scanners\* must be integrated to that of the Head Office: Security Services: Integrity Management Unit where the entire PSC will be conducted.

\*\*\* Biometric fingerprint scanners offered must match that which is specified by Afiswitch; who renders a fingerprint clearance service to authorised/ accredited Enterprises, on behalf of the South African Police Services (SAPS) as governed by provisions of an agreement entered into between Afiswitch and South African Police Services (SAPS), and as formally announced in the Government Gazette, Vol. 496, No. 29319 dated 27 October 2006.

2.11.10 In cases where the outcome of a Criminal Record check is questioned/ challenged, an original SAPS 91 (a) Fingerprint Form completed at the nearest South African Police Services (SAPS) will then be forwarded to Security Management Services situated at Head Office of the Department for it to be sent for confirmation of the Criminal Check Result (validation/ clearance) to Afiswitch through the successful Bidder who must be an accredited Afiswitch Service Provider.

2.11.11 South African Qualifications Authority (SAQA) Educational Qualifications verification/ results must be finalised within and not exceed the turnaround times indicated below from the date of screening request received (unless a case is unique):

- a) Seven (7) working days for local applicants that have post-1992 Matric certificates,
- b) One (1) calendar month for local applicants that have pre-1992 Matric certificates, and
- c) Two (2) calendar months for international qualifications

## 2.12 GENERAL INSTALLATION REQUIREMENTS

2.12.1 The successful Bidder must provide the Software solutions/ applications including all databases, reports, etc. that will be used by the PSC Unit must be compatible with the following:

- a) Microsoft Office Products: Windows, Word, Excel, Access, etc. (databases, etc.)
- b) Internet/ Web Browsers: MS Internet Explorer
- c) Adobe: Acrobat, Reader XI (for .pdf Reports)
- d) Additional Software applications (App) or solutions as required

2.12.2 All correspondence, documents, reports, statistics, etc. must be provided/ available in various formats (electronic and hard copy) and that are industry accepted standards such as Microsoft Word, Excel, PowerPoint, (doc, xls, ppt), Adobe Acrobat/ Reader (pdf), etc.

2.12.3 Software solutions/ databases offered that deals with databases must be able to back-up (on a regular basis) all checks done on each Candidate, Employee and Supplier for audit purposes & future reference.

2.12.4 Software solutions/ databases must each have administrative rights by means of user password management, restrictions, etc.

2.12.5 All written deliverables (reports, statistics, information, details of each check, etc.) must be phrased in such a way that the terms and language used is easily understood by non-technical individuals.

2.12.6 Requests not specified in this document may be identified on an as and when required basis included associated costs be mutually agreed upon between the successful Bidder and the Department, prior to execution of any action required.

## **2.13 NATIONAL CREDIT REGULATOR (NCR)**

For the purpose of conducting financial/ asset record checks (credit checks), The service provider is required to have active & valid registration as a registered/ accredited Credit Bureau with the National Credit Regulator (NCR) in terms of the National Credit Act 34 of 2005 (NCA) as amended, National Credit Regulations & National Credit Amendment Act, 2014

## **2.14 SOUTH AFRICAN QUALIFICATION AUTHORITY (SAQA)**

Proof of SAQA accreditation - conducting academic-/ educational qualification verification checks

## **2.15 AFISWITCH\* (AUTOMATED CRIMINAL RECORD CHECKS) – ACCREDITED ENTERPRISE**

Afiswitch renders a fingerprint clearance service only to accredited Service Providers, on behalf of the South African Police Services (SAPS) as governed by the provisions of an agreement entered into between Afiswitch and the South African Police Services (SAPS) formally announced in the Government Gazette, Vol. 496, No. 29319 dated 27/10/2006. Bidders must provide proof of accreditation from Afiswitch\*

## **2.16 NATIONAL ASSOCIATION OF PROFESSIONAL BACKGROUND SCREENER (NAPBS)**

The National Association of Professional Background Screeners (NAPBS) is an International Organisation where the screening profession is represented by a diversity of Companies ranging in all sizes, technology offerings and areas of focus. While most members are competitors, through NAPBS they come together to provide education and develop best practices for the profession.

Registration with the National Association of Professional Background Screeners (NAPBS) is recommended.

