



Province of the
EASTERN CAPE
HEALTH

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HEALTH EASTERN CAPE/ NELSON MANDELA ACADEMIC HOSPITAL)

BID NUMBER:	SCMU3-19/20-0131-NMA	CLOSING DATE:	14 OCTOBER 2019	CLOSING TIME:	11:00
BRIEFING SESSION VENUE:	NELSON MANDELA ACADEMIC HOSPITAL, RESOURCE CENTER.	BRIEFING DATE:	03 OCTOBER 2018	BRIEFING TIME :	11:00
DESCRIPTION	SECURITY SERVICES AT NELSON MANDELA ACADEMIC HOSPITAL FOR A PERIOD OF EIGHTEEN MONTHS (18))				

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

NELSON MANDELA ACADEMIC HOSPITAL

SUPPLY CHAIN MANAGEMENT UNIT LEVEL 2

NO 3 SISSONS STREET ,FORTGALE , MTHATHA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	MS NOBUNTU MFENGUZA		
TELEPHONE NUMBER	047 502 4518		
FAX NUMBER	047 502 4968		
E-MAIL ADDRESS	nobuntu.mfenguza@echealth.gov.za		

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FAX NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No

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

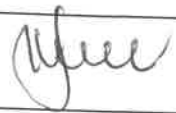
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/>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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.	



DOCUMENT CONTROL SHEET

Drafted By	Date:	Name:	Signature:
Reviewed By	Date: 18/9/2019	Name: T. NOTSHE	Signature: 
Recommended by: Programme Manager	Date:	Name:	Signature:
Approved By: Specification Committee	Date:	Name:	Signature:
Advert Approved By:	Date:	Name:	Signature:

NOTE ! BY SIGNING THE CONTROL SHEET THE MANAGER CONFIRMS TO HAVE READ THE ENTIRE BID DOCUMENT

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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.

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

PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

2.2 **All bids submitted in reply 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 **It is a requirement that original valid CSD report be submitted with the bid.**

2.4 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.

2.5 The bidder must certify that they have 100% of the standard equipment and uniforms for their employees and an additional 5% of buffer stock of equipment and uniform and/or a letter of intent from the supplier/manufacturer.

2.6 Contingency Plan

The successful bidder is required to render an un-interrupted services during:

- Strikes
- Leave and absenteeism
- Unforeseen circumstances

2.7 Recruitment Strategy

100% Local Employment (King Sabata Dalindyebo) and as a Development Programme (a formal letter assuring compliance), attach detailed recruitment plan and recruitment process.

IT IS A REQUIREMENT THAT AT LEAST 100% OF MANAGEMENT, SUPERVISORY AND OF OPERATIONAL STAFF MUST BE PERMANENTLY EMPLOYED BY THE SERVICE PROVIDER FOR THE DURATION OF THE CONTRACT AND HAVE EMPLOYMENT CONTRACTS. THE SUCCESSFUL BIDDER WILL BE EXPECTED TO PROVIDE PROOF IN A FORM OF AUTOMATED PAYROLL TO THIS EFFECT AND THE STATISTICS THEREOFF MUST BE A STANDARD MONTHLY REPORTING ITEM (CERTIFY THAT YOU COMPLY WITH THE PSIRA MINIMUM RATES FOR PAYMENTS TO EMPLOYEES)

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

- 3.1 The closing date and 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 deposited before the closing time and date stipulated above 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 Days after the briefing session will cut off enquiries.

5. COMPULSORY BID BRIEFING/SESSION

The details of the compulsory briefing session are indicated on the cover page of the bid. Bidders will be required to sign the attendance register at the briefing session. Signature of the attendance register will constitute proof of compliance with this condition. Bidders who do not attend or sign the register will be disqualified.

6. CSD REPORT (CURRENT)

The bidder should attach with the bid document a current compliant CSD report

7. PRICING

- 7.1 The bidder must submit details regarding the bid price for the services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid document.
- 7.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX (VAT)** as follows: Price, Vat, Total.
- 7.3 The Annual Gazette related to the Sectoral Determination for Private Security Sector adjustment will be allowed only when the regulatory authority issues the adjustment rates.
- 7.4 Automatic adjustment to the PSIRA rates must be effected based on the new PSIRA rates i.e. with effect from **1st of September every year.**
- 7.5 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 5 – Schedule C

8. 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 D.

