INVITATION TO BID

NDOH 24 / 2017-2018

APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE OF SECURITY SYSTEMS AT THE FORENSIC PATHOLOGY LABORATORIES IN JOHANNESBURG AND CAPE TOWN.

COMPULSORY BRIEFING/SITE INSPECTIONS
Cape Town Lab: Date: 08/01/2018; Venue: 120 Albert Road Woodstock; Time: 10:00
Johannesburg Lab: Date: 09/01/2018; Venue: 110 Joubert Street; Braamfontein; Time: 10:00
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

Failure to comply might invalidate your bid proposal.

NB: A TWO ENVELOPE BIDDING SYSTEM WILL BE APPLICABLE; PRICING SCHEDULE/ COSTING MODEL SHOULD BE SUBMITTED IN A SEPARATE ENVELOPE.

* SBD1 (Invitation to bid) (Make sure it is signed)
* SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
* SBD 3.1 or SBD 3.2 or SBD 3.3 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
* SBD 4 (Declaration of interest) (Make sure it is signed)
* SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
* SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
* SBD 9 (Certificate of independent bid determination) (Make sure it is signed)
* Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
* Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
INVITATION TO BID

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

BID NUMBER: NDOH 24/2017-2018  CLOSING DATE: 22/01/2018  CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider upgrade of security systems at the Forensic Pathology Laboratories Johannesburg and Cape Town.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Attention: Mr. SD Dlamini

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Thabo Sehume streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

PRETORIA CITY CENTRE

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER
CODE NUMBER

TELEPHONE NUMBER
CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER
CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);

A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:
Department: National Health
Contact Person: L Makhafola
Tel: 012 395 8935
Email: Letlhogonolo.Makhafola@health.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:
Department: National Health
Contact Person: Mr L Mashalane
Tel: (012) 395 8613
Email: Lehotlo.Mashalane@health.gov.za
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder: Bid number: NDOH 24/2017-2018
Closing Time 11:00 Closing date: 22/01/2018

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
</table>

- Required by: .................................................................
- At: .................................................................

- Brand and model .............................................................
- Country of origin .............................................................
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ..........................................................
- Period required for delivery ..........................................................
  *Delivery: Firm/not firm
- Delivery basis .............................................................

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ……………………………………………………………

2.2 Identity Number: ………………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder²): ………………………………………

2.4 Company Registration Number: …………………………………………………………………………………

2.5 Tax Reference Number: ……………………………………………………………………………………………

2.6 VAT Registration Number: …………………………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: .................................................
Name of state institution at which you or the person connected to the bidder is employed: .................................................
Position occupied in the state institution: .................................................

Any other particulars:

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
2.9.1 If so, furnish particulars.

…………………………………………………………………………………..
…………………………………………………………………………………..
………………………………………………………………………………….

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

…………………………………………………………………………………..
…………………………………………………………………………………..
…………………………………………………………………………………..

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

…………………………………………………………………………………..
…………………………………………………………………………………..
…………………………………………………………………………………..

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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4 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................. ..................................................
Signature Date

.................................................. ..................................................
Position Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - 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 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

\[
\begin{align*}
80/20 & \quad & 90/10 \\
Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) & \quad & Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\end{align*}
\]

Where

\[
\begin{align*}
Ps & = \text{Points scored for price of bid under consideration} \\
Pt & = \text{Price of bid under consideration} \\
P_{\text{min}} & = \text{Price of lowest acceptable bid}
\end{align*}
\]

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
</tbody>
</table>
5. **BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: \( \ldots = \ldots \text{(maximum of 10 or 20 points)} \)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted?

ii) The name of the subcontractor:

iii) The B-BBEE status level of the subcontractor:

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OR

Any EME
8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: ........................................................................................................

8.2 VAT registration number: ................................................................................................

8.3 Company registration number: .........................................................................................

8.4 TYPE OF COMPANY/FIRM

- [ ] Partnership/Joint Venture / Consortium
- [ ] One person business/sole propriety
- [ ] Close corporation
- [ ] Company
- [ ] (Pty) Limited

[ Tick applicable box ]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

................................................................................................................................................
................................................................................................................................................
................................................................................................................................................
................................................................................................................................................
................................................................................................................................................

8.6 COMPANY CLASSIFICATION

- [ ] Manufacturer
- [ ] Supplier
- [ ] Professional service provider
- [ ] Other service providers, e.g. transporter, etc.

[ Tick applicable box ]

8.7 Total number of years the company/firm has been in business: ........................................

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   
   a. abused the institution’s supply chain management system;
   
   b. committed fraud or any other improper conduct in relation to such system; or
   
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4.4
Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

#### 4.4.1
If so, furnish particulars:

---

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………………………………………………………………………………………………………………………………………………………………………

Signature  Date

…………………………………………………………………………………………………………………………………………………………………………………………………

Position  Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

___________________________________________________ _____________________

(Bid Number and Description)

in response to the invitation for the bid made by:

___________________________________________________ ___________________________

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:__________________________________________________ _____

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

\(^3\) 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.
10. 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.

......................................................... .........................................................
Signature                                      Date

......................................................... .........................................................
Position                                      Name of Bidder

Js914w 2
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
the aggregate liability of the supplier to the purchaser, whether
under the contract, in tort or otherwise, shall not exceed the total
contract price, provided that this limitation shall not apply to the
cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of
1998, as amended, an agreement between, or concerted practice by,
firms, or a decision by an association of firms, is prohibited if it is
between parties in a horizontal relationship and if a bidder (s) is / are
or a contractor(s) was / were involved in collusive bidding (or bid
rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or
evidence obtained by the purchaser, has / have engaged in the
restrictive practice referred to above, the purchaser may refer the
matter to the Competition Commission for investigation and possible
imposition of administrative penalties as contemplated in the
Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

1. INTRODUCTION

The National Department of Health (NDOH) intends to appoint a reputable service provider that possesses the required expertise, knowledge and experience for the supply, installation and maintenance of electronic security systems installed in Cape Town and Johannesburg FCL’s.

The Department will enter into a contract with the successful bidder for a period of thirty-six (36) months to deliver the aforementioned services.

2. BACKGROUND

NDOH is committed in creating and sustaining a relatively risk-free business environment that will ensure the safeguarding of lives, the protection of privileged information, property, assets and stakeholders or members of the public at large within its premises.

National Department of Health is responsible to provide safe and secure working environment for all NDOH personnel. This can be achieved by ensuring proper access control measures and procedures are in place. In order to effectively exercise access control, the directorate needs to ensure that all access control systems are fully functional. The Johannesburg FCL is fitted with CCTV Camera Systems, access control (Biometrics) and boom gates. The system was installed and commissioned in 2010. The Cape Town FCL is also fitted with CCTV and access control systems and which was installed and commissioned in 2008. There was no maintenance contract in place for regular maintenance. Currently, the system is malfunctioning and should be upgraded/ refurbished.

3. STATUS QUO OF THE SECURITY INFRASTRUCTURE:

3.1 Johannesburg FCL

CCTV

The current system consists of a Lenel on guard head end, 34 internal analogue CCTV cameras, 5 outdoor analogue cameras. It is submitted that the current Lenel on guard head
end system is non-operational. Camera viewing PC hard drive has crashed. The camera viewing PC hard drive need to be replaced and operating system and Lenel on guard software or alternative be installed.

ACCESS CONTROL SYSTEM (Lenel)

It is submitted that the current Lenel on guard system is partially functional. The current system comprises of 69 biometric readers with 25 push buttons (exit). These doors are controlled by means of biometric readers. The Lenel on guard System requires urgent replacement in order to restore the system to a fully functional status.

DISPLAY SCREENS

The control room consists of two (2) 32 inch monitors and four (4) 18 inch monitors. The screens are fitted on the console.

BOOM GATES

The building is fitted with two turnstile Boom Gates. Currently the boom gates are fully operational.

3.2 Cape Town FCL

CCTV

The current system consists of a Proxinet (DVR) head end, 49 internal analogue CCTV cameras, 5 outdoor analogue cameras. It is submitted that the current Proxinet head end system is non-operational, in serviceable and discontinued.

ACCESS CONTROL SYSTEM (PROXNET)

It is submitted that the current Proxinet system is partially functional. The current system comprises of 55 Dallas key button with 25 push buttons (exit). These doors are controlled by means of Dallas key button.

DISPLAY SCREENS

The access control system consists of one (1) 32 inch monitors and two (2) 32 inch monitors.

