



Province of the  
**EASTERN CAPE**  
HEALTH

**PART A**  
**INVITATION TO BID**

**SBD1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU3-20/21-0073-NMM		CLOSING DATE:	2020/08/18	CLOSING TIME: 11H00
BID BRIEFING:	Nelson Mandela Bay Health District - Conyngham road, Parson Hill, Port Elizabeth		BID BRIEFING DATE	Not Applicable	BRIEFING TIME: N/A
DESCRIPTION	PROVISION OF SECURITY SERVICES AT REV. DR. ELIZABETH MAMISA CHABULA-NXIWENI COVID-19 FIELD HOSPITAL IN NELSON MANDELA BAY HEALTH DISTRICT FOR A PERIOD OF 6 MONTHS NOT EXCEEDING 31 MARCH 2021				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Nelson Mandela Bay Health District					
Conyngham Road, Parson Hill					
Port Elizabeth					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. S. Calitz		CONTACT PERSON	Mr. Sontyale	
TELEPHONE NUMBER	041 391 8179		TELEPHONE NUMBER	060 560 3242	
FACSIMILE NUMBER	041 391 8100		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Susanna.calitz@echealth.gov.za		E-MAIL ADDRESS	ulungile.sontyale@echealth.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> N		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

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Invitation to Bid (SBD 1)

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## 2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>ECDoH</b>	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"><li>o The cover page and the table of content and definitions</li><li>o Part 1 which details the Conditions of Bid;</li><li>o Part 2 which details the Conditions of Contract and Operational Requirements;</li><li>o Part 3 which details the bid strategy</li><li>o Part 4 which details the Specification relating to the Technology / Services</li><li>o Part 5 which contains all the requisite bid forms and certificates;</li></ul> As read with GCC– <i>General Conditions of Contract</i>
<b>Goods</b>	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

**PART 1**  
**Conditions of Bid**

**1. BACKGROUND AND INTRODUCTORY PROVISIONS**

The Department intends to engage suitably qualified suppliers for **PROVISION OF SECURITY SERVICES AT REV. DR. ELIZABETH MAMISA CHABULA-NXIWENI COVID-19 FIELD HOSPITAL IN NELSON MANDELA BAY HEALTH DISTRICT FOR A PERIOD OF 6 MONTHS NOT EXCEEDING 31 MARCH 2021**

**2. OFFER AND SPECIAL CONDITIONS**

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.

2.2 **All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

**3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

**4. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

**5. BID BRIEFING: COMPULSORY**

5.1 Not permitted due to COVID-19 Regulations and control measures of groups. Please ensure that you familiarize yourself with the site so you understand the logistic and surroundings.

**6. PRICING**

6.1 The bidder must submit details regarding the bid price for Goods/Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.

6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX**

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 6– Schedule B.

**7. DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule B.

**8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

The bidder must complete the declaration(SBD8) and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule D (i)

**9. CERTIFICATE OF BID DETERMINATION**

Bidders must complete the declaration (SBD9) and sign accordingly to sub with the bid the Declaration of Bid Determination attached as Part 5 – Schedule D (ii).

**10. QUALIFICATIONS OF BIDDERS**

Bidders must submit detailed information that is reference letter(s) together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule E.

**11. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

**12. CONSORTIUM/JOINT VENTURE**

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

12.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

12.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

**13. ORGANISATIONAL PRINCIPLES**

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

**14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

**15. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars (three months bank statement) should be submitted together with the bid on the form attached as Part 5-Schedule I. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive.

**16. PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule J contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

**17. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**18. ACCEPTANCE OF BIDS**

The ECDoh does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoh, of certain requirements which the ECDoh, considers to be of minor importance and not complied with by the bidder.

**19. NO RIGHTS OR CLAIMS**

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoh. The ECDoh reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 Neither the State, the ECDoh, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

**20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoh.

20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

**21. ACCURACY OF INFORMATION**

21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoh nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any

undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid,

or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

- 21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **22. COMPETITION**

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## **23. RESERVATION OF RIGHTS**

- 23.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 23.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 23.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.5 Award the bid to more than one bidder.

## **24. EVALUATION CRITERIA**

### **The bid will be evaluated as follows:**

- Stage 1a: Administrative compliance /**Mandatory** Pre-qualification and Sub Sections for quotations to individual tender categories
- Stage 2: Functionality
- Stage 3: In Loco Inspection
- Stage 4: Price and B-BBEE Points

The stages are further detailed below:-

**25. Stage 1: Administrative Compliance/ Mandatory Pre-qualification evaluation**

- 25.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.
- 25.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
  - 25.3 Reject the Bid in question and not to evaluate it at all;
  - 25.4 Give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 25.2.3 In any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

**26. The following Administration Compliance:**

**26.1 Pre-qualification criteria shall apply: To all bid applications and sections**

- 26.1.a The bid documentation must be completed comprehensively and correctly.
- 26.1.b Declaration forms (SBD 4, 8, 9) must be completed and signed.
- 26.1.c Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.1.d Bidders must have provided supporting documentation as per the bid requirements, see table on table below.
- 26.1.e Bidders must be registered on the Central Supplier's data Base and must submit proof of registration that will be confirmed by Department of Health
- 26.1.f Previous performance of bidder will be considered in the evaluations of the bid.
- 26.1.g The Department will require verifying registration status of the entity with PSIRA, in that regard the bidders must give consent to the Department to request information as per the attached annexure Schedule K
- 26.1.h Bidder must submit proof of Financial Stability in accordance with Schedule I
- 26.1.i A bidder must submit, from the Department of Labour, a valid **COIDA** certificate. (Compensation of Occupational Injury and Diseases act)
- 26.1.j A bidder must submit, from the Department of Labour, a valid certificate of compliance for UIF (Unemployment Insurance Fund).
- 26.1.k Bid Pricing must be in line with PSIRA rates.
- 26.1.l Originally Certified Copy of Company BBBE-E Level Status Certificate issued by a SANAS accredited agency or an original Copy/Originally Certified Copy of Sworn affidavit in case of EMEs and QSEs.
- 26.1.m The successful bidder will be held responsible for any damage or loss suffered by the Department as



result of the bidders Security Officer's negligence or willful action in the ordinary execution of their duty. The company must submit an existing Public Liability Policy contract or a letter of intent of taking out insurance from the Insurance Company or Broker, and must be submitted as part of the returnable. Before resuming with the work the company must submit the insurance policy contract for this service.

26.1.n Bidders must comply with the National Bargaining Council for the Private Security Sector (NBCPSS) rates as per the National Government Gazette no. 43036. Pricing must be in line with NBCSSS rates.

26.1.p Bid Prices must include overheads costs.