## **2.17 SYSTEM'S ABILITY, CAPACITY, & CAPABILITIES**

Bidders are required to provide documentary proof on various aspects of the product/s offered in relation to the scope of work as indicated in this document and should include information on the resources and the relevant systems that will be used for this purpose of which the software solution(s)/ -application(s) must be able to do the following:

### **2.17.1 Provide information on the System's:**

- a) Ability
- b) Capacity
- c) Capability

### **2.17.2 The system must be able to do the following:**

- a) Access to various systems in order to conduct the various screening as required (including those of sub-contractor's or outsourced by the Prime Contractor)
- b) Direct interface between Employees & Suppliers on their relevant system/s
- c) Uploading capability (incl. importing & exporting bulk data/ records)

- d) Live/ Ongoing Tracking and Monitoring capability
- e) Dashboard Reports and Statistics (Examples/ Samples)

*Note: The above should include information on the resources & relevant systems that will be used for this purpose.*

## **2.18 SYSTEM DEMONSTRATION / TURNAROUND TIME(S)**

- 2.18.1 Bidders may be required to undertake a demonstration of the processes from software solution(s) offered & utilised to conduct screening that will be made available to Officials from KwaZulu-Natal Health.
- 2.18.2 The approach and methodology must show the understanding of how screening services are conducted and also to submit samples of consolidated screening report/s as indicated above.
- 2.18.3 Bidders must provide proof of the turnaround times it takes to conduct a full Candidate's, Employee and Supplier screening.

## **2.19 END USER CONDITIONS**

- 2.19.1 The service provider must be able to provide working hours call centre support details and have experienced support staffs that has comprehensive understanding of the system set, fault detection and ratification and be available to respond as per the 12 hour turnaround time.

## **2.20 PROJECT DELIVERABLES**

- a) The project must be completed by the date agreed upon by all parties involved
- b) Training and course material would be provided by the supplier.
- c) The tutorial will be written as intranet applications.
- d) All technical illustrations, drawings, schematics must be presented to management through data projection, in English language.
- e) DoH will appoint the Communications Manager to serve as a project coordinator/Manager.
- f) The successful Bidder will provide technical support to DOH staff on implementation of the proposal.
- g) The successful Bidder shall ensure that on installation, all media containing the instructional content of the proposal are free of material faults and processing errors.
- h) The service provider and the Department of Health will sign a Service Level Agreement.
- i) Both parties will sign the maintenance agreement.
- j) Billing for installation, services and product completed will be submitted at the end of each calendar month.

## **2.21. ASSESSMENT EVALUATION CRITERIA**

- a) Service providers must submit a Detailed Roll out Plan which will demonstrate the methodology and approach to be adopted for the Department for the successful implementation of the system offered by the bidder.
- b) The service provider(s) must also submit proof of verifiable references, employees competencies and company relevant experience (Employees CV, testimonies of previous clients in terms of relevant experience, previous contract appointment letters and verifiable references)

Bids will be evaluated in terms of stipulated criteria

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

Name of bidder.....	Bid number: <b>ZNB 5755/2023-H</b>
Closing Time 11:00	Closing date <b>07 March 2024</b>
<b>BID DESCRIPTION</b>	
<b>DESCRIPTION: PROVISION OF SCREENING SERVICES TO THE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>	

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

<b>1. PERSON SUITABILITY CHECK (PRE-SCREENING/ SCREENING)</b>			
<b>a) Citizenship Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
ID Verification/ Validation (ID) Verify ID is validated & matched to Surname			
Citizenship Check Verify person's citizenship based on DHA ID no. algorithm			
Nationality Check - Verify a person's Nationality (refugee, asylum, etc.)			
Passport Verification (Local) - Passport is validated & matched to Surname			
Passport Verification (Foreign) - passport is validated & matched to Surname			
Permanent Residency Check - Verify individual's South African resident status			
Work Permit - Verify South African work permit status of an individual			
Marital Status - Verify married/ single/ divorced status of an individual			
Other (please specify):			
<b>TOTAL PRICE FOR ALL THREE YEARS: (V.A.T INCL)</b>	<b>R</b>		
<b>b) Academic/ Educational Qualifications Verification ( verifies validity of qualifications):</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Matric Qualification (South Africa) Post-1992 (Umalusi)			
Matric Qualification PRE-1992 (South Africa) Certificate Required			
Matric Fraudulent Certificate Verification			
Academic Qualification (South Africa)			