4. SCOPE OR SPECIFICATION OF THE PROJECT

The appointed service provider will be expected to perform repairs and maintenance on the following security systems:

5.1 JOHANNESBURG AND CAPE TOWN FORENSIC LABORATORY
5.1.1 Replace and maintain Integrated Security Systems: the current security system software should be replaced with an open platform Web-based Physical Security Information Management (PSIM) system. The system must meet the following functional requirements:

<table>
<thead>
<tr>
<th>Item</th>
<th>Technical Requirements</th>
<th>Comply</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Open Platform Web-Based Physical Security Information Management system</td>
<td>The system shall monitor and control facility access, and shall perform alarm monitoring, camera and video monitoring (when integrated with a compatible integrated Video Monitoring System), communications loss monitoring, and temperature monitoring.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The system shall also maintain a database of system activity, personnel access control information, and system user passwords and user role permissions.</td>
<td></td>
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<tr>
<td></td>
<td>The system shall be html login based and devices addressable via an TCP/IP infrastructure</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>The system shall be controlled from a web browser and require no software installation or client licenses.</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>The system shall provide control and access to users on Local Area Networks (LAN) or Wide Area Networks (WAN), and wireless networks with secure security algorithms.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The embedded operating system for the Global Security Operations Center (GSOC) appliance shall have Linux, Ubuntu 14.4 or latest platform as the operating platform.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The operating system kernel shall be open-source and no operating system training or certification shall be necessary.</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>The database shall be an embedded PostgreSQL relational database requiring a small footprint and provides high reliability.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>The web server shall be based on an embedded Apache™ web server enabling users to access and operate the system using a web browser.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software updates, upgrades, and patches shall occasionally be provided.</td>
<td></td>
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</tr>
</tbody>
</table>
|                                                                      | Update of the application software shall only
be possible from an update file on board the GSOC appliance.

The GSOC system shall provide a fully integrated, multi-site solution which allows for a single point of control, while also providing local autonomy at individual sites.

The GSOC application software shall enable system operators and administrators to monitor and control multiple distributed access system controllers simultaneously.

**Mobile System application overview**

- Mobile App: A mobile APP must be provided to allow for remote mobile operation of the access control and video management systems
- Multi-System Control: This must include the ability to switch between separate systems or partitions should the need arise.
- SSL Support: This must typically provide encrypted communications between
- Mobile applications and the system controller

**Mobile Security Management**

- Video Surveillance: A facility is required to deliver live video and event-based video recording from any of the cameras connected to the system controlled directly from a mobile application.
- Video Snapshot: A facility is required to allow sharing of critical images via email or a text message chosen by a user
- Event Monitoring: A facility must display event activity and video of interest, both in real time or recorded images as selected by a user.
- Person Detail: A facility is required to provide programmed access control person identification and their access history log through a single touch operation.
- Door Controls: A facility is required to enable momentary unlocking of any selected door installed within the system
• Photo ID Capture: A facility is required to take an ID photo directly from the mobile application
• Evacuation Management: A facility is required to allow tracking and control of an emergency evacuation and allow the management of multiple mustering points

<table>
<thead>
<tr>
<th>HARDWARE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GSOC Controller</td>
<td></td>
</tr>
<tr>
<td><strong>Operation:</strong> Rated for continuous operation in ambient temperatures of 50° to 95° F (10° to 35° C) and a relative humidity of 5 to 90 percent, noncondensing.</td>
<td></td>
</tr>
<tr>
<td>b. <strong>Storage:</strong> Component storage at ambient temperatures of -40° to 158° F (-40° to 70° C) and relative humidity of 5 to 90 percent, non-condensing.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONAL REQUIREMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. The Global Security Operations Center (GSOC) system shall provide a fully integrated, multi-site solution which allows for a single point of control, while also providing local autonomy at individual sites.</td>
<td></td>
</tr>
<tr>
<td>1. The GSOC appliance shall link multiple independent system controllers together.</td>
<td></td>
</tr>
<tr>
<td>2. The GSOC appliance shall act as the central data repository for card holder information and event information.</td>
<td></td>
</tr>
<tr>
<td>3. The GSOC appliance shall allow each independent system controller to continue to act autonomously, allowing for full independent control of each site.</td>
<td></td>
</tr>
<tr>
<td>4. The database shall use PostgreSQL. PostgreSQL is a full featured, high performance database management system that supports ODBC. This shall provide a small footprint, low administration, and a high reliability relational database that is embedded without requiring the use of a separate PC server.</td>
<td></td>
</tr>
<tr>
<td>5. The web server shall be based on an</td>
<td></td>
</tr>
</tbody>
</table>
Apache™ embedded web server. This shall provide a graphically rich security management application through a standard web browser.

6. The security application software tier must contain the business logic. This application shall also be embedded on the controller as it requires no additional memory or processing power.

7. The GSOC appliance embedded software design must run within an embedded Linux Ubuntu operating system and shall require no client-side software other than a web browser.

8. The GSOC appliance shall support real-time data synchronization between the GSOC and the subordinate system controllers; this shall include event information, historical activity, and card holder information.

B. The GSOC appliance shall support Video Management System (VMS) integrations.

### FUNCTIONAL REQUIREMENTS

A. The Global Security Operations Center (GSOC) application software shall enable system operators and administrators to monitor and control multiple distributed access system controllers simultaneously.

B. The GSOC appliance shall respect any partitioning of the database done at the controller level and represent partitions as such within the GSOC appliance user interface.

C. The GSOC appliance shall provide a single user interface that shall allow for monitoring of events from multiple controllers simultaneously.

D. The GSOC appliance shall secure access to the User Interface using encrypted password control.
E. The GSOC appliance shall support at least 35 concurrent system users.
F. The GSOC appliance shall not require client licensing for system users.
G. The GSOC appliance shall provide the following preset User Roles.
H. The GSOC user interface Partitions page shall provide the following capabilities:
   1. A Global tile showing the GSOC appliance’s partition’s status and the current number of activity records and person records.
   2. The GSOC appliance partitions page shall display one or more controller partition tiles, each showing a controller’s partition’s status and the current number of activity records and person records.
   3. On each controller partition tile, an “LED” status indicator shall change colour to show the current state of that controller.
   4. On the tile itself, a partition status indicator shall change in response to activity related to that specific partition.
   5. The GSOC appliance’s partitions page shall display an All Activity tile showing the overall status of all partitions in the system and the system’s current combined number of activity records and person records.
   6. The GSOC appliance’s interface shall provide the ability to immediately log into any subordinate system controller, automatically utilizing the same user credential information used to log in to the GSOC appliance.
   7. The GSOC appliance shall provide real time communication status information of the subordinate system controllers.
   8. The GSOC appliance shall provide the ability to enter a duty log comment into the activity log, or to append a unique or preset comment to a particular log entry while viewing the activity log.
   9. System user permissions to grant whole or
partial views connected controllers and partitions.

1. The Global Security Operations Center (GSOC) page shall provide the following capabilities:
   1. The GSOC appliance shall provide alarm monitoring, allowing for alarms from all subordinate system controllers to be displayed in the GSOC user interface.
   2. Audible alerts configured at the controller level shall sound in the GSOC appliance user interface upon occurrence.
   3. The Offered Alarms view shall list all active alarms that either are unowned or are owned by an operator.
   4. The user shall be able to investigate an alarm by adopting it from the Offered Alarms list.
   5. The GSOC appliance shall provide the ability for multiple operators to view alarms from all controllers in a single view.
   6. The user shall be able to adopt alarms to be placed under his control.
   7. When an alarm is adopted it shall continue to display on all operator’s screens, but shall be denoted with the name of the operator who has adopted the alarms.
   8. The GSOC appliance monitoring shall display video that is associated with events to connected to the system controllers utilizing an integrated VMS.
   9. Alarms will display with context of other alarms and events that are taking place during the same timeframe as the specific event.
   10. The Activity Log view shall display all system events.
   11. The GSOC operator shall be able to view and modify cardholders from within the activity log view.
a. The user shall be able to view a card containing information about the person.
b. The user shall be able to edit the cardholder’s person record, in a separate window, without the need to navigate away from the GSOC user interface.

12. The GSOC appliance shall be able to filter the activity log by category. The following category filters shall be available:
   a. Access Control
   b. Access Denied
   c. Access Granted
   d. Alarms & Events
   f. Network Nodes (panels)
   g. System Administration
   h. Threat Levels

13. Provides the ability to create and attach a duty log comment to an alarm event.


15. Viewing of live video from a camera associated with an alarm event

16. In live view PTZ functions shall be supported, if applicable to the selected camera.

J. The GSOC user interface report generation page shall provide the following capabilities:

1. The GSOC user interface shall provide the ability to run the following reports:
   a. History by People - reports shall list peoples’ valid and invalid accesses over a specified period of time.
   b. General Event History - reports shall provide information about all events, or certain types of events, over a specified period of time.
   c. People by Access Level - reports shall list people by their access level assignments.
   d. Roster - reports shall list people by their partition assignments.

2. The GSOC user interface shall provide
the ability to schedule the running of reports.

a. For Frequency, the user shall be able to specify how often the report should be run. The choices are Never, Hourly, Daily, Weekly, or Monthly.
b. For Start On, the user shall be able to enter the first date and time the report should run.
c. For End On, the user shall be able to enter the last date and time the report should run.

3. Report generation shall not affect the real-time operation of the system.

4. The GSOC user interface shall run reports independent of controller connection and have no effect on any connected controllers’ performance.

5. The GSOC user interface shall provide a completed report list for later use.

6. The GSOC user interface shall allow for bulk deletion of completed reports.

7. The GSOC user interface shall generate reports in the background. Allowing the user to switch to other pages within the user interface while the report is created.