9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with current contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

11. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and addresses 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 G.

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;
 - 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 DOH 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.
 - 12.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.
 - 12.2.6 Each party to the Consortium must submit a separate valid **PSIRA** registration certificate, **COIDA** valid letter of good standing and valid **UIF** letter of good standing.
 - 12.2.7 Each party to the Consortium must submit valid Tax Clearance Certificate in the original.

13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorised organisational 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 H

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 Institution 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 I 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 should be submitted together with the bid on the form attached as Part 5- Schedule J.

16. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule K 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 DoH 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 Department.

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 DOH. The DOH 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 The DOH, 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 howsoever 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 DOH.
- 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 DoH 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.
 - 21.1.1 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.
 - 22.1.1 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.
 - 22.1.2 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.
 - 22.1.3 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 DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to:-
 - 23.1.1 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;
 - 23.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

23.1.3 Reject all responses submitted by bidders and to embark on a new bid process.

23.1.4 Cancel the bid if all bids received are below or equal to R500 000.

23.1.5 Award the bid to one or more than one service provider.

23.1.6 All shortlisted bidders will be subjected to screening by National Intelligent Agency (NIA)

PRE - QUALIFICATION

1. The purpose of the Pre-qualification is to determine which bid is compliant and non-compliant with the bid specifications issued by the DOH as part of the bid process.

The following criteria shall apply:

- a. All documentation inclusive of supporting documentation requested in terms of the Bid document requirements must be submitted and signed off where required.
- b. Bidders must have attended the compulsory Bid Briefing & Information Meeting and be recorded as such in the register. It is the bidders' responsibility to ensure that he/she fills in the attendance register
- c. A bidder must submit a valid Company's **PSIRA** (Private Security Industry Regulatory Authority) registration certificate. Only certified copies of this will be accepted.
- d. A bidder must submit a valid **letter of Good Standing** issued by PSIRA.
- e. A bidder must submit a valid **COIDA** (Compensation of Injury on Duty) letter of Good Standing.
- f. The successful bidder will be held responsible for any damage or loss suffered by the Department as a result of the bidders Security Officer's negligence or willful action in the ordinary execution of their duty. As such the bidder is required to provide **proof of Public Liability Insurance** covering such loss.
- g. Bidder must complete and sign SBD 4, 6.1,8 & 9 and the entire document.
- h. A bidder must submit from the department of labour a valid certificate of compliance for Unemployment Insurance Fund (UIF)
- i. Availability of 100% specified uniform warm,cold,and wet weather for the number of security guards specified is mandatory .Proof in the form of stock sheet with buffer stock for available uniform for the required number of security guards should the bidder be successful accompanied by affidavit or letter of agreement from the uniform manufacture for the supply of full uniform as specified indicating quantity and delivery time frame of uniform must be submitted with bid .
- j. Availability of 100% equipment as specified in the equipment list is mandatory . The bidder must submit stock sheet accompanied by affidavit showing all minimum security equipment in their possession inclusive of the one in circulation , but a clear distinction must be made with regard to the one readily available which can be dispatched should the bidder be successful , or a signed letter of confirmation from the recognized security supplier/distributor or manufacture stating the exact equipment items and delivery timeframes in line with the equipment listed in the document

FAILURE TO COMPLY WITH THE ABOVE INFORMATION WILL INVALIDATE YOUR BID

Prospective bidders are required to submit the following documentation to qualify for Administrative Compliance, which forms part as the first stage of the evaluation process;