Academic Qualification (Sub-Saharan Africa)			
Academic Qualification (Global)			
SAQA Certificate Verification - Determine qualification equivalency			
Other (please specify)			
<b>TOTAL PRICE FOR ACADEMIC/ EDUCATIONAL QUALIFICATIONS VERIFICATION(V.A.T INCL)</b>	R		
<b>c) Driver's Licence Verification</b> (validity, date of issue/ expiry, code & any endorsements):	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Drivers Licence Verification			
Public Drivers Permit & Drivers Licence Verification			
Other (please specify):			
<b>TOTAL PRICE FOR DRIVER'S LICENCE VERIFICATION(V.A.T INCL)</b>	R		
<b>d) Criminal Record Check Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Criminal AFISwitch electronically captured fingerprint check (Client own system)			
Criminal AFISwitch electronically captured fingerprint check (Agent Office)			
Criminal - AFISwitch paper based SAPS91(a) fingerprint check			
Criminal - AFISwitch electronically captured fingerprint check (Premium Service)			
Biometric Fingerprint Scanner/s (AFISwitch Approved):			
Specify Make/ Model Offered:			
Rental cost of each Scanner (p/m)			
Rental cost of each Scanner (p/a)			
* Maintenance/replacement cost of each scanner must be included			
Purchase of each Scanner:			
* Maintenance/replacement cost of each scanner must be included			
Other (please specify):			
<b>TOTAL PRICE FOR CRIMINAL RECORD CHECK VERIFICATION: (V.A.T INCL)</b>			
<b>e) Employment History/ Reference Check Verification:</b> References: Verify local & foreign employment history (Company, Employment Dates, Position held & RFL, Responsibilities)	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Employment History (SA)			
Employment History (Global)			
Reference Check (SA)			
Reference Check (Global)			

Character Reference & Proof of Employment (South Africa)			
Character Reference & Proof of Employment (Global)			
Executive Character Reference & Proof Of Employment (SA)			
Executive Character Reference & Proof Of Employment (Global)			
Other (please specify):			
<b>TOTAL EMPLOYMENT HISTORY/ REFERENCE CHECK VERIFICATION: (V.A.T INCL)</b>	R		
<b>f) PERSAL Listing - Confirmation if State Employee:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
PERSAL listing/ verification whether State Employee (previously and/or currently)			
Other (please specify):			
<b>TOTAL PRICE FOR PERSAL LISTING - CONFIRMATION IF STATE EMPLOYEE: (V.A.T INCL)</b>	R		
<b>g) Financial/ Asset Records Check Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Confirmation of Banking Details			
Financial Check (ITC) - Credit check to assess applicant's financial history			
Financial Check (Experian)			
Financial Check (XDS)			
Financial Credit Check - Combo/ Overall Report (TransUnion, Experian & XDS)			
Financial Check (Passports) Credit check to assess applicant's financial history			
Financial Check Other (please specify):			
<b>TOTAL PRICE FOR FINANCIAL/ ASSET RECORDS CHECK VERIFICATION: (V.A.T INCL)</b>	R		
<b>h) Company Intellectual Property Commission (CIPC) Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Business Enterprise Verification / Listing			
Director search - Establish links to any Businesses			
Individual - Overall CIPC Report			
Individual - Detailed CIPC Report			
Business Enterprise - Overall CIPC Report			
Business Enterprise - Detailed Report			
Other (please specify):			