8. The GSOC user interface shall provide reports created in any of the following formats:
   a. PDF
   b. HTML
   c. CSV

K. The GSOC user interface Person Record page shall provide the following capabilities:

1. The GSOC user interface shall act as the central card holder identity manager, allowing for a card holder to have a single identity across multiple system controllers.
2. A person search function.
   a. A search shall be conducted on any field in the card holder record.
b. A search shall be able to be restricted to a specific partition.

c. If multiple results are returned, they shall be listed in column form on the person record screen while simultaneously displaying a person record.

3. Add, edit, or remove personal information
4. Add, edit, or remove credential information
5. Add, edit, or remove access level information
6. Simultaneous support for multiple card data formats.
7. Activation / expiration by date / time by person with one-minute resolution.
8. Wiegand keypad PIN support for 4-digit or 6-digit PINs.
9. The system shall support tracing a person’s activity in the current partition if the “Trace this person” check box is selected on the person record.
10. 20 User-Defined fields
11. Run a Person Activity Report based on the record that is being viewed.
12. If a card holder is added, deleted, or modified at either the GSOC user interface, or at a subordinate system controller, the information shall be synchronizing in real time with the GSOC appliance and any other system controllers as appropriate.
13. Assign access levels to cardholders from a list displaying all access levels from all controllers.
14. Access levels assigned using the GSOC user interface shall synchronize with controllers in real time.
15. The GSOC user interface shall allow for group access level assignments to card holders.
16. A group access level shall be able to
17. Access levels assigned to a group access level shall be able to be sourced from multiple system controllers.

L. The GSOC user interface System Configuration page shall support the following functions:
1. The adding of system controllers to the GSOC appliance.
2. Edit partition information.
3. Assignment of user access rights across partitions.
4. Include information in Activity Log messages that allow users to identify the credentials associated with access requests. The options are:
   a. Person ID
   b. Encoded Number
   c. Hot Stamp Number
   d. None
5. Creation of partition groups that users can select to narrow down the view shown on the GSOC user interface monitoring pages.
6. Configuration of network settings.
7. Configuration of a time server.
9. Creation of person record templates.
10. Reboot, shut down, or reset the system to factory defaults.
11. Update the system software.
12. It shall be possible to configure an SSL certificate. The available options are:
   a. Generating a self-signed SSL certificate, this is signed with the embedded web server's own private key. This certificate shall provide encryption but not authentication.
   b. Generating an SSL certificate that is signed by a certificate authority (CA). This certificate shall provide both encryption and authentication.
### Global Security Operations Center Server

A. The GSOC appliance shall have the following attributes:

1. **OS**: Ubuntu 14.04 or latest version or similar
2. **Processor minimum**: Intel® Xeon® Processor E7-8893 v4 4 Cores 8 Threads
3. **RAM**: DDR 4 1866 - 32 GB
4. **Hard Drive**: 4 Hot Swappable 256 GB Intel SSDs
5. **Certifications/Compliances**: CE / UL / RoHS / FCC Part 15
6. **Warranty**: 2 years
7. **Dimensions**: (H, W, D) 1.67 (1U) x 17.25in x 21.8
8. **Weight**: 18 lbs.
9. **Operation Temperature**: 10° to 35° Celsius
10. **Storage Temperature**: -40° to +70° Celsius
11. **AC Input**: 90-264 VRMS 50/60Hz 6/3 amps
12. **BTU**: 961 (maximum)
13. **MTBF**: 172199 hours (19.7 years)
14. **Minimum Storage for footage**: 30TB, Hard-Drives must be hot swop capable to minimise downtime in case of drive failure.

### Client Work Station (CPU)

The GSOC appliance client workstations shall meet the following recommended requirements:

- Uploading your own SSL certificate and matching key to the controller. Optionally, it shall be possible to upload a chain, or intermediate, file that links the certificate to a trusted root certificate.
1. Support for one of the following web browsers:
   a. Internet Explorer 9 or 11
   b. Safari 7 or 8
   c. Firefox 38 or 39
2. Windows 7 / 64-bit OS
3. Intel Core i7 processor
4. 32 GB RAM
5. 500 GB hard drive
6. Screen resolution of 1920 x 1080
7. Silverlight version 4.0.60310.0

<table>
<thead>
<tr>
<th>High definition LED screens</th>
<th>LED screens 40 inch 1920 x 1080 pixel resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LED screens 23 inch 1920 x 1080 pixel resolution</td>
</tr>
</tbody>
</table>

**Cabling**

- Comply with TIA 569-C, "Commercial Building Standard for Telecommunications Pathways and Spaces."
- CAT6 network cable to be installed
- CAT6 network cable installed in suitably sized trunking / PVC conduit, spragging indoors
- CAT6 network cable installed in suitably sized galvanised Bosal outdoors. No cable to be exposed.

**Card Readers**

- Wiegand. Interfaced to ACS controllers. The system must be able to enrol 300 users.
- Optional - Dual POE biometric and card reader unit. Instead of card and biometric stand-alone units.

**Green Emergency Door Release Break Glass**

<table>
<thead>
<tr>
<th>Magnetic lock</th>
<th>Magnetic lock recessed into the door</th>
</tr>
</thead>
<tbody>
<tr>
<td>Door loops</td>
<td>Door loops - required on all new access control doors.</td>
</tr>
<tr>
<td>Access Control Card Printer</td>
<td>Access Control Card Printer to print the access cards</td>
</tr>
<tr>
<td>Access Control Cards</td>
<td>Mifar access card</td>
</tr>
<tr>
<td>Switches 16 Port</td>
<td>POE Gigabit switches 24 port layer 3.2xSFP.</td>
</tr>
</tbody>
</table>
## TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ring Topology</td>
<td>Port live checking, port power recycling and management, Minimum Power budget 240 watts.</td>
</tr>
<tr>
<td>Network Video recorder software</td>
<td>Network Video recorder software 128 IP streams to spec</td>
</tr>
<tr>
<td>Access Control Software</td>
<td>Access Control Software that makes it easy to remotely monitor and administer integrated access control and cctv systems from a centralized dashboard. Integration compatible &amp; programmable via Wiegand / 3rd party hardware. 100% web based.</td>
</tr>
<tr>
<td>Server PC</td>
<td>Server PC to manage and control the video recordings and Access Control system</td>
</tr>
<tr>
<td>TCP/IP Cameras</td>
<td>TCP / IP POE DOME</td>
</tr>
<tr>
<td></td>
<td>• 2.8 – 12mm Vari Focal</td>
</tr>
<tr>
<td></td>
<td>• Video Compression: H.264 / H.264+ / MJPEG</td>
</tr>
<tr>
<td></td>
<td>• Line Crossing, Intrusion Detection, Motion</td>
</tr>
<tr>
<td></td>
<td>• Up to 30 meters IR range</td>
</tr>
<tr>
<td></td>
<td>• detection, Dynamic analysis, Tampering alarm, Network disconnect, IP address conflict</td>
</tr>
<tr>
<td></td>
<td>• Max HDTV 720p resolution at 60 fps</td>
</tr>
<tr>
<td></td>
<td>• Maximum 25fps @1080p</td>
</tr>
<tr>
<td></td>
<td>• Minimum IP65</td>
</tr>
<tr>
<td></td>
<td>• Minimum 2 Megapixel Resolution</td>
</tr>
<tr>
<td>TCP / IP POE Bullet</td>
<td>TCP / IP POE Bullet</td>
</tr>
<tr>
<td></td>
<td>• Varifocal 2.8-8.5 mm P-iris lens. Remote 3.5 x optical zoom and focus</td>
</tr>
<tr>
<td></td>
<td>• Compact and outdoor Bullet camera</td>
</tr>
<tr>
<td></td>
<td>• Outdoor, NEMA 4X, IP66/67 and IK10-rated</td>
</tr>
<tr>
<td></td>
<td>• Day and Night surveillance</td>
</tr>
<tr>
<td></td>
<td>• WDR- Forensic Capture Light finder</td>
</tr>
</tbody>
</table>
and Zip stream technology for reduced bandwidth
- Varifocal 2.8-8.5 mm P-iris lens. Remote 3.5 x optical zoom and focus
- Multiple, individually configurable H.264 and Motion JPEG streams
- Max HDTV 720p resolution at 60 fps

Video motion detection, active tampering alarm, corridor format

<table>
<thead>
<tr>
<th>Biometric Fingerprint</th>
<th>POE Fingerprint readers indoor / outdoor interfaced to the Video System. The system must be able to enrol 300 users</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Optional - Dual capability POE biometric and card reader unit. Instead of card and biometric stand-alone units</td>
</tr>
</tbody>
</table>