#	<i>Requirement</i>	Complied		Comment
		YES	NO	
A	CSD Registration Certificate			
B	Invitation to Bid (SBD1) completed and signed			
C	Pricing Schedule (SBD 3.1)			
D	Declaration of Interest (SBD 4)			
E	Preferential Points Claim (SBD 6.1)			
F	Declaration of Past SCM Practices (SBD 8)			
G	Certificate of Independent Bid Determination (SBD 9)			
H	A bidder must submit a valid letter of Good Standing issued by PSIRA.			
I	Compulsory Briefing Session Certificate/Signed Briefing Register			
J	JV agreement (if applicable)			
K	A bidder must submit a valid Company's PSIRA (Private Security Industry Regulatory Authority) registration certificate. Only certified copies of this will be accepted.			
L	A bidder must submit a valid Directors registration PSIRA certificate. Only certified copies of this will be accepted.			
M	A bidder must submit a valid letter of Good Standing issued by PSIRA.			
N	A bidder must submit a valid COIDA (Compensation of Injury on Duty) letter of Good Standing.			
O	Financial standing of the company or Financial approval agreement from the approved financial institution will be used to check the readiness of the company to fulfil the terms of the BID.			
P	Proof of valid Registration with UIF at advert stage as prescribed by the Department of Labour., or Tender letter from Department of Labour, (Submit proof with the bid document or).			
Q	Valid Certificate of Occupational Injuries and Diseases Act (COIDA) if already registered at advert stage, or Tender letter from Department of Labour.			
R	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. As such the bidder is required to provide proof of Public liability Insurance covering such loss.			
S	Availability of 100% specified uniform warm,cold,and wet weather for the number of security guards specified is mandatory .Proof in the form of stock sheet with buffer			

	stock for available uniform for the required number of security guards should the bidder be successful accompanied by affidavit or letter of agreement from the uniform manufacture for the supply of full uniform as specified indicating quantity and delivery time frame of uniform must be submitted with bid			
T	Availability of 100% equipment as specified in the equipment list is mandatory . The bidder must submit stock sheet accompanied by affidavit showing all minimum security equipment in their possession inclusive of the one in circulation , but a clear distinction must be made with regard to the one readily available which can be dispatched should the bidder be successful , or a signed letter of confirmation from the recognized security supplier/distributor or manufacture stating the exact equipment items and delivery timeframes in line with the equipment listed in the document			

k) The Department of Health reserves the right to verify the information requested with the Private Security Industry Regulatory Authority (PSIRA), the registrar of companies (CIPRO) or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not reflect the one provided on the bid document will render the bid null and void. The ECDoH will not be liable for any inaccurate information supplied.

l) Only registered services providers will be considered. The bidder whose registration is in process or has been suspended or withdrawn by PSIRA at the time of submission of the bid documents will be disqualified.

m) To promote Clothing and Textile industry manufactures in the EC , Service providers are encouraged to source Uniform for Security guards from local manufactures based in the EC. The successful service provider will be required to submit proof of purchase from the EC based manufacture or supplier in the form of invoice on submission of their services rendered

2nd

Stage Technical Evaluation

Criteria	Scoring Matrix	Max Score	Evidence Required
Company Experience	2 – 3 years=5 4 – 9 years=7 10 years and=10 above	10	Signed reference letters as indicated in the attached template for referencing.
Experience of the key personnel		30	
Site manager	3-4 years=5 5-6 years=10 >6 years=20	20	CV, client reference letter plus all security qualifications

6 x Supervisors	3-4 years=5 5-6 years=7 >6 years=10	10	CV, client reference letter plus all security qualifications
Quality of the Methodology (understanding) of approach to delivery of security services in a hospital environment and compliance with Specification requirements as per Part 4 of bid document.			
Understanding of Project requirements displayed in the approach to delivery of services.	Basic = 5 Good = 10	10	Security Plan Training Programmes
FINANCIAL			
Financial Capacity	R800 – R1 Million = 10 > R1 Million = 15	15	To attach three months bank statement.
Total			100% (65)
Minimum qualifying score			70% (46)

- A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as a non-responsive bid and will be disqualified.
- Only bidders that obtain 70 points and above will qualify for stage three of the evaluation process, namely, price and BBBEE evaluation.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

3rd Stage: - In loco inspection

The following will comprise of the In Loco Inspection:

The department reserves the right to physically verify contents that are contained in the 2nd stage of technical evaluation.