**Prospective bidders are required to submit the following Mandatory documentation for quality for further evaluation**

#	<b>ADMINISTRATIVE REQUIREMENT</b>	<b>Complied</b>	
		<b>YES</b>	<b>NO</b>
	<b>NB: Failure to comply with the above pre-qualification will invalidate the bid and the bid will not be evaluated further.</b>		
	<b>Section 26.1.a-p : Administration Compliance to All Bid Applications</b>		
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1) on all section or per section of interest includes overhead into unit price		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	Declaration of Past SCM Practices (SBD 8)		
F	Certificate of Independent Bid Determination (SBD 9)		
G	Company registered in South Africa (Registration documents attached)		
H	JV agreement ( if applicable)		
I	COIDA Good Standing & Registration - Provide proof		
J	UIF Registration – Provide Proof		
K	Liability Insurance Policy – Provide Copy of Insurance or Letter of Intend		
L	Originally Certified Copy of company BBBE-E Level Status Certificate issued by the appropriate Accredited SANAS Agencies / Or Affidavit		
M	Financial Stability in submitting : a-Recent/Current Audited Financial Statements(dated & signed), b-Good Standing Letter from a Registered Financial Institution indicating a positive rating		

**26.2 The following Physical Guarding Compliance: Mandatory Pre-qualification criteria shall apply:**

26.2.a A bidder must submit a valid Company's **PSIRA** (Private Security Industry Regulatory Authority) registration certificate. **Only New PSIRA certified certificate copies will be accepted. (Certification must not be older than 90 days)**

26.2.b A bidder must submit a valid Directors Registration **New PSIRA certificate**. Only certified copies of this will be accepted. **(Certification must not be older than 90 days)**

26.2.c A bidder must submit a valid **letter of Good Standing** issued by PSIRA

26.2.d Response Vehicles - Provide proof of Vehicles, Photo's, Proof of ownership at least two vehicles

- 26.2.e Availability of 100% specified Uniform & Equipment for the number of security guards specified is mandatory. Proof in the form of a Stock Sheet with buffer stock available for the required number of security guards / Affidavit confirming stock availability / letter of agreement from the Uniform manufacturer for the supply of full uniform as specified indicating quantity and delivery time frame of uniform must be submitted with the bid.
- 26.2.f Availability of 100% specified COVID-19 PPE Protective Clothing/Wear / Uniform & Equipment for the number of security guards specified is mandatory. Proof in the form of a Stock Sheet with buffer stock available for the required number of security guards / Affidavit confirming stock availability / letter of agreement from the Uniform manufacturer for the supply of full PPE Kits as specified indicating quantity and delivery time frame of uniform must be submitted with the bid. See Part 4 Bid Strategy & Specifications item 5.4.11.2 page
- 26.2.g 24 Hour Operational Control Room> It would be preferred if the awarding services provided had a functional site and or control room within NMM (Part 3 Schedule – Nearest Office : Physical Address)

Section 26.2.a-i : Mandatory Compliance to Bid Applications : <b>Physical Guarding</b>		
A	PSIRA Directors Registration - Provide copies of certificates not older than 90 days	
B	PSIRA Company Registration - Provide copies of certificate not older than 90 days	
C	PSIRA Good Standing & Registration - Provide proof	
D	100% Equipment – Provide Uniform & Equipment List and confirmation of availability thereof or Letter from Supplier that Equipment will be supplied	
E	24 hours Site Office and or Control Room Location preferred be in NMM. Should the control room not be located in NMM, such other arrangements for compliance purposes should be provided	
F	Response Vehicles - Provide proof of Vehicles, Photo's and Proof of ownership of vehicles of at least 2 vehicles	
G	100% Protective Clothing: PPE-Kits – Provide List of stock and confirmation of availability thereof or Letter from Supplier that uniforms will be supplied ( Photos of Uniforms may also be attached)	

## 27. Stage 2: Functionality Evaluation

- 27.1 All points scored by qualifying bidders will not be taken into consideration for price evaluation. The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold points to proceed to the next stage of price evaluation. Any bidder(s) who do not meet the required threshold will be disqualified and not considered any further.

## 27.2 FUNCTIONALITY EVALUATION SCORING on Physical Guarding

Bidder must obtain a minimum threshold of 50 points out 60 points to proceed to the next stage.

A bidder who scores less than 83% will not be considered further.

Criteria	Description /Sub-criteria	Max Score	Required Evidence
Experience	<b>Work Experience in security services</b>  Below 2 years 2 – 3 years 4 – 7 years 8 years and above	15  0 05 10 15	Project reference form from current and previous clients for similar services clearly indicating duration of contract, Contract start and end date, bid value and performance of the bidder.  <b>NB: Points will only be allocated when the bidder included the departmental projects reference form contemplated in this bid document. Project reference form must be stamped and signed by the referee(client)</b>
Human Resources	<b>Available Staff for security services</b> Provide us with the payroll of the business showing the following: <ul style="list-style-type: none"> <li>There is sufficient capacity to administer the rendering of services at the sites tendered for.</li> <li>Sufficient employees are available or can be contracted with, for the facilities tendered for.</li> <li>A clear system in place to accommodate sick/absent employees without affecting guarding services.</li> <li>Certify that you are registered for PAYE</li> </ul>	25  10  5  5  5	Staff Payroll stamped and signed by the bidder.  Submit a copy of a customized database showing the following: <ul style="list-style-type: none"> <li>➤ Name</li> <li>➤ ID number</li> <li>➤ PSIRA number</li> <li>➤ Residential address</li> <li>➤ Contact number</li> </ul> Failure to provide the above will invalidate the database point  A document outlining the plan for dealing with emergency requirement of staff in place of sick/absent staff for the allocated site  Proof of Registration for PAYE
<b>Availability of</b> a- Uniforms b- Equipment c- PPE Kits  <b>For Security Guards</b>	Evidence that the bidder has standard uniform for the security guards to meet the required security standard: Warm Weather Uniform Cold Weather Uniform Wet/Rainy Weather Uniform Available for use by security guards PPE Kits Inventory List of the Uniform(s) readily available in buffer stock that can be dispatched to security officers should you be successful.  Submitted No supporting Documents for Uniform Stock	20  20  0	The bidder must certify that they have 100% of the standard uniforms for the employees guarding the facility(ies) tendered for OR Provide a letter from the uniform manufacturer/supplier based in the EC Province stating the number, production and delivery times for the uniforms for all sessions.  This should be coupled with an affidavit stating available clothing items in line with the required clothing.  See item 26.2.e f on page 12
	<b>Total</b>	<b>60</b>	

## **28. Stage 3: In Loco Inspection**

- 28.1. The department reserves the right to physically verify contents that are contained in the first stage technical evaluation.
- 28.2 A visit to the Control Room(s) of the Bidder in Nelson Mandela Bay Health District.
- An inspections of the proof that there are sufficient uniforms to cloth all guards, including buffer stock
- An inspection of proof that there is sufficient security equipment for all guards, including buffer stock.
- An inspection of a list of current active staff
- An inspection of your Payroll, UIF, PAYE.
- An inspection of random payslips to confirm prescribed minimum gazette rates as per sectorial determination 6 issued by the Minister of Labour for payment of security guards
- As inspection of the control Room set up of the bidder with particular reference to the following;
- An inspection/check of the liability insurance to cover theft or damages to assets of the Department as well as Public Liability Insurance
  - Must be ensured that the security officer posted to the control room is able to make contact with a respond guard force which does not form part of the facility team e.g. SAPS in order to support them in the event of serious incident(s)
  - The security control center must be in radio with the security staff on all sites and with the representative of the employer
  - Panic Systems must be linked to a 24 hour operational control room with immediate armed response vehicle dispatched

## **29. Stage 3: Price and Preference Evaluation**

- 29.1. Responsive bids which comply to the 1<sup>st</sup> stage functionality evaluation will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 4 of the Procurement Regulations. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

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

$$Ps = 80(1 - \frac{P - P_{min}}{P_{max} - P_{min}})$$

$P_{min}$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**N.B:** Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies or sworn affidavit in case of EMEs and QSEs to substantiate their B-BBEE rating claims.