<p>| Beams | Perimeter active Quad IR Beams with anti-tamper facilities in a 1,5m Tower configuration. The Tower must conceal the number of Beams installed (quad) as well as its Beam positioning. The beams must have dry contact relay outputs that must be connected to supervised alarm controller units to allow alarm annunciation within the control room. The Beam Tower must have a durable extruded aluminum frame with acrylic materials. The Beams must be powered from a 12VDC Power Source complete with battery back-up. The Power Supplies must be fitted at each of the Beam locations within its protection field within an IP65 enclosure. A surge protected 220VAC power source must be installed. The power connection must conform to SABS0142 standards and the whole installation must be approved by the ECB with a signed off COC. The power feed must fully protected be installed within bosal conduit to the approval of the Client Appointed Project Manager. |
| Active Infra-Red beams Quad 60m detection distance c/w Tower pole mount |</p>
<table>
<thead>
<tr>
<th>TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Active Infra-Red beam POE IP module</strong></td>
</tr>
<tr>
<td><strong>Active Infra-Red beam POE power injector</strong></td>
</tr>
<tr>
<td><strong>Beam Tower mount pole aluminium frame and acrylic covers</strong></td>
</tr>
<tr>
<td><strong>Beam Tower Pole mount concrete plinth</strong></td>
</tr>
<tr>
<td><strong>Beam POE IP65 enclosure c/w surge protected power connections and circuit breakers to SABS0142 standards</strong></td>
</tr>
<tr>
<td><strong>Push button door release</strong></td>
</tr>
<tr>
<td>Push button door release - similar to the current installation</td>
</tr>
<tr>
<td><strong>Control Console</strong> Custom made. 3D rendering to be approved by the client appointed Project Manager.</td>
</tr>
<tr>
<td><strong>Operator Chairs</strong> Adjustable high quality</td>
</tr>
<tr>
<td><strong>Uninterrupted Power Supply</strong></td>
</tr>
<tr>
<td>A pure sine wave 5KVA UPS shall be installed at each of the sites to exclusively provide backup power to the installed electronic security system. The UPS shall have sufficient batteries for 60 minutes’ backup. The UPS shall be equipped with full environmental control and monitoring modules and management software.</td>
</tr>
<tr>
<td>Non-essential loads in the control room will be supplied with generator power</td>
</tr>
<tr>
<td>Coarse surge protection on the incoming mains supply shall provide protection up to 1.5 kV.</td>
</tr>
<tr>
<td>Lightning protection shall be provided by the Contractor on all equipment to generally limit the impulse level to 240 volts.</td>
</tr>
<tr>
<td>As stated earlier in the document, the Contractor shall be responsible for providing UPS power to all equipment. The calculation of the equipment load will be the responsibility of the Contractor and will have to be submitted for approval. The UPS unit shall have a 25% spare capability.</td>
</tr>
<tr>
<td><strong>Racks</strong> Racks for housing electronic equipment shall be 1.2mm &amp; 1.6mm steel design to carry a full rack without frame bending / sagging or 3rd</td>
</tr>
</tbody>
</table>

17
party support. racks fitted with guides to slide into the board on sliding rails. Reversible Wall mount collars required.

The racks shall be manufactured of an extruded aluminium framework.

Each rack shall have a nominal width of 483 mm but the depth and height may vary according to standard multiples for housing the specified electronic equipment in each particular case.

Two individual U type slider rails shall be provided for locating and housing each printed circuit board.

These slider rails shall be manufactured of extruded aluminium or equivalent material and pairs shall be installed in a vertical configuration such that frames of printed circuit boards slide into the rails in a vertical fashion.

Each printed circuit board shall be provided with two guide pins engaging in two corresponding sockets in the rack to ensure that male and female sockets mate correctly.

**Maintenance**

<table>
<thead>
<tr>
<th>DETAILS OF REQUIREMENT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Integrated Security System(CCTV, Access control and Boom gates)</strong></td>
<td>Contractors shall include in their tender submissions a price for an all-inclusive maintenance agreement, which covers, preventative as well as remedial works, inclusive of all parts and labour for an additional three-year period. (Excluded is Vis Major, malicious or accidental damage). This proposed contract shall commence after the expiry of the first year’s full Maintenance Contract. Costs for the first year’s maintenance contract to be included in the main tender price submission as a separate line item.</td>
</tr>
<tr>
<td></td>
<td>Contractors shall submit full details of the three -yearly maintenance price under a separate heading and clearly indicate all</td>
</tr>
</tbody>
</table>
applicable price adjustments and escalation figures. Preference shall be given to a fixed escalation figure per annum.

SITE MAINTENANCE LOG

1. For record purposes, the master control room shall have a maintenance/repair log book. The Contractor will be required to record the following in a chronological order:

- Date and time
- Fault incidences
- Fault notification to Contractor
- Any re-notification
- Commencement date and time of repairs/inspections/maintenance
- Completion date and time of repairs/inspections/maintenance
- Signature of contractor, next to each new entry
- Replacement spares
- Signature of Client Appointed Project Manager/Client, within a 30-day cycle
- Contractor's attendance for routine and breakdown maintenance
- Monthly “availability percentage”

2. Faults will be reported to one specific address only with the necessary telephone, email and facsimile facilities. Faults will be reported to the Contractor by telephone from the site and confirmed in writing by email or fax.

3. The response time will be calculated from the time the fault is reported by telephone/fax until completion and acceptance by the reporter.

4. The Contractor shall provide adequate supplies of these logs and shall submit the format to the Appointed Client Project Manager for approval within fourteen (14) days of the award of the contract.
TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

<table>
<thead>
<tr>
<th>REPAIR AND RESPONSE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>It will be expected of the Contractor to relate his actions, i.e., call outs, repairs and general maintenance, to specific prescribed repairs and response time. Depending on the urgency of the call, the repair and response times may vary and the tables below indicate maximum time spans. The repair times shall be measured from the first available flight from the Contractors HQ to the relevant site.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Call-Out Fault</th>
<th>Response Time</th>
<th>Repair Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>2 hours</td>
<td>7 hours</td>
</tr>
<tr>
<td>Urgent</td>
<td>12 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>Normal</td>
<td>24 hours</td>
<td>80 hours</td>
</tr>
</tbody>
</table>

6 KNOWLEDGE AND EXPERTISE OF SERVICE PROVIDER

The service provider must demonstrate the following characteristics as an indication of its capacity and readiness to successfully perform the assignment:

6.1 A minimum of three (3) years’ experience in the field of delivering of repairs maintenance of security systems.

6.2 Extensive and demonstrated experience in the project field (Proof of previous similar projects and notable references required)

6.3 Institutional capacity to successfully carry out an assignment of this nature.

7 EVALUATION CRITERIA

The National Department of Health will evaluate all proposals in terms of the Preferential Procurement Regulation of 2001 and Preferential Procurement Policy Framework Act No.5 of 2000 (PPPFA) and its regulations. A three (3) phase evaluation criteria will be considered in evaluating the proposals, being:

7.1 Phase 1: Pre-Qualification Criteria
Mandatory Requirements

Bidders must submit all the mentioned below requirements. The following mandatory requirements must be met to qualify for this bid:

7.1.1 Central Supplier Database (CSD) report

7.1.2 In the event of the bidder being a consortium organisation, relevant shareholding certificates must be submitted.

7.1.3 Joint venture agreements must be submitted in a case of a bidder being in a joint venture and consolidated BBBEE certificate.

7.1.4 A signed letter of arrangement with the manufacturer where the bidder is not a manufacturer.

7.1.5 Certified copies of directors and company’s PSIRA registration certificates and letter of good standing with PSIRA.

7.1.6 Letter of good standing with Workmen Compensation Fund

7.1.7 Certified Proof of Liability Insurance Cover or letter of intent

7.1.8 Audited financial statement/bank guarantee letter

7.1.9 Proof that the service provider can provide a performance guarantee of at least 20% of their total bid price

7.1.10 Proof of warranty should be submitted in a form of certificate or a letter from the manufacturer.

Non-Mandatory Requirements

7.1.11 Copy of the service provider maintenance Service Level Agreement (SLA).

7.1.12 Copy of the Project Implementation Plan

7.1.13 Copy of the Quality Management Plan

7.1.14 Copy of Safety Plan

7.1.15 Copy of the company business profile

7.2 Phase 2: Functional/Technical Evaluation

Only bidders that have met the pre-qualification criteria will be evaluated for functional evaluation. In this phase the evaluation will be based on the bidders’ responses in respect of the bid proposed (evaluated on the minimum functional threshold). Prospective bidders who score a minimum functionality threshold of 70% points or more will be considered for the next phase 2 (price and B-BBEE status level contributor):

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience / Track record:</td>
<td>(25)</td>
</tr>
</tbody>
</table>
TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE
SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE
TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A
PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

For the purpose of this bid the Service Provider will need to provide details of previous
experience and expertise of providing security systems repair and maintenance services.
Provide an overview of your Service Provider and describe how the Service Provider is
structured

At least a list of three (3) contactable references of security
systems repair and maintenance projects successfully
undertaken by simply stating the following:
- Name of the client
- Contact Telephone Numbers or E-mail address
- Date(s) work was performed
- The value of the contract.
- Type of work conduct
Testimonial letter from past or present client of the Service
Provider

The Service Provider must have performed security systems
repair and maintenance service to a public sector or a
government entity(s) within the past three (3) years.