1. A visit to the main office of the Bidder within the Eastern Cape Province. During this visit the following will be verified:
 - 1.1 An inspection of the proof that there are sufficient uniforms to clothe all guards, inclusive of an inspection of buffer stock, if relevant.
 - 1.2 An inspection of proof that there is sufficient security equipment for all guards, inclusive of buffer stock, if relevant.
 - 1.3 An inspection of traceable security experience with contactable references. This inspection will entail the making available of contracts for security work done and underway.
 - 1.4 An inspection of a list of current active staff i.e. Payroll.
 - 1.5 An inspection of the payroll system in place.
 - 1.6 An inspection of your UIF, PAYE and SDL payments.
 - 1.7 An inspection of random pays lips to confirm minimum PSIRA rates being paid.
 - 1.8 An inspection of the Control Room set up, of the Bidder with particular reference to the following:
 - 1.8.1 It must be ensured that the security officer posted to the Control Room is able to make contact with a response guard force which does not form part of the Facility team e.g. SAPS and Police in order to support them in the event of serious incident.
 - 1.8.2 The Security Control Centre must be in radio contact with security staff on all the sites and with the representative of the employer.
 - 1.9 An inspection of the insurance to cover theft of, or damage to assets of the Department as well as Third Party Liability Insurance.
2. The bidder must ensure that when bidding he/she bids for the whole cluster as per pricing schedule.

PROJECT REFERENCE

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	
Project title:	
Bid No:	
Project title:	
Bid No:	

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)

Project Name:

Project Location:

Security period: Completion date:

Contract Value:

1. 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					
Condition of Control Room					

2. Would you consider/recommend working with this bidder

Yes	No

3. Any other comments:

.....

4. Cell No. E. Office
No.:.....

F. Fax No. G. E-mail:

This signed at on thisday of2011

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

EVALUATION CRITERIA

The bid will be evaluated in terms of the 90/10 point system as stipulated in the Revised Preferential Procurement Regulations, 2011. 90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims. 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 nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE

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

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 DOH or any other authorized authority or person (as the case may be) and shall continue in force for the period of **36** months

2. **FEES AND CHARGES**

- 2.1 The stipulated bid prices shall be reviewed in September of each year according to PSIRA rates.
- 2.2 Annual Gazetted Sectorial Determination for Private Security Sector adjustment will be allowed only when the regulatory authorities issued the rate adjustments.
- 2.3 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment
- 2.4 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.5 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. **GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER**

3.1 The DoH's operational requirements. The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

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

- o Without delay inform the DoH and the appointed DOH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;
- o Co-operate fully with the DoH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.

3.3 Other Service Providers: The Service Provider acknowledges that it may be required to provide the services in conjunction with third party service providers and shall, where requested by the DoH, co-operate fully with such persons.

3.4 Regulations and statutes: The Service Provider shall, in the provision of the services observe and comply with all relevant provisions of all applicable legislation and regulations.

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

3.6 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.

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

3.8 **Service Provider's procedures:** The Service Provider shall, upon receipt of written request from the DOH or its appointed Manager: -

- Provide the DOH with copies of all Service Provider's operating procedures and processes relating to the Services;

4. **HAZARDOUS MATERIALS**

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

5. **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 DOH/Institution and take such remedial action as may be necessary.

6. **ENERGY MANAGEMENT**

The Service Provider 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.

7. **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 Service Provider: -

- o acknowledges that he is fully aware of the terms and conditions of the Act;
- o acknowledges that he/she is an employer in his/her own rights with duties and responsibilities as prescribed in the Act;

- agrees to comply with all rules and regulations implemented by or on behalf of the DoH at the relevant Institution in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the DOH and the service provider will enter into a Service Level Agreement (SLA) stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service Provider shall provide the services during the term of the contract in compliance with the quality and related standards stipulated in the specifications and the service level agreement (if any) contemplated in clause 8 above.

The provisions of General Conditions of the Contract (GCC) document contains the manner in which Service Provider's performance will be measured throughout the term of the contract.

9.2 Compliance.

For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined: -

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

9.3 Records.

Service Provider 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 duration of the contract. Upon termination of the contract such records must be provided to the DoH upon request.