- 29.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such a bidders will score 0 out of maximum of 20 points for B-BBEE.
- 29.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof sworn affidavit in case of EMEs and QSEs at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 29.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 29.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued a SANAS accredited verification agency or sworn affidavit in case of EMEs or QSEs will be considered for preference points.
- 29.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 29.7 The total points scored will be rounded off to the nearest 2 decimals.
- 29.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 29.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 29.10 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 29.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## PART 2

### Conditions of Contract and Operational Requirements

#### 1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

#### 2. FEES, CHARGES AND PAYMENTS:

- 2.1 Unit pricing will be excluding VAT and in line with PSIRA prescribed rates.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

#### 3. BRAND NAME

Not Applicable

#### 4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

**4.1 The ECDoH's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

**4.2 Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

**4.3 Other Service Providers.** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

**4.4 Regulations and statutes.** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

**4.5 Compliance with procedures.**

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

4.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

4.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

**4.8 Contractor's procedures** The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

**4.9 Provision of Security Services in accordance with the PSIRA Act and Code of Conduct for Security Services provider.** The contractor shall ensure that the Services are provided in accordance to the PSIRA Act and Code of Conduct.

**4.10 Service reports:** The contractor shall, upon written request from the DOH or its appointed Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.

**4.11 Provision of Electric Fences:** The contractor shall, ensure the he/she complies with the department of Labour Compliance requirements in respect of electrical installations and Certificate of Compliance to be issued with each installation. The contractor required to comply with SANS Compliance Standard SANS10142.

## **5. HAZARDOUS MATERIALS**

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

## **6. FIRE RISKS**

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

## **7. ENERGY MANAGEMENT**

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

## **8. OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor :-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH

immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

- ❖ Compliance with PSIRA Regulations and Code of Conduct

## **9. SERVICE LEVEL AGREEMENT**

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

## **10. PERFORMANCE MEASUREMENT PROVISIONS**

### **10.1 Introduction.**

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

### **10.2 Compliance.** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH

### **10.3 Records.** Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

### **10.4 Measurement of performance**

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.



**10.5 Results of checks, audits and surveys:** ECDoh shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoh shall be entitled to exercise its remedies stipulated in the contract based on such findings.

## 11. PENALTY CLAUSES

The following penalty clauses will apply:-

NO	ITEM	PENALTY
1	No baton	R20
2	No torch (also not in working order)	R20
3	No ID card	R50
4	No uniform (the uniform must be complete)	R100
5	No firearm / valid Firearm Authority Permit	100% of rate per shift
6	No pepper spray	100% of rate per shift
7	No handcuffs	100% of rate per shift
8	No two-way radio (radio must be 100% functional)	100% of rate per shift
9	No visit by supervisor per 6 hour period.	R200
10	Late for duty within 3 hours	R200
11	Late for duty beyond 3 hours	Pro rata to rate per shift
12	Reporting off duty prematurely	R500
13	Sleeping / not totally alert	R500
14	Under the influence of alcohol	R500
15	Leave designated area without authority	R500
16	Fail to book out / back from patrol	R50
17	Fail to book on or off duty + signature	R50
18	Compiles / making false occurrence book entry	R100
19	Alter occurrence book or page entries	R100
20	Defaces / remove occurrence book or page	R200
21	Fails to record ID number and grade when booking on duty	R50
22	Fails to comply with standing order requirements not covered by the aforementioned clauses	R100
23	Failing to hand/take over	R100
24	Playing games and listening to music on cell phones while doing security duties	R100

## 12. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

## 13. PROJECT DELIVERABLES

- The supply and delivery dates and times will be agreed upon with the successful bidder.
- Delivery addresses will be provided to the suppliers
- If at any time during performance of the contract, the supplier or its Sub Service Provider(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).
- Non-compliance to delivery period will lead to cancellation of the contract.

<b>First instance</b>	Issue notice of breach
<b>Second instance</b>	Meeting and second notice of breach
<b>Third instance</b>	Cancellation of contract

**14. LOSS AND DAMAGE**

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

**15. SUB-CONTRACTORS**

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

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**Part 3 - Schedule A**  
**Government Procurement General Conditions of Contract**

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**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 (GCC) 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**

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of Contract documents; information and 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 Service Provider 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 and 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 Sub Service Provider(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

21.6 Without the application of penalties.

21.7 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.

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

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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 hereafter 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.

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

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

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

### **34. Prohibition of Restrictive practices**

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

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

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a Bid or written price quotation). 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, shareholder<sup>2</sup>, member):

2.4 .....

2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.6 Tax Reference Number: .....

2.7 VAT Registration Number: .....

2.8 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:

<sup>1</sup>"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.

<sup>2</sup>"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 attach 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, **YES/NO**

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?

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.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/ Persal Number

**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 SHOULD THIS DECLARATION  
 PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**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.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	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)? <b><i>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i></b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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*



---

**Part 3 – Schedule C (ii)**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

---

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and Bids.

<sup>2</sup> 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: \_\_\_\_\_ that:  
(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<sup>3</sup> 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.

**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

**Part 3 – Schedule D**

**Qualifications and Experience**

1. Details of the extent of the bidders activities and business, e.g. branches etc.:

---

---

---

2. A list of existing /previous contracts relating to services which are similar to the Services: Also see Project Reference returnable attachment on next page53

Description of Contract	Start Date	End date

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

---

4. The name of the person who shall manage the Services:

---

5. Detail such person's qualifications and experience below :

---

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

## PROJECT REFERENCE FORM

**Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.**

I, .....(name and surname)  
.....(company name)

Declare that I was the recipient (client) of the following Security Services successfully executed

by .....(name of bidder)

Contract Description:

: .....

Location of Contract: .....

Contract period: ..... Completion date: .....

Contract Value: .....

A. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Delivery schedule compliance					

B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments: .....  
.....

D. Cell No. .... E. Office No.:.....

F. Fax No. ....

G. E-mail: .....

This signed at ..... on this .....day of .....2020

\*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED.

**Please make OWN copies for references**

Part 3 – Schedule E

Organization Type

**PARTNERSHIP / CLOSED CORPORATION / COMPANY**  
**( delete which is not applicable)**

The bidder comprises of the following partners/members/directors :

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....
2. ....