The Service Provider must demonstrate how they make
investment in research and development related to security
system repair and maintenance.

Technical Capability (40)
Shortlisted service providers shall be required to make presentation on the capabilities of
their systems.
For the purpose of this bid the Service Provider must design a security system solution in
terms of specifications and provides an organogram including detailed Curriculum Vitae
(CV) of the key staff that will be assigned to this project with defined roles and responsibility.
The CV must include qualifications and relevant experiences. The core management team
proposed for this assignment should at least have three (3) years of experience in security
systems maintenance and repairs and should possess current knowledge of the applicable
standards. The proposed project team must consist of the following:

- Designed security system solution in terms specifications and
  provide brochure of all equipment’s
- Identify the position(s) involved in the direct delivery of the
  service to be provided and in the overall management of the
  work and name the people who will fill these positions.
- Describe tasks, duties or functions to be performed by staff in
  these positions.
- **Project Manager and a Partner** of the Service Provider with a
  minimum of five (5) years security systems repair and
  maintenance experience in the public sector. Attach certified
  copy of qualification as electronic engineers.
- **System Technician** with three (3) years security system
  experience. Attach certified copy of qualification as a security
  system technician **Other key personnel** to be assigned to this
  project should have tertiary security system technician
qualification in security systems repair and maintenance and minimum three (3) years relevant practical experience in security systems repair and maintenance

Methodology and Approach: (25)
Demonstrate an in-depth understanding in security systems repairs and maintenance. The methodology must address how the Service Provider will assist NDoH to implement an effective integrated security system. Including implementation plan on transfer of security systems repair and maintenance skills to internal staff.

| The methodology and approach must illustrate how the service provider will implement knowledge transfer to NDoH security systems repair and maintenance to internal staff. | 5 |
| The methodology and approach must illustrate in detail, exactly how they propose to carry out the activities to achieve the outcome(s) identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcomes such problems. | 10 |
| The methodology and approach must illustrate how the service provider will assist NDoH to manage security system related risks to achieve business objectives | 5 |
| The methodology and approach must illustrate how they will assist NDoH to implement an effective integrated security system. | 5 |

Safety Plan

Project Implementation Plan

Total

7.3 Phase 3: The 80/20 Preference point system

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
</tbody>
</table>
8 **GENERAL CONDITIONS ON DELIVERIES**

9 **COST ESTIMATE**

The service provider is required to include a full cost estimate in its tender, broken down by deliverables, milestones and timeframes.

9.1 **Johannesburg Forensic Chemistry Laboratory**

<table>
<thead>
<tr>
<th>Item no:</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCTV</td>
<td>1 Installation of a Web-based open platform system (Network Video recorder software 128 IP streams to spec)</td>
<td>1</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>2 GLOBAL SECURITY OPERATIONS CENTER SERVER</td>
<td>1</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>3 Client Work station (CPU) Server PC to manage and control the video recordings and Access Control system</td>
<td>1</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>4 LED screens 40 inch 1920 x 1080 pixel resolution</td>
<td>1</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>5 LED screens 23 inch 1920 x 1080-pixel resolution</td>
<td>1</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>6 TCP / IP POE DOME Camera</td>
<td>35</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>7 TCP / IP POE Bullet Camera</td>
<td>19</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td></td>
<td>8 POE Gigabit switches</td>
<td>16</td>
<td>R___________._</td>
<td>R___________._</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Lot</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-----</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>9</td>
<td>CAT6 network cable installed in suitably sized EGA trunking indoors and installed in suitably sized Bosal Conduit trunking outdoors</td>
<td>Lot</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>10</td>
<td>ACS Controllers. Qty to be determined by Tenderer</td>
<td>Lot</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>11</td>
<td>Access Control Software</td>
<td>1</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>12</td>
<td>Compatible Fingerprint and access card enroller</td>
<td>1</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>13</td>
<td>Biometric POE Fingerprint readers indoor / outdoor interfaced to the Video System</td>
<td>39</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>14</td>
<td>Card Readers - Wiegand. Interfaced to ACS controllers</td>
<td>26</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>15</td>
<td>Magnetic lock recessed into the door - to replace existing worn units</td>
<td>26</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>16</td>
<td>Green Emergency Door Release Break Glass recyclable</td>
<td>26</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>17</td>
<td>Push button door release - similar to the current installation</td>
<td>2</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>18</td>
<td>Door loops</td>
<td>26</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>19</td>
<td>Access Control Card Printer</td>
<td>1</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
<tr>
<td>20</td>
<td>Access Control Cards and design</td>
<td>300</td>
<td>R___________. ___</td>
<td>R___________. ___</td>
</tr>
</tbody>
</table>
## TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Active Infra-Red beams Quad 60m detection distance c/w Tower pole mount</td>
<td>26</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>22</td>
<td>Active Infra-Red beam POE IP module</td>
<td>26</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>23</td>
<td>Active infra-Red beam POE power injector</td>
<td>26</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>24</td>
<td>Beam Tower mount pole aluminium frame and acrylic covers</td>
<td>13</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>25</td>
<td>Beam POE IP65 enclosure c/w surge protected power connections and circuit breakers to SABS0142 standards</td>
<td>13</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>26</td>
<td>Beam Tower Pole mount concrete plinth</td>
<td>13</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>27</td>
<td>Perimeter cable sleeves complete with manholes and trenching, as discussed during the site meeting</td>
<td>Lot</td>
<td>R_______</td>
<td>R_______</td>
</tr>
</tbody>
</table>

### UPS

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>UPS - 5KVA with 60 minutes power back up</td>
<td>1</td>
<td>R_______</td>
<td>R_______</td>
</tr>
</tbody>
</table>

### CONTROL ROOM FURNITURE

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Control Console - Custom made. 3D rendering to be approved by the client appointed Project Manager.</td>
<td>2</td>
<td>R_______</td>
<td>R_______</td>
</tr>
<tr>
<td>30</td>
<td>Operator Chairs - adjustable high quality</td>
<td>2</td>
<td>R_______</td>
<td>R_______</td>
</tr>
</tbody>
</table>

### SUB-TOTAL

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R_______</td>
<td></td>
</tr>
</tbody>
</table>

### VAT

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R_______</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL AMOUNT VAT inclusive

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R_______</td>
<td></td>
</tr>
</tbody>
</table>
**Terms of Reference for the Appointment of Service Provider for the Supply, Installation and Maintenance of Security Systems at Cape Town and Johannesburg Forensic Chemistry Laboratories (FCL) for a Period of Thirty-Six (36) Months from Date of Appointment**

**Preventive Maintenance**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Monthly Cost</th>
<th>Total Cost (36 Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of the entire CCTV Camera system</td>
<td>4 days per month (Technician on site)</td>
<td>R____________._</td>
<td>R____________._</td>
</tr>
<tr>
<td>Maintenance of entire Access Control System</td>
<td>4 days per month (Technician on site)</td>
<td>R____________._</td>
<td>R____________._</td>
</tr>
<tr>
<td>Maintenance of UPS system</td>
<td>One day per month (Technician on site)</td>
<td>R____________._</td>
<td>R____________._</td>
</tr>
<tr>
<td>Maintenance of the Boom gates</td>
<td>One (1) day per three month (Technician on site)</td>
<td>R____________._</td>
<td>R____________._</td>
</tr>
</tbody>
</table>

**Sub-Total**

|          | R____________._ |

**VAT**

|         | R____________._ |

**Total Amount VAT Inclusive**

|                   | R____________._ |

9.2 Cape Town Forensic Chemistry Laboratory

<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCTV</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Installation of a Web-based open platform system (Network Video recorder software 128 IP streams to spec)</td>
<td>1</td>
<td>R____________._</td>
<td>R____________._</td>
</tr>
<tr>
<td>2</td>
<td>GLOBAL SECURITY OPERATIONS CENTER</td>
<td>1</td>
<td>R____________._</td>
<td>R____________._</td>
</tr>
</tbody>
</table>
### TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