<b>TOTAL PRICE FOR COMPANY INTELLECTUAL PROPERTY COMMISSION (CIPC) VERIFICATION: (V.A.T INCL)</b>	R		
<b>i) Property Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Property Information - Overall Report			
Property Information - Detailed Report			
Property Information - Deeds Office			
Other (please specify):			
<b>TOTAL PRICE FOR PROPERTY VERIFICATION: (V.A.T INCL)</b>	R		
<b>j) South African Fraud Prevention Services (SAFPS) Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Fraud Listing Check - SAFPS database search			
Other (please specify)			
<b>TOTAL PRICE FOR SOUTH AFRICAN FRAUD PREVENTION SERVICES (SAFPS) VERIFICATION: (V.A.T INCL)</b>	R		
<b>k) Non-Preferred Listing (National Treasury's Restricted List)</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Individual, Director, Employee, etc. - Listing			
Business, Sole Proprietor, NGO, NPI, etc. - Listing			
Other (please specify):			
<b>TOTAL PRICE FOR NON-PREFERRED LISTING (NATIONAL TREASURY'S RESTRICTED LIST) (V.A.T INCL)</b>	R		
<b>l) Regulatory/ Professional Body Membership Registration Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Verify professional association memberships - South Africa			
Verify professional association memberships- Foreign			
Trade Certificate Verification			
PSIRA Registration (establish registration with PSIRA) Body			
Other (please specify):			
<b>TOTAL PRICE FOR REGULATORY/ PROFESSIONAL BODY MEMBERSHIP REGISTRATION VERIFICATION: (V.A.T INCL)</b>	R		

<b>m) Possible Conflict of Interest Check against Suppliers/ Vendors:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Match/es found of possible Conflict of Interest (SA)			
Match/es found of possible Conflict of Interest (Foreign)			
Other (please specify)			
<b>TOTAL PRICE FOR POSSIBLE CONFLICT OF INTEREST CHECK AGAINST SUPPLIERS/ VENDORS: (V.A.T INCL)</b>	<b>R</b>		
<b>n) National Treasury's Central Supplier's Database (CSD) Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Proof of CSD Registration - Detailed Report			
Supplier Compliance History - Detailed Report			
Other (please specify):			
<b>TOTAL PRICE FOR NATIONAL TREASURY'S CENTRAL SUPPLIER'S DATABASE (CSD) VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		
<b>o) Report on Other Verification Checks:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Other Assets (currently owned / HP other than Property)			
Any foreign interests (Financial)			
Any foreign interests (Business)			
Any foreign interests (Shares/ Shareholding)			
Other investments (SA)			
Other investments (Foreign)			
Retail Database (CGCSA)			
Principle Trace			
Other (please specify):			
<b>TOTAL PRICE FOR REPORT ON OTHER VERIFICATION CHECKS: (V.A.T INCL)</b>	<b>R</b>		
<b>p) Report on CCMA Case Outcomes:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Verification Check with the CCMA on labour matters			
Other (please specify):			
<b>TOTAL PRICE FOR REPORT ON CCMA CASE OUTCOMES: (V.A.T INCL)</b>	<b>R</b>		
<b>q) Other Information/ Verification/ Comments:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Verification/ Check Administration Fee			

Verification/ Check Cancellation Fee			
Other (please specify):			
<b>TOTAL PRICE FOR OTHER INFORMATION/ VERIFICATION/ COMMENTS:</b>	R		
<b>SUB TOTAL PERSONALITY SUITANILITY CHECK (V.A.T INCL)</b>			

2. DEPARTMENTAL SUPPLIER/ BIDDER VERIFICATION CHECK			
CHECK/ DESCRIPTION			
<b>a) National Treasury's Central Supplier's Database (CSD) Verification:</b>	Price per application of verification type ( Year One)	Price per application of verification type ( Year Two)	Price per application of verification type ( Year Three)
Proof of CSD Registration - Detailed Report			
Supplier Compliance History - Detailed Report			
Other (please specify):			
<b>TOTAL PRICE FOR NATIONAL TREASURY'S CENTRAL SUPPLIER'S DATABASE (CSD) VERIFICATION(V.A.T INCL)</b>	R		
<b>b) Company Intellectual Property Commission (CIPC) Verification:</b>	Price per application of verification type ( Year One)	Price per application of verification type ( Year Two)	Price per application of verification type ( Year Three)
Business Enterprise Verification / Listing			
Director search - Establishes links to any businesses			
Individual - Overall CIPC Report			
Individual - Detailed CIPC Report			
Business Enterprise - Overall CIPC Report			
Business Enterprise - Detailed Report			
Other (please specify):			
<b>TOTAL PRICE FOR COMPANY INTELLECTUAL PROPERTY COMMISSION (CIPC) VERIFICATION(V.A.T INCL)</b>	R		
<b>c) Sole Proprietor Verification:</b>	Price per application of verification type ( Year One)	Price per application of verification type ( Year Two)	Price per application of verification type ( Year Three)
Sole Proprietor - Verification of Registration			
Sole Proprietor - Overall Report			
Sole Proprietor - Detailed Report			
Other (please specify):			
<b>TOTAL PRICE FOR SOLE PROPRIETOR VERIFICATION: (V.A.T INCL)</b>	R		
<b>d) Trusts Verification:</b>	Price per application of verification type ( Year One)	Price per application of verification type ( Year Two)	Price per application of verification type ( Year Three)
Trust Report - Overall Report			
Trust Report - Detailed Report			
Other (please specify):			
<b>TOTAL PRICE FOR TRUSTS VERIFICATION: (V.A.T INCL)</b>	R		