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NAME IN CAPITALS

In the presence of :

1. \_\_\_\_\_
2. \_\_\_\_\_

---

**Part 3 – Schedule G**  
**Details of Supplier's Nearest Office**

---

1. Physical address of supplier's office

---

---

---

---

1. Physical address of supplier's control

---

---

---

---

2. Telephone No of office: \_\_\_\_\_

3 Time period for which such office has been used by supplier: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....



---

**Part 3 – Schedule H  
Financial Particulars**

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This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Bid Number: \_\_\_\_\_

	<b><u>FINANCIAL POSITION OF BIDDER</u></b>
	<p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
<b>NAME OF FINANCIAL INSTITUTION</b>	
<b>ADDRESS</b>	
<b>TEL.NO</b>	
<b>FAX NO</b>	
<b>CONTACT PERSON</b>	

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

---

**Part 3 – Schedule I**


---

**SBD 6.1**
**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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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:

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 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: = .....(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**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME ✓</b>	<b>QSE ✓</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**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-BBE 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE .....

ADDRESS .....

.....

.....

---

**Part 3 - Schedule J**  
**CONSENT FORM BY THE BIDDER**

---

The bidder shall be bound by all SCM regulatory provision and amendment thereto whether expressly or impliedly in this document

The Head  
Department of Health  
Private Bag X0038  
Bisho, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

- 1) I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/we grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I /we further grant my/our consent to such source to provide confidential information.
- 2) I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
- 3) The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
--	----------------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OR**

	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our tender
--	---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

---

## Part 4

---

### **BID STRATEGY AND SPECIFICATIONS**

The Eastern Cape Department of Health (ECDoH) has five institutions based in **PROVISION OF SECURITY SERVICES AT REV. DR. ELIZABETH MAMISA CHABULA-NXIWENI COVID-19 FIELD HOSPITAL IN NELSON MANDELA BAY HEALTH DISTRICT FOR A PERIOD OF 6 MONTHS NOT EXCEEDING 31 MARCH 2021**

- The Department reserves the right to award the contract to more than one individual company/supplier and or categories per hospital and or clusters.
- Physical Guarding : The successful bidder(s) will be requested to deliver the required guarding services directly to the identified health facility.
- Order(s) : Will be issued for the institution in accordance with the available budget.
- Allocations and requirements of guard quantities will be determined by the patient ratio / bed occupancy rate
- The institutions/hospitals are as follows:

### **INSTITUTIONS COVID-19 Field Hospitals within Nelson Mandela Bay Health District**

#### **SCOPE OF WORK**

- The suppliers will be requested to deliver **Security Service** ordered as per delivery schedule(s) and order issued.
- Delivery addresses will be provided to the suppliers.

### **DECLARATION OF THE BIDDERS ABILITY TO SUPPLY AND DELIVERY OF SECURITY**

#### **SERVICES**

- We hereby declare that we, \_\_\_\_\_ (name of the bidder), have the capacity and capability to supply and deliver required services in all categories tendered for.
- I herewith declare that I understand that it is at a COVID-19 Field Hospital and that the safety of my staff should be high priority to ensure their safety.
- I further more declare that I will ensure that my staff placed at the COVID-19 Site will have the correct Protective Clothing and PPE-Kits as per Department of Health Requirements.
- SIGNATURE OF BIDDER: .....
- DATE : .....



## 1. SCOPE OF WORK

- 1.1 Tenders are called for physical security guards at COVID-19 Field Hospitals/Sites in Nelson Mandela Bay Health District to perform guarding and protection services of Eastern Cape Department of Health Assets and infrastructure.
- 1.2 Only Private Security Industry Regulatory Authority Registered and reputable security system service providers, who are capable of rendering all of the functions as required in terms of the specifications included herein will be considered.
- 1.4 Service Providers must be able to demonstrate their ability to cope with the demands of a multi-functional organization and multiple security systems and have a minimum of eight (2) years' experience at this level.
- 1.5 The Eastern Cape Department of Health reserves the right to appoint more than one service provider.
- 1.6 Two(2) to Three(3) Phase roll out tender
- 1<sup>st</sup> Phase: Deployment of Guards
  - 2<sup>nd</sup> Phase: Increase/Decrease of Guard Deployment Number(s)
  - 3<sup>rd</sup> phase: Final Increase / Decrease of Guard Deployment Number(s)

## 2. GLOSSARY OF TERMS

The following abbreviations and descriptive references appear in this specification:-

Reference	Explanation
Eastern Cape Department of Health Responsible Official (DOH)	An Eastern Cape Department of Health official responsible for the site, depot or equipment to be protected as the case may be under the tender
Eastern Cape Department of Health : Nelson Mandela Bay Health District Representative (DOH : NMBHD)	The head of the Directorate for the time being of the Eastern Cape Department of Health under whose control the site, depot or equipment resorts, or of his/her duly authorized representative and shall include the Institutional Head of Security Services
Standard Operating Procedures (SOP)	A set of instructions covering those features of operations which lend themselves to a definite or standardized procedure without loss of effectiveness. The procedure is applicable unless ordered otherwise.
PSIRA	Private Security Industry Regulatory Authority of which registration is required as a security service provider such as CCTV installer, CCTV management, monitoring (control room) and control room operators
SASSETA	Safety and Security Sector Education and Training Authority
Control Room	PSIRA / SAIDSA approved Control Room which acts as a nodal point for the viewing / monitoring of alarm / CCTV signals and dispatching of response units, which incorporates software and hardware platforms that allows such signals to be communicated to an operator through an integrated approach.
SANS	South African National Standards.
ICASA	Independent Communications Authority of South Africa. ICASA's is responsible for the licensing of broadcasting services (including community, commercial, public and subscription) and electronic communications services and are further responsible for monitoring and ensuring the compliance of these broadcasting and electronic communications services.

## 4. DELIVERABLES

- 4.1 This specification covers the provision of Security Guards, the provisioning of physical security guards (guarding) and providing an investigative support into all forms of illegal activities against the Eastern Cape Department of Health Assets and infrastructure for the various permanent and temporary localities

under the jurisdiction of the Eastern Cape Department of Health on a continuous basis for a period of 6 months not exceeding 31 March 2021.

#### 4.2 Estimate Quantities of Physical Guarding Service at COVID-19 Sites .

##### **Grade C Guards @ 22 day or night**

##### **Grade B Guards @ 4 day or night**

- Entrance to Field Hospital (at the gate)
- {the other 2 guards are from VW}}
- Entrance to Hospital
- Kitchen Area
- Clean Linen Area
- Body Hold Area
- Pharmacy Area
- Control Room
- Staff Entrance (medical)
- Other entrances
- ***During phase 2- there is not many changes.***
- ***In Phase 3 - small kitchen is added***
- Add an additional guard
- Patrolling during the day - inside & outside

##### **NIGHT GUARDS**

- Main Entrance Gate-
- Entrance to Hospital
- Control Room
- Staff entrance medical
- Inside & Outside Patrol
- *(most of the entrance doors will be closed.*
- *Will therefore require more guards to patrol)*
- ***Phase 3 - will have another staff entrance***
- An additional guard will be required

Total guards proposed are therefore - **26**

#### 4.3 Tenderers must indicate what measures they have to ensure that their security staff are well trained, motivated, have a good back-up system and maintenance of strict supervision of their security staff members.