<table>
<thead>
<tr>
<th></th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>R__</th>
<th>R__</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Client Work station (CPU) Server PC to manage and control the video recordings and Access Control system</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>LED screens 40 inch 1920 x 1080 pixel resolution</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>LED screens 23 inch 1920 x 1080-pixel resolution</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>TCP / IP POE DOME Camera</td>
<td>101</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>TCP / IP POE Bullet Camera</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>POE Gigabit switches 16 port layer 3</td>
<td>Lot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>CAT6 network cable installed in suitably sized EGA trunking indoors and installed in suitably sized Bosal Conduit trunking outdoors</td>
<td>Lot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACCESS CONTROL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>ACS Controllers. Qty to be determined by Tenderer</td>
<td>Lot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Access Control Software</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Compatible Fingerprint enroller</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Biometric POE Fingerprint readers indoor / outdoor interfaced to the Video System</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

| 14 | Card Readers - Wiegand. Interfaced to ACS controllers | 34 | R_____________. | R_____________. |
| 15 | Magnetic lock recessed into the door - to replace existing worn units | 60 | R_____________. | R_____________. |
| 16 | Green Emergency Door Release Break Glass recyclable | 60 | R_____________. | R_____________. |
| 17 | Push button door release - similar to the current installation | 2 | R_____________. | R_____________. |
| 18 | Door loops | Lot | R_____________. | R_____________. |
| 19 | Access Control Card Printer | 1 | R_____________. | R_____________. |
| 20 | Access Control Cards and design | 300 | R_____________. | R_____________. |
| 21 | Active Infra-Red beams Quad 60m detection distance c/w Tower pole mount | 1 | R_____________. | R_____________. |
| 22 | Active Infra-Red beam POE IP module | 1 | R_____________. | R_____________. |
| 23 | Active infra-Red beam POE power injector | 1 | R_____________. | R_____________. |
| 24 | Beam Tower mount pole aluminium frame and acrylic covers | Lot | R_____________. | R_____________. |
| 25 | Beam POE IP65 enclosure c/w surge protected power connections and circuit breakers to SABS0142 standards | Lot | R_____________. | R_____________. |
| 26 | Beam Tower Pole mount concrete plinth | Lot | R_____________. | R_____________. |
| 27 | Perimeter cable sleeves complete with manholes and trenching, as discussed during the site | Lot | R_____________. | R_____________. |
TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Description</th>
<th>Quantity</th>
<th>Monthly Cost</th>
<th>Total Cost (36 Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>Racks for housing electronic equipment shall be 1.2mm &amp; 1.6mm steel design to carry a full rack without frame bending / sagging or 3rd party support.</td>
<td>1</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td></td>
<td><strong>UPS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>UPS - 5KVA with 60 minutes power back up</td>
<td>1</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td></td>
<td><strong>CONTROL ROOM FURNITURE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Control Console - Custom made. 3D rendering to be approved by the client appointed Project Manager.</td>
<td>1</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td>31</td>
<td>Operator Chairs - adjustable high quality</td>
<td>2</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td></td>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td>R___________.___</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>VAT</strong></td>
<td></td>
<td>R___________.___</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL AMOUNT VAT inclusive</strong></td>
<td></td>
<td>R___________.___</td>
<td></td>
</tr>
</tbody>
</table>

**PREVENTIVE MAINTENANCE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Monthly Cost</th>
<th>Total Cost (36 Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of the entire CCTV Camera system</td>
<td>4 days per month (Technician on site)</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td>Maintenance of entire Access Control System</td>
<td>4 days per month (Technician on site)</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td>Maintenance of UPS system</td>
<td>One day per month (Technician on site)</td>
<td>R___________.___</td>
<td>R___________.___</td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td>R___________.___</td>
<td></td>
</tr>
</tbody>
</table>
TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>VAT</td>
<td>R_____________.___</td>
</tr>
<tr>
<td>TOTAL AMOUNT VAT inclusive</td>
<td>R_____________.___</td>
</tr>
</tbody>
</table>

The service provider is required to include a full cost estimate in its tender, broken down by deliverables, milestones and timeframes.

10 CONTRACTING

The successful service provider will be expected to sign a contract in the form of a Service Level Agreement with the Department of Health, detailing roles and responsibilities, and other relevant contractual obligations of the parties.

11 NON-DISCLOSURE AGREEMENTS

All information disclosed concerning NDoH, its services and stakeholders which may be encountered in the course of rendering services to NDoH is confidential. Furthermore, such confidential information shall not be disclosed in any form to any third party or be used for any purpose other than intended by NDoH without written permission from NDoH. This non-disclosure agreement further extends to subcontractors that you may use in performing services to NDoH. You are responsible for enforcing your subcontractor’s compliance therewith.

12 CLOSING DATE FOR SUBMISSION

Completed tender documents must be submitted in a sealed envelope clearly marked with the reference number and placed in the Department of Health Tender Box at the Department of Health located at the address below. No late or electronic tenders will be accepted.

Tender Closing Date  :
Tender Closing Time  :
Address  : Department of Health Tender Box
          Corner Struben and Thabo Sehume
          Pretoria
          0001
Special Requirements and Conditions of Contract

NDOH

APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY SYSTEMS AT CAPE TOWN AND JOHANNESBURG FORENSIC CHEMISTRY LABORATORIES (FCL) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM DATE OF APPOINTMENT

National Department of Health

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1. BACKGROUND

NDOH is committed in creating and sustaining a relatively risk-free business environment that will ensure the safeguarding of lives, the protection of privileged information, property, assets and stakeholders or members of the public at large within its premises. National Department of Health is responsible to provide safe and secure working environment for all NDOH personnel. This can be achieved by ensuring proper access control measures and procedures are in place. In order to effectively exercise access control, the directorate needs to ensure that all access control systems are fully functional. The Johannesburg FCL is fitted with CCTV Camera Systems, access control(Biometrics) and boom gates. The system was installed and commissioned in 2010. The Cape Town FCL is also fitted with CCTV and access control systems and which was installed and commissioned in 2008. There was no maintenance contract in place for regular maintenance. Currently, the system is malfunctioning and should be upgraded/refurbished.

2. EVALUATION CRITERIA:

2.1 PREFERENCE POINTS SYSTEM

i. In terms the Preferential Procurement Regulations, published in terms of the Preferential Procurement Policy Framework Act,2000 (Act 5 of 2000) as amended, responsive bids will be adjudicated on the basis of the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (final delivered price including VAT): maximum 80 points
- B-BBEE status level of bidder: maximum 20 points

ii. The following formula will be used to calculate the points for price:

\[ P_s = 80 \left(1 - \frac{F_r - F_{min}}{F_{min}}\right) \]

Where:
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

\[ P_s = \text{Points scored for comparative price of bid under consideration} \]
\[ P_t = \text{Comparative price of bid under consideration} \]
\[ P_{\text{min}} = \text{Comparative price of lowest acceptable bid} \]

iii. A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status</th>
<th>Level of Contributor</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>8</td>
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<tr>
<td></td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

iv. The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.

v. The points scored will be rounded off to the nearest 2 decimal points.

vi. The National Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points.

vii. In the event that two or more bids have scored an equal number of total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

viii. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. PARTICIPATING AUTHORITIES

The National Department of Health

4. CONTRACT PERIOD
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

The maintenance service contract period shall run for the period of two (3) years which should exclude the warranty period of twelve (12) months.

5. CENTRAL SUPPLIER DATABASE (CSD)

1.1 The Central Supplier Database (CSD) is managed by National Treasury to serve as the source of all supplier information for all spheres of government. The purpose of centralising government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

1.2 It is a compulsory requirement that all bidders are registered on the CSD at the closing time of the bid (date and hour specified in the bidding documents). Furthermore, suppliers must provide the unique supplier number and security code allocated to them as part of the bid document.

1.3 A bid will be deemed non-responsive if the bidder fails to provide the unique supplier number and security code.

1.4 For information regarding registration on the CSD, go to www.csd.gov.za.

6. DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING

i. BID DOCUMENTS FOR SUBMISSION

Bidders MUST submit the following mandatory signed documents in the Bid Pack. Failure to do so would be declared non responsive.

- SBD1: Invitation to bid
- SBD 3.1 Pricing schedule (Firm Price)
- SBD4: Declaration of Interest
- SBD6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2011
- SBD8: Declaration of bidder's past supply chain management practices
- SBD9: Certificate of independent bid determination
- Bid Response Document: Completion of all response fields per item offered is mandatory.
- Bidder must submit proof of B-BBEE Status Level of contributor, failure to do will results in a bidder scoring zero points for B-BBEE (Original or Certified Copy).
- Declaration of conformity from the manufacturer.

ii. COMPLETION OF DOCUMENTS AND BID SUBMISSION

Bidders are required to submit two sets of bid documents according to the instructions below.
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

ii. Set 1: One Original Bid Documents and Two Copies (constitutes the legally binding bid document)

All SBD and Bid Response forms must be type written in black ink. Where no electronic entry field is provided bidders must complete the forms in black ink, handwritten in capital letters. All fields must be completed. Where information as requested is not relevant this should be indicated with N/A. The signed hard copy of the bid document will serve as the legal bid document. Bidders must submit their complete bid in hard copy format (paper document).

The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way. Do not include the bid amount in the Bid Document

iii. Set 2: Complete SBD 1 form reflecting the Bid amount and a breakdown of the pricing schedule (hard copy)

Bidders must submit a signed hardcopy bid.

iv. All two sets must be submitted before the closing time of the bid (date and hour specified in the bidding documents).

v. All two sets of information must be submitted. Incomplete bids will be deemed non-responsive.

7. TAX CLEARANCE CERTIFICATE

Bidders will be not required to provide an original valid tax clearance certificate to departments as part of the documents for this bid. The Department reserves the right to request the provision of a valid tax clearance certificate which must be provided within ten days of such request being made to the bidder.

8. LEGISLATIVE REQUIREMENTS AND AUTHORISATION DECLARATION

I. LEGISLATIVE REQUIREMENTS

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

II. DECLARATION OF AUTHORISATION

Accountability with regard to meeting the conditions of any contract emanating from this bidding process rests with the successful bidder and not any third party.