9.4 Measurement of performance

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

9.5 Results of checks, audits and surveys

DoH shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by Service Provider 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 Service Provider can prove otherwise, be binding on the Service Provider and DoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

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

11. LOSS AND DAMAGE

Service Provider 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 Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

12. SUB-SERVICE PROVIDERS

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

PART 3

Bid Strategy

Bid Description: **PROVISION OF SECURITY SERVICES AT NELSON MANDELA ACADEMIC HOSPITAL FOR A PERIOD OF 36 MONTHS**

INTRODUCTION

(a) Background

NELSON MANDELA ACADEMIC HOSPITAL strives to provide high quality medical treatment in a multi-disciplinary medical environment to the South African community in general and the Eastern Cape Province in particular.

(b) Problem Statement

NELSON MANDELA ACADEMIC HOSPITAL incorporates Bedford Orthopedic Centre and Residential Accommodation (Senior Doctors Quarters – Tembuland houses). Hospitals provide residence and treatment to bedridden and some ambulatory patients. The length of stay of patients renders them psychologically and socially vulnerable to substance abuse, which may put staff and other patients at risk. There have also been numerous incidents of theft of state property from the institutions.

Security services is required to ensure a 24 hour safe environment to staff, patients and visitors, provide security to hospital property and assets, as well as access control into the hospital premises.

(c) Overall Objectives

This specification establishes the requirements of the Eastern Cape Department of Health for the appointment of:

Suitably qualified and experienced security service providers on a fixed price contract to provide quality security service to the NELSON MANDELA ACADEMIC HOSPITAL for a period of 36 months.

STAFFING STRATEGY

Bidders are to allow for the following staff provision: -

Managerial and Supervisory Staff Requirements.	Bidders are to allow for the provision of all new Managerial and Supervisory staff <ul style="list-style-type: none">• Area Manager – Grade B• Site Supervisor – Grade C• Supervision – Grade D
General Staff Requirements	Bidders are to allow for the provision of all security staff at all levels. <ul style="list-style-type: none">• Guards – Grade D

Name of Post	Grade B Day Shift	Grade C Day Shift	Grade C Night shift	Grade D day shift	Grade D Night Shift	Total number of Guards
1. Site Manager – Senior Site Supervisor Grade B	1					1
2. Supervisors Grade C (2 Guards will be roving)		3	3			6
3. Level 1 Parking				1	1	2
4. Level2 Maternity				1	1	2
5. Level 2 Peads				1	1	2
6. Level 2 Home affairs				1	1	2
7. Staff Parking				1	1	2
8. Level 3				3	1	4
9. Level 5				1	1	2
10. Parking EX mine workers				1	1	2
11. 11.Motuary				1	1	2
12. Boiler Gate				2	1	3
13. Old Entrance				1	1	2
14. Resource centre				1	1	2
15. X-ray				1	1	2
16. A&E				3	3	6
17. Cochlear Implant				1	1	2
18. Oncology Unit				1	1	2
19. Urology outpatients (Sir Henry Elliot)				1	1	2
20. Finance (Sir Henry Elliot)				1	1	2
Total	1	3	3	23	20	50

Grade D	43
Grade C	6
Grade B	1
Total	50

Bedford Orthopedic Hospital Security Staffing

Name of Post	Grade C Day Shift	Grade C Night shift	Grade D day shift	Grade D Night Shift	Total number of Guards
01. Main Gate			2	2	4
02. OPD			1	1	2
2. High Care unit			1	1	2
3. Spinal			1	1	2
4. Female & Male ward			1	1	2
Doctors Quarters			2	2	4
1. Peads			1	1	2
12. Supervisors GradeC	1	1			2
Total	1	1	9	9	20

Grade D	18
Grade C	2
Total	20

The successful bidder will be required to enter into a written contract with the Department. This contract will contain performance penalties based on clause 11 in Part 2 and service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

Part 4
SPECIFICATION

SPECIFICATION

INDEX

Definitions and Interpretations

Scope of Services

General Security

Safe Keeping & Issuing of Keys

Additional Responsibilities.