#### 4.4 Requirements

- Attend relevant meetings as identified;
- Crime pattern analysis / trending and
- Appear in court on behalf of DOH: NMBM.
- Research / investigate Health Related Supplies in South Africa, neighboring countries and abroad to determine the destination of stolen materials and equipment belonging to the Eastern Cape Department of Health
- Investigate criminal activities relating to the trading, transporting or handling of to Health Related Supplies.
- Investigate criminal or untoward activities committed by metal merchants, smelters, exporters and metallurgical laboratories against Eastern Cape Department of Health.
- Investigate the activities of criminal elements and crime syndicates targeting the Eastern Cape Department of Health equipment.
- Identify crime syndicate hotspots where Eastern Cape Department of Health materials and equipment are targeted and initiate intelligence driven operations to apprehend same.

- Deploy mobile task teams in identified areas for observations for the purpose to detect and apprehend criminal elements involved in the theft of Health Related Supplies or equipment belonging to the Eastern Cape Department of Health.
- Effectively compile and maintain criminal case dockets containing sufficient evidence to apprehend and initiate prosecution or any other action deemed necessary.
- Submit processed evidence to relevant government authorities for necessary action, monitor and support relevant government authorities during mentioned action.
- Network with other State Departments, Law Enforcement Agencies and any other relevant organization identified as necessary to achieve the said objectives.
- Maintenance of a database containing information gathered during all research / investigations processes.
- Conduct Risk Assessments: Must provide, a comprehensive, and innovative risk management services that are cost effective and efficient to the advantage of the Eastern Cape Department of Health. Must be able to assess all potential threats/risks impacting the Eastern Cape Department of Health. The Risk & Threat Analysis must be assessed on a quarterly basis and the report submitted to the Eastern Cape Department of Health..
- Review current Security Systems, Plans and Recommendations.
- Compile a technical and operational assessment of current security systems and operations and make suggestions to improve on the current situation. Provide detailed report on exploring identified risks (incidents), strengths and weaknesses of current security planning, as well as a list of realistic recommendations.
- Two(2) to Three(3) Phase roll out tender
  - 1<sup>st</sup> Phase: Deployment
  - 2<sup>nd</sup> Phase: Increase/Decrease Deployment number
  - 3<sup>rd</sup> phase: Final Increase / Decrease Deployment Number

4.5 The tenderer (incoming service provider) would be required to liaise with the current service provider in order to facilitate an official and proper hand

## **5. CONTRACTOR'S OBLIGATIONS**

### **5.1 Skills and characteristics**

The Contractor must ensure that all personnel employed have been trained in terms of the relevant national standards, be in possession of a valid RSA ID document and display the following skills and characteristics to the satisfaction of the Eastern Cape Department of Health Institution Manager or his / her nominee or his / her authorized official so appointed:-

- 5.1.2 Good inter-personal relations and communication skills with DOH Health Officials, designated Security Official, Staff at all levels and the general public, be it verbally or in writing.
- 5.1.3 The ability to perform strict assigned duties and effective burglar alarm services within the confines of deployment.
- 5.1.4 The recognition of criminal incidents such as theft and safety hazards.
- 5.1.5 The recognition fire hazards and competent in basic firefighting skills as the first responder to such incidents.
- 5.1.6 Be well conversant with the Criminal Procedure Act, specifically as it relates to arrest, seizure and the use of force.
- 5.1.7 The Ability to make sound independent decisions and apply corrective action in an event of any noteworthy incident on site.
- 5.1.8 Basic level of literacy, i.e. able to read and legible handwriting.
- 5.1.9 The ability to learn and adapt to the ever changing security environment.

- 5.1.10 Be of sober habits and not addicted to the uncontrolled use of alcohol and drugs that have a narcotic effect.
- 5.1.11 Be able to follow and apply locality alarm response duties and procedures (SOP).
- 5.1.12 Proficiency in the handling of firearms (where applicable).
- 5.1.13 Proficient in the use of all allocated security equipment such as a telephone, two-way radio and pepper spray.
- 5.1.14 Perform physical or documentary checks (where applicable).
- 5.1.15 Operate a response vehicle and its monitoring system (where applicable).
- 5.1.16 Be in an acceptable physical condition in order to adequately perform the duties as required by that relevant to a response officer.
- 5.1.17 All training must be in accordance with the latest SASSETA / PSIRA standards and training certificates must have originated from training institutions accredited by SASSETA / PSIRA, which must be available for scrutiny, at any time, by the Municipality's Security Head or his representative.
- 5.1.18 All security guards placed at the health facility must be able and know how to handle a difficult patient without verbal abuse, physical harming and or injuring the patient.
- 5.1.19 All security guards place will have the proper protective clothing and PPE-kits as per the COVID-9 regulations VERY IMPORTANT REQUIREMENT!!!!

## **5.2 Supervision**

- 5.2.1 The successful tenderer must arrange for its Response Security Officers to be strictly and closely supervised, whilst performing their duties by a Supervisor who is qualified, competent and registered as a minimum Grade "B" PSIRA Security Officer.
- 5.2.3 Visits by supervisors to be strictly conducted as follows:- (subjected to change in consultation with facility manager / CEO)
- 5.2.4 Once between the hours of 18:01 to 00:00.
- 5.2.3 Once between the hours of 00:01 to 06:00.
- 5.2.4 Once between the hours of 06:01 to 12:00.
- 5.2.5 Once between the hours of 12:01 to 18:00.
- 5.2.6 The following are applicable to visiting Supervisors:-
- 5.2.7 Confirm the visit by endorsing and signing the Note Book at the location and record his / her full name, Identity Number, PSIRA grade and number.
- 5.2.8 The visit must fully comply with the laid down requirements of such visit i.e. equipment checked, location condition and any other supervisory observations.
- 5.2.9 Only work related comments may be recorded in the Note Book.
- 5.2.10 As soon as the tenderer's security staff reports any incident or irregularity at a Eastern Cape Department of Health locality the tenderer's Duty Supervisor / Manager must respond immediately to the location in question and resume a preliminary investigation and implement the necessary action.
- 5.2.11 The Contractor's Control Room must subsequently be informed immediately or as soon as possible after the said incident.