9. BIDDING PROCESS ADMINISTRATION

I. All communication between the bidder and the National Department of Health must be in writing and addressed to the Office of the Director: Security Services

II. The National Department of Health is responsible for managing the bidding process and will communicate with bidders to request extension of the validity period of the bid, should it be necessary.

III. Any unsolicited communication between the closing date and the award of the contract between the bidder and any government official or a person acting in an advisory capacity for the National Department of Health in respect to any bids, is discouraged.

10. COUNTER CONDITIONS

Any amendments to any of the bid conditions, changes to bid specifications or setting of any other counter conditions by bidders will result in the invalidation of such bids.

11. PROHIBITION OF RESTRICTIVE PRACTICES

I. In terms of section 4(1) of the Competition Act, Act 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 or a contractor was involved in:

• Directly or indirectly fixing a purchase or selling price or any other trading condition;
• Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
• Collusive bidding.
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

II. Section 4(2) of Act 89 of 1998 states that an agreement to engage in a restrictive horizontal practice referred to in subsection (1)(b) of the Act is presumed to exist between two or more firms if:

- Any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; or
- Any combination of those firms engages in that restrictive horizontal practice.

III. If a bidder or contracted supplier, in the judgement of the purchaser, has engaged in any of the restrictive practices 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 89 of 1998.

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

12. FRONTING

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

II. The National Department of Health may, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.
13. **INCIDENTAL SERVICES**

Prices charged by the service provider 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 service provider for similar services.

14. **INSURANCE**

In case of an accident/breakdown during the transportation of equipment, there must be provision for immediate response.

15. **SERVICE COMPLIANCE**

Prior to award services will be evaluated for:

- Compliance with specifications as set out in the Bid Response Document.

16. **SERVICE AWARD**

i. **AWARD CONDITIONS**

- The National Department of Health reserves the right not to award.
- The National Department of Health reserves the right to negotiate prices.
- In cases where the tender does not achieve the most economically advantageous price, the National Department of Health reserves the right not to award.

ii. **PRE AWARD SUPPLIER DUE DILIGENCE**

The National Department of Health reserves the right to conduct supplier’s due diligence prior to the final award of contract. Supplier capacity may be assessed based on past compliance of the bidder with contractual obligations as declared by the bidder.

17. **PRICE QUALIFICATION**

- Bidders must quote a final price inclusive Value Added Tax (VAT) if VAT registered.
- Prices submitted for this bid will be regarded as firm.

18. **PRICE REVIEW**
i. INSTRUCTIONS FOR PRICE BREAKDOWN

- The price breakdown must be completed on the signed bid response document.
- The National Department of Health reserves the right to engage with bidders to verify any of the components of the bid price, which may include audit of invoices and related documentation.

19. MANDATORY TECHNICAL REQUIREMENTS

I. The supplier will be required to deliver all security systems as quoted to the Johannesburg and Cape Town FCL’s within six (6) to eight (8) weeks on receipt of the official order from the NDoH.

II. The drawings prepared by the successful contractor show general layout of all equipment and systems, complete with schematic arrangements.

III. Three paper print drawings of all equipment to be manufactured shall be submitted to the Client Appointed Project Manager for approval. These drawings shall indicate all equipment, distribution systems, instrumentation positions and access requirements.

IV. All systems are to be installed within ten (10) working days.

V. The systems should be fully operational within ten (10) working days. Provisions are to be made for an uninterrupted service delivery during the installation period.

VI. Old and obsolete equipment are to be removed from this unit to an identified place of storage to be donated or disposed off at a later stage.

VII. Skills transfer including comprehensive training to be provided by the company’s technical staff that is dedicated on all security systems for a period of two (2) weeks on site.

VIII. Ongoing technical support is mandatory.

IX. All documentations like: operations manuals, software discs, certification of calibrations and inspections by the manufacturer to be provided.

X. The National Department of Health will have no direct legal commitment with subcontractor(s) and such, the contractor retains full liability towards the department for performance of the contractor as a whole.

XI. Minimum response time to any system failures of one (2) hour.

XII. Geographical location of branches: The bidder shall provide the number and location of their distribution facilities, and they should indicate how they would effectively meet the geographic presence requirements in a timely manner, in terms of the bid conditions.
XIII. All new material and equipment supplied shall fully comply with the requirements laid down in his specification and latest editions of the relevant SABS, BS, IEEE, CCITT, EIA, ISO and DIN specifications or as otherwise specified. The total installation shall be executed with the best practice and to the approval of the Department.

XIV. The contractor shall confine all his/her workers to the area of work only.

XV. The contractor shall adhere to Occupational Health and Safety Act with regard to safety of workers during the project period and must provide the Department with safety plan before the commencement of the project.

XVI. The work shall be approved through regular inspections to be conducted by the Departmental Project Manager in relation to the project.

XVII. The appointed bidder will be required to provide a help desk service where all services requested/complaints and comments can be directed.

XVIII. The Contractor or his authorised representative shall attend all meetings held on the site with representatives of the main Contractor and professional team at dates and times to be determined by the Client Appointed Project Manager. Such meetings will be held to evaluate the progress of the contract and to discuss matters pertaining to the contract which any of the parties represented may wish to raise. The contractor shall document all site meetings with an agenda, minutes and a comprehensive dated responsibility matrix.

XIX. The Contractor shall be responsible for commissioning all sections of the works and shall perform all of the tasks set out below and as detailed in the relevant standard and detail specifications.

XX. Prior to any tests and commissioning, all sections of the works shall be carefully inspected by a responsible representative of the Contractor to ensure that all construction and installation work has been properly completed.

XXI. Commissioning and testing on site shall be carried out by experienced personnel under the manufacturer’s supervision, and shall be the Contractor’s responsibility.

XXII. The Contractor shall be responsible for timeously arranging for all tests and inspections with the Client and Client Appointed Project Manager, submitting the necessary documents and drawings to the Client Appointed Project Manager and applying for the energising of the completed sections of the works.

XXIII. A complete set of provisional operation and maintenance manuals shall be handed over to the Client Appointed Project Manager at least one month before any commissioning tests commence.

XXIV. One month before commissioning and handover of a system or functional unit, the Contractor shall submit a detail priced list of recommended spares and consumables required for the system. The list shall indicate which spares are
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

consumable spares and which are strategic spares together with the expected annual consumption figures.

XXV. All material shall be new and design to work under the conditions specified, and shall withstand the variations of temperature and atmospheric conditions arising under working conditions without distortion, deterioration, or the setting up of undue stresses in any part such as to affect the efficiency and reliability of the plant and also without affecting the strength and suitability of the various parts for the duty which they have to perform. All materials and apparatus used shall be new and of good quality and, where applicable, shall comply, in respect of quality, manufacture, tests and performance with the relevant current specification of the standards institutes.

XXVI. All equipment installed under this contract shall comply with the requirements of IEC 61000 Parts 1 to 6 ELECTROMAGNETIC COMPATIBILITY (EMC).

XXVII. Any equipment found producing Electromagnetic interference subsequent to commissioning, shall be suppressed or replaced to the satisfaction of the Client Appointed Project Manager without any cost to the Employer.

XXVIII. As the building will house a conglomeration of equipment together with radio frequency equipment, the contractor must design electromagnetic compatibility into his proposed system to ensure that one system does not affect the other adversely when operated e.g when a hand-held two-way radio is used it should not interfere in any way with the computer based equipment.

XXIX. Identification labels must be attached to all equipment, motors, control gear and all panels and the equipment contained therein.

XXX. Cables shall be labelled at both ends, at through joints and at regular intervals.

XXXI. The Contractor shall arrange with the Client Appointed Project Manager on an agreed time during the installation period for a first preliminary training course of at least 16 hours on all equipment supplied under this contract, to be conducted to selected personnel.

XXXII. The Contractor shall be held responsible for any damage due to lightning strikes to electronic equipment not duly protected.

XXXIII. The Contractor shall within three (3) months after the total installation has been completed, supply the following drawings to the Department for his approval.

XXXIV. Three (3) set of A1 drawings containing details of the complete installation as specified in the Detail Technical Specifications of this specification.

XXXV. The Contractor shall supply three (3) copies of Comprehensive Maintenance and Operator's Manuals to the consultant for his approval six weeks before final handover
XXXVI. The Contractor shall provide full guarantee for all system components in hard- and software for a period of at least 12 months. During the stated period of guarantee, the Contractor shall replace free of charge all components failing or malfunctioning.

XXXVII. The Contractor must note that a free Service and Maintenance contract will form part of the first year warranty period.

XXXVIII. A contract document containing detailed information regarding a comprehensive Service and Maintenance Contract for the installation for year two must be prepared by the Contractor and must form part of the offer under a separate covering letter. This document must contain prices of all maintenance material that will be required for maintenance purposes as well as full rates for labour. A tender offer without an offer for a maintenance contract will be subject to disqualification.