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 Any reference to "this Specification" shall be reference to this Security Specification (including the Appendices hereto).
- 1.2 Where any capitalized term is used in this Specification without being defined below, such term shall bear the meaning assigned to such term in Part 2 (Standard Terms and Conditions).
- 1.3 In this Specification the following words and phrases shall have the following meanings unless the context otherwise requires:
 - **"Central Security Point"** means a designated control room established and staffed by the Contractor for the monitoring of the premises at ***NELSON MANDELA ACADEMIC HOSPITAL*** and "Contractor" means the Service Provider performing Security Services or Services related to Security;
 - The Soft Services Manager will be the officer responsible for the security function and to whom the Contractor will report on matters relating to security, at the Hospital;
 - **"Facilities Manager"** means the facilities manager employed or contracted by hospital to manage the facilities management related services at NELSON MANDELA ACADEMIC HOSPITAL and, including such party's delegated authority or persons appointed or designated by the Facilities Manager to perform functions on behalf of the Facilities Manager;
 - **"Help Desk"** means the Help Desk operated at the Hospital;
 - **"In-Patients"** means a patient who requires admission to a ward at NELSON MANDELA ACADEMIC HOSPITAL
 - **"Out-Patient"** means a patient who is not admitted to NELSON MANDELA ACADEMIC HOSPITAL for an overnight stay;
 - NELSON MANDELA ACADEMIC HOSPITAL Security Policies means any or each of the Hospital's Security Policies in place and authorised by the CEO and any other Policies that have an effect on security, as amended from time to time;
 - **"Input Specification"** means the input based definition of the Service obligations of the Contractor, as detailed under the heading Input Specification, Service Levels, Requirements, Criteria in the various tables contained in this Specification;
 - **"Keys"** means actual keys or other mechanisms used to control entry to the various facilities at **NELSON MANDELA ACADEMIC HOSPITAL**
 - **"Output Specification"** means the output based definition of the Service obligations of the Contractor which is identified by being printed in bold italics and as may be detailed under the heading Output Specification in the various tables contained in this Specification;
 - "Security Services" means the services to be provided by the Contractor pursuant to these Specification;
 - "Security Users" means Department and any of the Hospital's employee's contractors, patients and visitors who are users of the Security Service;
 - "Service Standards" means the service levels and criteria set out in this Specification - and the Appendices to these Specification document.
 - "Security personnel" means persons engaged or employed by the Contractor to carry out the Security Services;

2. **SCOPE OF SERVICES**

- 2.1 Contractor shall provide the following services, as part of the Security Services, in accordance with the Service Standards and the provisions of this Specification:
- (a) general security services in accordance with section 3 of this Specification; and
 - (b) Safekeeping and issuing of keys in accordance with Section 4 of this Terms of reference
- 2.2 In addition to the Security Services, the Contractor shall provide all such other services as may be ancillary to or reasonable necessary to provide the Security Services in accordance with the Specification and the Service Standards.
- 2.3 The Contractor shall comply with the Input and Output Specification in the provision of the Security Services. The Output Specification shall, however, take precedence over any Input Specification, it being expressly agreed between that the Input Specification stipulate the minimum requirement to ensure that the Output Specification are adhered to. To the extent that the Input Specification are not adequate to ensure compliance with the Output Specification, the Contractor shall be required, subject to the approval of the CEO, to amend the Input Specification. In such case the Contractor shall amend this Specification in writing to reflect such amendment.

3 **GENERAL SECURITY**

3.1 Contractor's Responsibilities (1)

<i>Output Specification, Service Levels, Requirements, Criteria</i>	<i>Input Specification, Service Levels, Requirements, Criteria</i> In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities
(a) <u>Central Security Point</u> . The Contractor shall ensure a Central Security Point is established and shall ensure that it shall be staffed 24 hours per day and for 7 days per week.	The Contractor shall comply by: <ul style="list-style-type: none"> Establishing the physical structure of a central Security Point (Guard House provided by institutions) Ensuring that grade D's and grade C's, where applicable, (1 per day and 1 per night) security officer is posted at the Control Room at all times. Ensuring that the above-mentioned security officers are competent and fully trained and be able to manage the main access points and control room
(b) <u>Security Presence Elsewhere</u> . The Contractor shall provide a security presence at the areas within the Hospitals as detailed in Appendix 1.	The Contractor shall comply by: <ul style="list-style-type: none"> Ensuring that security officers of a grade commensurate with the duties required will be posted to each area detailed in part 3 of the introduction. Ensuring that the above-mentioned security officers are competent and fully trained in the duties required at which ever post they are posted to.
(c) <u>Security Systems</u> . The Contractor shall ensure that the security systems in place are serviceable and delivering surveillance deterrents and provide a responsive guard force throughout the Hospitals.	The Contractor shall, where applicable, comply by: <ul style="list-style-type: none"> Monitoring the surveillance system and reporting to the Facility Manager any unserviceable equipment. Monitoring the access control system and reporting any unserviceable equipment to the Facility Manager. Ensuring that all the security officers performing duties at the Hospitals are capable of responding to any criminal activity, alarm, unacceptable behavior or are able call for assistance and that they are fully trained to do so.
(d) <u>Monitoring of Premises</u> . The Contractor shall ensure that an area supervisor monitors and responds to the Hospitals 24 hours per day and	The Contractor shall comply by: <ul style="list-style-type: none"> Ensuring that the security officer posted to the Control Room is able to make contact with the area