### **5.3 Legal implications and compliance**

- 5.3.1 The tenderer shall provide written proof of Registration of its Security Officers (Including Supervisors, Managers, Directors) with PSIRA and shall at all-time submit an updated list of its officers with proof when requested.
- 5.3.2 The tenderer must provide written proof of registration of his/her Company with PSIRA and SAIDSA, upon submitting his / her Tender response.
- 5.3.3 The tenderer will be responsible for compliance with the provisions of all legislation governing the employment of his staff, including leave pay, sick leave, levies, workmen's compensation, unemployment insurance, etc and in every other respect will fully comply with the provisions of the Basic Conditions of Employment Act, 1983 and the Wages Act 1957, Wage Determination for the Area concerned, as amended. The Contractor will particularly enforce the limitations placed upon hours of work including lunch breaks, as required by current legislation. In case of lunch breaks, the successful tenderer shall supply replacement staff of an equal grade or higher.
- 5.3.4 The Contractor shall be liable for and indemnify the Eastern Cape Department of Health against claims, suits, demands, or costs whatsoever arising from any injury or death to any person or damage or loss to any property sustained as a result of any action by the tenderer's personnel for the duration of the contract. Where the Eastern Cape Department of Health has suffered any loss or damage in respect of its health related products or equipment where such loss or damage was as a result of a willful or negligent act or omission on the part of the tenderer or the tenderer's employees, the Eastern Cape Department of Health shall have the right to claim compensation from the tenderer.
- 5.3.5 Where the Eastern Cape Department of Health has suffered any Injury or loss of life in respect of patients treated at any of Department of Health Facilities as a result of a willful or negligent act or omission on the part of the contractor or the contractors employees the contractor shall be delictual liable for the act or omission
- 5.3.6 Prior to the commencement, within a thirty (30) day period, of the tender the successful tender/s will be required to submit copies of its full insurance policy document, with proof of payment thereof. The policy must include, inter- alia, cover for liability arising out of the use of a firearm as well as wrongful arrest and detention and should have a minimum of R 20 million Rand cover per incident / claim. Failure to comply will result in automatic disqualification.
- 5.3.7 The amounts reflected in the pricing schedule shall escalate annually at the higher of the rate of the Consumer Price Index (CPIX) based on the annual percentage change in the CPIX (excluding interest rates on mortgage bonds as published) at the anniversary of the effective date and at each subsequent anniversary thereof or in accordance with the statutory wage increase for the respective grades, as stipulated and determined in the Sectoral Determination Act, commencing September of each year, and as may from time to time be stipulated by PSIRA or any other minimum wages determination for the employees of the Service Provider, as prescribed by statute.
- 5.3.10 Should the tenderer utilize any security/alarm communication medium which requires registration with ICASA, it remains the responsibility of the tenderer to comply accordingly, proof of which must be attached to the tender response.
- 5.3.11 Should the tenderer utilize any equipment which requires a software license, such registration must be in the name of the Eastern Cape Department of Health this includes the handover of all installation software, discs, license authority and administration passwords.
- 5.3.12 Full Administration Authority to the said software must be given to the Management Staff of the Eastern Cape Department of Health. Names to be provided when tender has been awarded.
- 5.3.13 Safety & compliance with legislation and regulations.

The Service Provider shall be fully and solely responsible for ensuring compliance with the Occupational Health and Safety Act (Act no 85 of 1993) and any other legislation (eg.COVID-19, firearm control act) that may apply. In this regard it is specifically pointed out that the Service Provider will, inter alia, have to do the following:-

- Provide and maintain systems of work that are safe and without risk to health and safety.
- Eliminate or mitigate hazards or potential hazards before resorting to personal protective equipment.
- Establish the hazards pertaining to work establish what precautions should be taken and provide the means to apply the precautions.
- Provide information, instructions, training and supervision to ensure health and safety.
- Not permit anyone to do anything unless the necessary precautions have been taken.
- Do everything possible to ensure compliance with the applicable legislation.
- Enforce discipline in the interest of health and safety.
- Ensure that work is performed under the supervision of a person with the necessary training and authority.
- Conduct his undertaking in such a manner that he or any other persons are not exposed to hazards to their health and safety.
- It is specifically recorded that the Service Provider shall, in terms of section 37(2) of the Occupational Health and Safety Act, be fully and solely responsible for ensuring compliance with the provisions of this Act. Should the Service Provider find anything in this specification or receive an instruction that may jeopardize his compliance with any legislation he shall bring such finding or instruction to the attention of the Eastern Cape Department of Health and resolve the matter before proceeding.
- It is further specifically pointed out that the Service Provider shall be registered in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) and that he shall be in good standing with respect to the payment of assessments to the Compensation Commissioner.
- Maintaining 100% regulatory compliance with applicable legislation, planning conditions, consents, licenses and permits.
- Development and maintenance of a competent, well-trained workforce. Development, integration and maintenance of an organizational culture that emphasizes the importance of OH&S through all phases of project life-cycle, through effective leadership, oversight and engagement.
- The Service Provider's staff will at all-time wear protective clothing as prescribe by the Occupational Health and Safety act.
- Every reasonable precaution for the safety of all concerned in the operation of this contract will be catered for by the Service Provider.
- Safety is the responsibility of the Service Provider and the Eastern Cape Department of Health will not be held responsible for any injuries, accidents or incidents that might occur.
- The Eastern Cape Department of Health reserves the right to stop any work at any time if the Service Provider is not following the right safety procedures explained in the OHS, SANS.
- The Service Provider must meet all requirements stipulated in the OHS, SANS, and any other required legislation.
- If the Service Provider is not complying with legislation his/her work will be ceased until he/she can satisfactorily prove compliance.
- A documented health and safety plan must be submitted after awarding this bid but prior to commencement of any work, which addresses hazards and identifies and includes safe work procedures in order to reduce or control these hazards.
- Any special lawful and reasonable requirements of the Head of Department or their authorized representatives.
- Compliance with Health & Safety Acts Regulated by the COVID-19 Pandemic and Protective Clothing