XXXIX. This Contract shall be valid for a period of 36 months.

XL. The complete list of system spare parts shall be included in the maintenance contract, and shall also be separately identified and priced and shall not form part of the maintenance contract price.

XLI. All materials and equipment for this contract shall be of the most recent design, and shall comply with the requirements and recommendations of the relevant SABS, BS, IEC or ISO standards. Material bearing the SABS seal shall be used where applicable.

XLII. The Contractor shall submit a SLA (Service Level Agreement) for a period of 36 months, with the tender document.

XLIII. The Contractor must take note that year 1 (during the warrantee period) maintenance contract will be covered at no cost to the Department.

XLIV. All training shall be done by the Contractor and specified manuals shall be used, as-built documentation and the on-line help utility. The following training shall be repeated quarterly during the warranty period.

XLV. This entails the training of the Department’s operational personnel (of at least grade 10 level), to acquaint themselves with the operations of the system. This will involve 16 hours of training at the end of the installation period and thereafter 6 hours of training every 12 months, during the Maintenance Contract period. Provision for the cost of these 6 hours annual training, shall be included in this maintenance price requirement.

XLVI. Contractors shall submit full details of the three-yearly maintenance price under a separate heading and clearly indicate all applicable price adjustments and escalation figures. Preference shall be given to a fixed escalation figure per annum.

XLVII. The system should be fully functional at all time and it will have measured as percentage of time over a period of 30 days.

XLVIII. The Management and maintenance personnel must be available on a 24-hour basis. The Contractor shall provide an approved system of communication to this effect e.g. log process.
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

XLIX. Routine maintenance of equipment will be carried out at regular intervals. The intervals shall not exceed four months, but the Contractor shall determine the actual intervals to ensure reliable operation of the equipment and availability in accordance with the performance guarantee.

L. The Contractor shall, at commencement of the Maintenance Contract, draw up for approval by the Client Appointed Project Manager, a draft Master Maintenance Schedule based on his anticipated routine maintenance intervals. For the various items of equipment, the Master Schedule shall be calendar based (that is, normally fixed days).

LI. The Department shall not be required to keep any spares. The Contractor shall keep sufficient stock of all critical spares and consumables required for the due and proper performance of his obligations in terms of this Maintenance Contract. Critical spares and consumables are those needed to repair critical faults as defined below.

LII. The Contractor shall not be paid for spares used to affect repairs in accordance with this all-inclusive maintenance requirement. Claims for spares used shall only be considered when Vis Major, malicious or accidental damage can be proved by the Contractor and shall be included in the monthly payment certificate.

LIII. Bidders are requested to provide a clear agreement regarding joint venture/Consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

LIV. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

LV. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

LVI. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

LVII. Fraudulent practices shall result in immediate disqualification.

LVIII. NDoH is under no obligation to accept any bid and reserve its right not to proceed with the appointment of any service provider that responded to the invitation to submit proposals, for whatever reasons it may consider appropriate.
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

LIX. Bidders are required to submit current and valid original or certified B-BBEE certificate from SANAS or IRBA accredited verification agencies or proof of exemption from registered auditors. (failure to submit a certificate will result in scoring 0 for B-BBEE)

LX. The quality of service delivery must be guaranteed against poor workmanship. No second hand equipment will be accepted by National Department of Health. National Department of Health expects the appointed service provider to provide good quality products/services as per the specifications. National Department of Health reserves the right to penalize the service provider if it does not comply with the specifications of service as outlined in the scope of the project. The appointed service provider must inform National Department of Health on any challenges that will lead to affecting the service delivery.

LXI. The Department will conduct site inspection at the site identified by the service provider where the similar systems were installed.

20. ORDERS, DELIVERY AND CONTINUITY OF SERVICES

i. ORDERS

The National Department of Health is under no obligation to accept any quantity which is in excess of the ordered quantity.

ii. CONTINUITY OF SERVICES

A warranty period of twelve (12) months which includes the free replacement of parts as required to be followed with a maintenance and service contract of thirty-six (36) months.

21. QUALITY

Declaration of conformity and certification of inspection from manufacturer.

22. POST AWARD

I. OUTCOME AND DELIVERABLES

Performances of these services include servicing, maintaining and replacement of any worn out equipment upon agreement with the Security Manager. Maintenance of all completed installations shall ensure reliable and optimum service life thereof. Maintenance shall be performed in accordance with the specifications, the
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

operating and maintenance manual (where applicable) and the maintenance control plan.

II. PROEJECT MANAGEMENT

The Department will delegate/appoint a Project Manager to manage the project. The Project Manager will, inter alia, ensure that the services are delivered accordingly. Similarly, the service provider will delegate/appoint a project manager to ensure that the project is rolled out in line with the Terms of Reference and shall be recorded in the Service Level Agreement.

III. MONITORING

a. The management of the contract is the responsibility of the National Department of Health. All correspondence in this regard must be directed to the Office of the Director: Security Services.

b. Contracted service provider must advise the Office of the Director: Security Services at first knowledge of any unforeseeable circumstances that may adversely affect delivery against the contract. Full particulars of such circumstances must be provided by the service provider.

c. The National Department of Health will monitor the performance of contracted service provider and maintain a scorecard for compliance to the terms of this contract as follows:
   • Compliance with delivery lead times;
   • Compliance with reporting requirements according to reporting schedule and reporting mechanism.

ii. MEASUREABLE OUTPUTS

At the end of the project, security systems as per the scope above (CCTV, Access Control and Boom gates) should be functioning and well maintained.

iii. REPORTING

a. National Department of Health will provide an indication of reporting requirements at the compulsory briefing session and successful bidders will be assisted with complying with these requirements.

b. The National Department of Health may, from time to time and within reason, add to the reporting requirements. Any changes to reporting requirements or the reporting mechanism will be communicated in writing by the Office of the Director: Security Services.

iv. CEDING, MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH

a. Where a contracted supplier plans to merge with or is going to be acquired by another entity, or plans to cede a contract the contracted supplier must seek concern from the National Department of Health in writing at first knowledge of such an event.

b. The National Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

c. A contracted supplier must inform the National Department of Health at first knowledge of any changes to address, name, or contact details and effect these changes on the Central Supplier Database.

19. CONTACT DETAILS

Postal address
National Department of Health
Private Bag x828
Pretoria, 0001

Physical address
National Department of Health
Cnr Thabo Sehume & Struben Street,
Pretoria,
0001

Please use the following e-mail address and contact persons for any queries relating to bidding process:

<table>
<thead>
<tr>
<th>Mr L Makhafola</th>
<th>Mr SH Majavu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel: (012) 395 8935</td>
<td>Tel: (012) 395 8909</td>
</tr>
<tr>
<td>Fax number: 086 632 3481</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Lethlogonolo.Makhafola@health.gov.za">Lethlogonolo.Makhafola@health.gov.za</a> / <a href="mailto:Sizwe.Majavu@health.gov.za">Sizwe.Majavu@health.gov.za</a></td>
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20. ABBREVIATIONS

The abbreviations used in this document signify the following:

- B-BBEE  Broad-Based Black Economic Empowerment
- CSD    Central Supplier Database
- MBOD   Medical Bureau for Occupational Diseases
- NDoH   National Department of Health
- PDF    Portable Document Format
- SARS   South African Revenue Service
- VAT    Value Added Tax
I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens.

I/we understand that bank details provided should be exactly as per the records held by the bank.
I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
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<tbody>
<tr>
<td>Registered Name</td>
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<td>Trading Name</td>
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<tr>
<td>Tax Number</td>
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<tr>
<td>VAT Number</td>
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<tr>
<td>Title:</td>
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<td>Initials:</td>
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<tr>
<td>First Name:</td>
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<td>Surname:</td>
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<tr>
<th>Address Detail</th>
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<tbody>
<tr>
<td>Payment Address</td>
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<td>(Compulsory if Supplier)</td>
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<tr>
<td>Postal Code</td>
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</tbody>
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<tr>
<td>[ ] New Supplier information</td>
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<tr>
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<tr>
<td>[ ] Company</td>
<td>[ ] Trust</td>
<td>[ ] Other (Specify)</td>
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<td>85 of 86 CC</td>
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<tr>
<th>Department Number</th>
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The Director General:  *NAME OF DEPARTMENT*
Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number

Branch Name

Branch Number

Account Type
- Cheque Account
- Savings Account
- Transmission Account
- Bond Account
- Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration
*Please include CC/CK where applicable

Practise Number

It is hereby confirmed that this details have been verified against the following screens

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4**
- **STD Bank-Look-up-screen**
- **Nedbank- Banking Platform under the Client Details Tab**

Contact Details

<table>
<thead>
<tr>
<th>Business</th>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
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<tbody>
<tr>
<td>Home</td>
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<td>Telephone Number</td>
<td>Extension</td>
</tr>
<tr>
<td>Fax</td>
<td>Area Code</td>
<td>Telephone Number</td>
<td>Extension</td>
</tr>
<tr>
<td>Cell</td>
<td>Cell Code</td>
<td>Cell Number</td>
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</tbody>
</table>

Email Address

Contact Person:

PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:

NB: All relevant fields must be completed