<b>e) Non-Profit Organisation Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
NPO - Overall Report			
NPO - Detailed Report			
Whether NPO is registered with SARS as a PBO			
Other (please specify)			
<b>TOTAL PRICE FOR NON-PROFIT ORGANISATION VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		
<b>f) PERSAL Listing - Confirmation if State Employee:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
PERSAL Listing - Verification whether individual is a State Employee			
Other (please specify):			
<b>TOTAL PRICE FOR PERSAL LISTING - CONFIRMATION IF STATE EMPLOYEE: (V.A.T INCL)</b>	<b>R</b>		
<b>g) Possible Conflict of Interest Check against Suppliers/ Vendors:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Match/es found of possible Conflict of Interest (SA)			
Match/es found of possible Conflict of Interest (Foreign)			
Other (please specify)			
<b>TOTAL PRICE FOR POSSIBLE CONFLICT OF INTEREST CHECK AGAINST SUPPLIERS/ VENDORS(V.A.T INCL)</b>	<b>R</b>		
<b>h) Financial/ Asset Records Check Verification: Credit check to assess applicant's financial history</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Confirmation of Banking Details			
Financial Check (ITC)			
Financial Check (Experian)			
Financial Check (XDS)			
Financial Check - Combo/ Overall Credit check between TransUnion, Experian & XDS			
Financial Check (ITC) Passports			
Financial Check Other (specify)			
Other (please specify):			
<b>TOTAL PRICE FOR FINANCIAL/ ASSET RECORDS CHECK VERIFICATION(V.A.T INCL)</b>	<b>R</b>		

<b>i) Non-Preferred Listing (National Treasury's Restricted List)</b>	<b>Price per application of verification type (Year One)</b>	<b>Price per application of verification type (Year Two)</b>	<b>Price per application of verification type (Year Three)</b>
Listing on National Treasury's Restricted List – Individual			
Listing on National Treasury's Restricted List – Business			
Other (please specify)			
<b>TOTAL PRICE FOR NON-PREFERRED LISTING (NATIONAL TREASURY'S RESTRICTED LIST) (V.A.T INCL)</b>	<b>R</b>		
<b>j) South African Revenue Services (SARS) Verification:</b>	<b>Price per application of verification type (Year One)</b>	<b>Price per application of verification type (Year Two)</b>	<b>Price per application of verification type (Year Three)</b>
Verification of registration with SARS i.r.o. Income Tax			
Verification of registration with SARS i.r.o. VAT/ Diesel			
Verification of registration with SARS i.r.o. PAYE			
Verification of registration with SARS i.r.o. UIF			
Verification of registration with SARS i.r.o. SDL			
Other (please specify):			
<b>TOTAL PRICE FOR SOUTH AFRICAN REVENUE SERVICES (SARS) VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		
<b>k) Judgements Check/ Verification:</b>	<b>Price per application of verification type (Year One)</b>	<b>Price per application of verification type (Year Two)</b>	<b>Price per application of verification type (Year Three)</b>
Judgement Listing - Individual/ Director			
Judgement Listing - Business			
Other (please specify):			
<b>TOTAL PRICE FOR JUDGEMENTS CHECK/ VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		