#### 5.4 **Service Levels**

- 5.4.1 The security service is required to be continuous throughout the duty periods and the tenderer must therefore ensure that replacements are timeously provided for any of its personnel being absent for whatever reason.
- 5.4.2 The Contractor shall replace its staff, as and when required by either the tenderer or on request of the Eastern Cape Department of Health, reasons of which will be disclosed at the time.
- 5.4.3 Should a security staff member not be able to continue with his / her duty period such member be replaced with another staff member of equal grade by the tenderer.
- 5.4.4 Sleeping on duty is not permitted and unacceptable. All security staff members shall remain totally alert throughout their duty periods.
- 5.4.5 An Occurrence Book/Note Book, where applicable, will be provided by the Tenderer wherein every Security Officer is to sign on duty when reporting for duty, inserting his name, identity number, PSIRA number, grade and time of reporting for duty. At the completion of a shift, the same Officer shall "sign off duty" in the book by inserting his name, signature and the time at which he / she reports off duty or was relieved (if applicable) by another Security Officer.
- 5.4.6 Defacing / removal of pages in any Occurrence Book or Note Book or any other register utilized in the execution of duties is not permitted and will result in a stipulated penalty being levied against the Company.
- 5.4.7 No security staff member shall allow any person whomever, access / entry to any locality / site, depot or to equipment and shall not allow any person to remove anything of whatsoever nature from the aforementioned site, depot or from equipment, unless the person requesting access / entry to the site, depot or equipment, as the case may be, produces to the security staff member an Eastern Cape Department of Health Identity Card / Permit, All such admissions shall be reported to and recorded by the tenderer's Control Room, who is to notify the Eastern Cape Department of Health Institution Manager immediately.
- 5.4.8 The tenderer will be responsible to ensure that his / her security staff is well acquainted with the requirements of the security specifics. It will thus be necessary for Supervisors / Managers to have a high competency level to understanding and interpret SPM (Site Procedure manual) and be familiar with locality layouts and operations. SPM / officer duties will be drawn up where necessary. Such orders shall be readily available and tenderer will be responsible for instructing their personnel accordingly.
- 5.4.9 The tenderer shall give advance notice to the Eastern Cape Department of Health responsible official of possible forthcoming changes of personnel where applicable. In addition, the tenderer shall advise the Eastern Cape Department of Health representative at least 30 minutes before commencement of a tour of duty of any adverse conditions regarding their personnel and equipment.
- 5.4.10 The following Code of Ethics is applicable to the tenderer and his / her staff and should be read in conjunction with the PSIRA Code of Conduct;  
Code of Ethics for security staff - "In my capacity as a security staff member contracted to monitor, respond, prevent, report and deter crime, I pledge:-
  - 5.4.10.1 To protect life and property, prevent and reduce crime committed against the Eastern Cape Department of Health property, assets and staff, to which I am assigned.
  - 5.4.10.2 Abide by all PSIRA legislation.
  - 5.4.10.3 To carry out my duties with honesty and integrity and to maintain the highest moral principles.
  - 5.4.10.4 To faithfully, diligently and dependably discharge my duties, and to uphold the by-laws, policies and procedures of the Eastern Cape Department of Health and that which protect the rights of others.
  - 5.4.10.5 To discharge my duties truthfully, accurately and prudently without interference of personal feelings, prejudices animosities or friendships to influence my judgments.
  - 5.4.10.6 To report any violations of law or rule or regulation immediately to my supervisors.

- 5.4.10.7 To respect and protect information considered confidential and privileged by my employer or the Eastern Cape Department of Health.
- 5.4.10.8 To cooperate with all recognized and responsible law enforcement agencies within their jurisdiction.
- 5.4.10.9 To accept no compensation, commission, gratuity, or other advantage without the knowledge and consent of my employer.
- 5.4.10.10 To conduct myself professionally at all times, and to perform my duties in a manner that reflects credit upon myself, my employer, the security profession and the Eastern Cape Department of Health.
- 5.4.11 The following basic duties, in comparison to specific grading, serves as a compliance and deployment guideline;
- 5.4.11.1 **Grade C Physical Guarding**
- Guard, protect or patrol premises, goods, buildings, structures, vehicles, equipment or fixed property.
  - Carry out patrol procedures utilizing a patrol monitoring device.
  - Comply with basic safety and fire-fighting requirements.
  - Able to handle dogs if required
  - Complete Occurrence, Note Book entries and written reports.
  - Exercise basic access control duties which include controlling, checking / searching vehicles and persons.
  - Complete documentary requirements relating to such activities.
  - Maintain a high standard of public relations.
  - Assist with the implementation of Emergency Evacuation Procedures.
  - Supervise other Grades.
  - Competent to handle firearms
  - At ALL times treat patients with respect and dignity
- Grade B Physical Guarding: Supervisor**
- Supervisory Duties
  - Including Guarding Duties see list for Grade D

## 5.5 Uniforms / Equipment / COVID-19 Protective Clothing

Equipment : Standard issues with each guard and must be included in the unit price per guard	
A	Two-Way Radio – handheld portable
B	Baton – rubber tonfa
C	Torch – minimum 2 cell
D	Handcuffs
E	Non-lethal device (Pepper Spray)
F	Occurrence Book



<b>Uniforms : Standard issues with each guard and must be included in the unit price per guard</b>	
A	Shirt
B	Pants
C	Belt
D	Socks
E	Appropriate Shoes
F	Jersey / Pullover
G	Beanie
H	Sun Hat / Cap
I	Padded Jacket with Hoody
J	Rain Suit
K	Epaulettes

**NB : This table is not negotiable and awarding service provider MUST adhere to**

<b>COVID-19 Protective Uniforms : It is the responsibility of the Awarded service provider to ensure that all guards placed at the COVID-19 site has the correct protective clothing and must be aware of the various level of infections and the protection requirements</b>	
A	Gloves
B	Spray Bottle / Dispensing Bottle Hand Sanitizer
C	Appropriate Compliant Face Masks for COVID-19 Hospital Sites
D	Face Shield
E	Full Body Suit - Hazmart /PPE-Suite(required in certain areas)
F	Wrap around Disposable Gowns(required in certain areas)
G	Hair nets

## **5.6 MEDICAL SCREENING OF GUARDS**

- The appointed/awarded service provider MUST ensure that all security guards employed for this site(s) is medically screened/tested prior to appointment and or placement at the COVID-19 Site(s).
- No person with underlining illnesses or is vulnerable to sickness are allowed to perform duties at the covid-19 sites that would put their life's at risk.
- Medical screening records too be recorded and kept safe for audit and or investigation purposes.
- The Department of Health does not take any responsibility for any guard placed that had underling illnesses prior to appointment and that was not medically screened and or tested before appointment and or placement at the COVID-19 site.

## **6. CONTROL ROOM**

6.1 The tenderer should have a fully functioning control room, conforming to the following minimum requirements:-

6.1.1 It must be a separate room, office or building, specifically adapted and designed to serve as a dedicated control room for that function only.

6.1.2 In the event that the existing control room malfunctions, the tenderer must be able to reactivate an alternative control room, fully backed up with all data last recorded prior to the event.

- 6.1.3 Operators/Dispatchers must be able to log on/off on workstation with Audit Trail of individual passwords. User to be automatically logged out if workstation is unattended for five minutes.
- 6.1.4 The tenderer must have the ability to remove/add user from the ECDoH Access Control System as per instruction of the Security Management.
- 6.1.5 It must be manned on a 24 hour basis by trained bilingual operators.
- 6.1.6 It must be equipped with:
  - 6.1.6.1 A two-way radio base station, in order to facilitate communication with the various localities and mobile supervisory units.
  - 6.1.6.2 A working telephone system, to facilitate communication with the Eastern Cape Department of Health's representative and Control Room 24 hours per day.
  - 6.1.3.3 An electronic Occurrence Book, for the purpose of recording entries, including irregularities and such reports by the Eastern Cape Department of Health representative to the tenderer.
- 6.2 it would be preferred if the service provider had a Control Room located in Nelson Mandela Bay Metro for the purposes of Law Enforcement Agencies and the Eastern Cape Department of Health: Nelson Mandela Bay Health District officials

## **7. REPORTING OF IRREGULARITIES / INCIDENTS**

- 7.1 An Occurrence / Note Book, where applicable, will be provided by the Company on contract to the Eastern Cape Department of Health. A detailed description of all security related events or findings shall be entered therein by the security officer as soon as possible after the event or finding.
- 7.2 This Occurrence / Note Book will be made available to the Eastern Cape Department of Health's responsible official for control / inspection purposes and may record relevant entries in such Occurrence Book or Note Book as and when required.
- 7.3 All visits to their personnel by supervisors of the Contractor, including the time at which the visit is made and any relevant information shall be recorded at the time in the Occurrence Book / Note Book.
- 7.4 The Contractor, in addition to reports required in terms of above clauses hereof, shall draw to the attention of the Eastern Cape Department of Health Head of Security as soon as practicable possible, any incident, condition or circumstance of importance which requires attention. Such reports should include the Contractor's recommendations.
- 7.5 The recording and overall management of irregularities take place within a framework which has been introduced and is necessary from a control and audit perspective.

## **8. SECURITY SURVEYS**

- 8.1 A security survey is a thorough process involving a physical examination of a locality and its operations in respect of aspects such as human resources, assets, and strategic value. In this process risks are identified which the assets are exposed to, coupled to a review of current security measures that are in place and recommendations made to mitigate liability.
- 8.2 The tenderer must be aware, capable, available at the time and present to ensure certain actions and activities in respect of security surveys take place prior to the installation of burglar alarm systems.
- 8.3 This tender specification will have implications for the entire Eastern Cape Department of Health, requiring a high level coordinated approach in relation to the installation of burglar alarm and related systems.
- 8.4 Security surveys are a mechanism to ensure that whatever protection systems are considered it is properly planned and coordinated in a systematic approach in order to comply with the requirements of this specification.

## 9. PENALTY CLAUSES

- 9.1 The Eastern Cape Department of Health's :Head of Security, or his representative/s, is responsible for routine inspections to the tenderer's areas of deployment in order to ensure an acceptable level of service is rendered in terms of both these specifications and or SOP's.
- 9.2 Irregularities detected through such routine inspections will result in a penalty being levied against the tenderer and such penalty could range from a monetary value to the reduction in work allocated and / or the termination of the service. The penalty furthermore serves as a quality control indicator.
- 9.3 The option of applying a penalty is but one aspect in a series of intervention options which may be implemented, depending on the severity and or continuation of the same irregularity. A penalty application should be regarded as an indicator which requires immediate corrective action to be implemented by the tenderer, failure of which may activate further intervention options. The escalation of action, although designed in a priority format, may be implemented without following the set priority. This action will depend on various factors such as:-
- 9.4. The severity of the irregularity or any action / activity which results in poor service delivery or which are in contravention of the specifications.
- 9.5 The interventions may include one or a combination of a:- Penalty, Removal from specific locality/ area or termination of services.
- 9.6 The submission of invoices for work completed is closely linked to the penalty clause, which requires from the tenderer to deduct the said penalties incurred from such invoice/s before submission to the Eastern Cape Department of Health.

### 10. The following penalty clauses will apply:-

NO	ITEM	PENALTY
1	No baton	R20
2	No torch (also not in working order)	R20
3	No ID card	R50
4	No uniform (the uniform must be complete)	R100
5	No firearm / valid Firearm Authority Permit	100% of rate per shift
6	No pepper spray	100% of rate per shift
7	No handcuffs	100% of rate per shift
8	No two-way radio (radio must be 100% functional)	100% of rate per shift
9	No visit by supervisor per 6 hour period.	R200
10	Late for duty within 3 hours	R200
11	Late for duty beyond 3 hours	Pro rata to rate per shift
12	Reporting off duty prematurely	R500
13	Sleeping / not totally alert	R500
14	Under the influence of alcohol	R500
15	Leave designated area without authority	R500
16	Fail to book out / back from patrol	R50
17	Fail to book on or off duty + signature	R50
18	Compiles / making false occurrence book entry	R100
19	Alter occurrence book or page entries	R100
20	Defaces / remove occurrence book or page	R200
21	Fails to record ID number and grade when booking on duty	R50
22	Fails to comply with standing order requirements not covered by the afore-mentioned clauses	R100
23	Failing to hand/take over	R100
24	Playing games and listening to music on cell phones while doing security duties	R100

## 12. LOCATIONS

COVID-19 Site Hospital / Field Hospital. Within Nelson Mandela Metro Municipality

## Part 6.A - Pricing Schedule – Physical Guarding

SBD 3.1

### 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...SCMU3-20/21-0073-NMM- PROVISION OF SECURITY SERVICES AT REV. DR. ELIZABETH MAMISA CHABULA-NXIWENI COVID-19 FIELD HOSPITAL IN NELSON MANDELA BAY HEALTH DISTRICT FOR A PERIOD OF 6 MONTHS NOT EXCEEDING 31 MARCH 2021  
Closing Time 11:00 Closing Date : **2020-08-18**

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

**-BID PRICE IN RSA CURRENCY -- ALL APPLICABLE TAXES INCLUDED**

**-"NO VAT CHARGES ALLOWED ON NON- VAT ITEMS"**

**- NON VAT VENDORS MAY NOT CHARGE VAT – DELIVERY CHARGES TO BE INCLUDED IN UNIT PRICE**

**NB : USE BLACK INK TO FILL THIS FORM**

- 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

Pricing schedules has various sections. Bidders may select participating sections and or participate on all sections required by Nelson Mandela Bay Health District and Supporting Health Facilities

Pricing system is in accordance with unit rate based prices

Each facility with the consultation of the awarded bidder will select most appropriate product to fit the purpose of required services



## PHYSICAL GUARDING SERVICES

All pricing to be in accordance with PSIRA rates including all related costs per guard.

### COVID-19 FIELD HOSPITAL SITES

#### RATE BASED PRICING PER GUARD

DESCRIPTION		RATE BASED	Unit Price Excluding VAT per guard per month	VAT	Total Unit Price Including VAT per guard per month
GRADE C	DAY	1			
	NIGHT	1			
GRADE B	DAY	1			
	NIGHT	1			

#### ESTIMATE QUANTITY ON A RATE BASED PRICING SCHEDULE

DESCRIPTION		Estimate Quantity of Guards May change	Unit Price per Grade/month	Total Amount per month
GRADE C	DAY	12		
	NIGHT	10		
TOTAL NO OF GUARDS – GRADE C		<b>22</b>		
GRADE B	DAY	2		
	NIGHT	2		
TOTAL NO OF GUARDS – GRADE B		<b>4</b>		
Total Cost Excluding VAT		R		
15% VAT		R		
Total cost per month (Including 15% Vat)		R		
Total Cost for 8 months not exceeding 31 March 2021		R		




**NOTE THE FOLLOWING: PRICE SCHEDULE MUST BE COMPLETED IN FULL AND CORRECTLY. FAILURE TO COMPLETE WILL RESULT IN ELIMINATION.**

.....  
Signature

.....  
Capacity / Position



## DOCUMENT CONTROL SHEET

Revision			
Drafted By	Date: 10/07/2020	Name: S. Carlitz	Signature: 
Recommended Programme Manager	by: Date: 13.07.2020	Name: P. KETSETENANA	Signature: 
Approved Specification Committee	By: Date: 20/07/14	Name: M. S. S. S. S.	Signature: 
Advert Approved By:	Date: 20/07/21	Name: SN Macgowne	Signature: 