<b>l) South African Fraud Prevention Services (SAFPS) Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Fraud Listing with SAFPS – Individual/ Director			
Fraud Listing with SAFPS – Business			
Other (please specify):			
<b>TOTAL PRICE FOR SOUTH AFRICAN FRAUD PREVENTION SERVICES (SAFPS) VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		
<b>m) Regulatory/ Professional Body Membership Registration Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Verify Professional Association Memberships - South Africa			
Verify Professional Association Memberships - International			
Trade Certificate Verification			
PSIRA Registration Check - establish registration with PSIRA			
Registration Check (Other):			
Other (please specify):			
<b>TOTAL PRICE FOR REGULATORY/ PROFESSIONAL BODY MEMBERSHIP REGISTRATION VERIFICATION(V.A.T INCL)</b>	<b>R</b>		
<b>n) B-BBEE Certificate Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
B-BBEE Certificate validity verification			
Other (please specify):			
<b>TOTAL PRICE FOR B-BBEE CERTIFICATE VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		
<b>o) Property Verification:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Other (please specify):			
<b>TOTAL PRICE FOR PROPERTY VERIFICATION: (V.A.T INCL)</b>	<b>R</b>		

<b>p) Report on Other Verification Checks:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Other Assets (currently owned / HP other than Property)			
Any foreign interests (Financial)			
Any foreign interests (Business)			
Any foreign interests (Shares/ Shareholding)			
Other Assets (currently owned / HP other than Property)			
Other investments (SA)			
Other investments (Foreign)			
Retail Database (CGCSA)			
Principle Trace			
Other (please specify):			
<b>TOTAL PRICE FOR REPORT ON OTHER VERIFICATION CHECKS: (V.A.T INCL)</b>	<b>R</b>		
<b>q) Other Information/ Verification/ Comments:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Check Administration Fee (please detail)			
Check Cancellation Fee (please detail)			
Other (please specify):			
<b>TOTAL PRICE FOR OTHER INFORMATION/ VERIFICATION/ COMMENTS(V.A.T INCL)</b>	<b>R</b>		
<b>r) Report on CCMA Case Outcomes:</b>	<b>Price per application of verification type ( Year One)</b>	<b>Price per application of verification type ( Year Two)</b>	<b>Price per application of verification type ( Year Three)</b>
Check with the CCMA on labour matters			
Other (please specify)			
<b>TOTAL PRICE FOR REPORT ON CCMA CASE OUTCOMES:</b>	<b>R</b>		
<b>SUB TOTAL DEPARTMENTAL SUPPLIER/ BIDDER VERIFICATION CHECK (V.A.T INCL)</b>			

<b>3. DATABASE MANAGEMENT PRICING</b>		
History/ record of Candidates that has been pre-screened for pre-employment, as well as – unlimited	Ongoing/ Live	R
That can accommodate the full staff establishment of KwaZulu-Natal Department of Health – “Open/ Unlimited”	Ongoing/ Live	R
All Departmental Suppliers/ Enterprises (including potential Suppliers) – “Open/ Unlimited”	Ongoing/ Live	R
Bidders must indicate the cost to set up each database, make the modifications to align everything to suit the KwaZulu-Natal Department of Health’s reporting needs. Note: Cost must include the hosting, backing up of data, etc.	Initial/ Once Off	R
Bidders must specify/ indicate any other cost(s) not covered/ mentioned		
<b>SUB TOTAL DATA BASE MANAGEMENT (V.A.T INCL)</b>		<b>R</b>
<b>4. TRAINING COST</b>		
The bidders should provide the training cost of training as part of the initial training.		
Other cost- Training cost for 10 officials to be facilitated at a later stage as and when required should be costed. (This cost should not be included in the training cost. R.....)		.
<b>TOTAL PRICE FOR PERSON SUITABILITY CHECK (PRE-SCREENING/ SCREENING),</b>		R.....
<b>TOTAL PRICE FOR DEPARTMENTAL SUPPLIER/ BIDDER VERIFICATION CHECK</b>		R.....
<b>TOTAL PRICE FOR DATABASE MANAGEMENT</b>		R.....
<b>TRAINING COST (INCL V.A.T)</b>		R.....
<b>GRAND TOTAL/ TOTAL BID PRICE: (Total of 1+2+3+4)</b>		R.....

Required by: KZN DEPARTMENT OF HEALTH  
 -At: SECURITY SERVICES  
 Country of origin: .....

Delivery period (on order) .....

Failure to comply with the above shall invalidate the offer received.

.....  
 (Signature of Bidder)                      Date                      (Signature of Witness)                      Date

# **ANNEXURE A**

## **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## NOTES

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
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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 theRSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 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 security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation Programme (NIP)**

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

**34. Prohibition of Restrictive practices**

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.