<i>Output Specification, Service Levels, Requirements, Criteria</i>	Input Specification, Service Levels, Requirements, Criteria In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities								
for 7 days per week when need arises.	<p>supervisor appointed by the company which does not form part of the Hospitals team, in order to support them in the event of a serious incident.</p> <ul style="list-style-type: none"> Testing the response on a monthly basis to ensure efficiency of service. 								
(e) <u>Visible Staffing</u> . The Contractor shall ensure that Security personnel are present at the Hospitals in a high profile and are visible and accessible to Security Users.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Confirming that the required numbers of security officers are provided through a system of reports and physical checks in accordance with the Policies and Procedures. Ensuring that the required numbers of security officers are on duty and at their allocated posts through a system of parades and physical checks. Ensuring that all security officers are dressed uniformly at all times. 								
(f) <u>Additional Guards</u> . The Contractor shall provide additional guards upon request of the CEO to guard In Patients who for whatever reason the Department or the Hospital consider may be at risk or present a risk to others, it being recommended that such additional guards shall be provided and agreed at additional cost.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Having standby resources to provide additional Staff for the provision of ad hoc Security Services to the Security Users. implement to provide such additional guards within the times specified below: <table border="1"> <tr> <td></td><td>Relocation of existing guards on site to emergency areas.</td></tr> <tr> <td>1 to 5 guards</td><td>2 hour's notice</td></tr> <tr> <td>6 to 15 guards</td><td>10 hours notice</td></tr> <tr> <td>16 to 100 guards</td><td>24 hours notice</td></tr> </table>		Relocation of existing guards on site to emergency areas.	1 to 5 guards	2 hour's notice	6 to 15 guards	10 hours notice	16 to 100 guards	24 hours notice
	Relocation of existing guards on site to emergency areas.								
1 to 5 guards	2 hour's notice								
6 to 15 guards	10 hours notice								
16 to 100 guards	24 hours notice								
(g) <u>Ad Hoc Escorts</u> . The Contractor shall provide an ad hoc escort service if requested by or on behalf of the CEO.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that an ad hoc escort service will be provided at the request of the CEO by reallocating existing staff subject to the following sub-clause: A maximum of two security officers may be reallocated from other posts for escort duties at any one time, provided that no access control post will be left unstaffed. 								
(h) <u>Mobile Patrols (Patrolling)</u> . The Contractor shall carry out periodic patrols of the Hospitals as stipulated in the Security Policies and Procedures.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that patrols of the external perimeter are conducted daily and recorded in the Occurrence Book. Ensuring that two (Nelson Mandela, Residential Accommodation, Doctors and Interns Quarters) security officers on quad bikes, patrol areas within perimeter fence and Car Park areas on a continuous basis. Ensuring that critical points inside the premises as identified with the Facility Manager are checked at least six times per day by patrols. 								
(i) <u>Patrols (Communications)</u> . The Contractor shall ensure that all Security Staff carrying out patrols pursuant to paragraph 3.1(h) shall be equipped with a form of communication enabling them to be immediately contactable at all times while carrying out such patrols.	<p>The Contractor shall comply by ensuring that all Security Staff conducting patrols are equipped with two-way radios linked back to a base station at the Control Room.</p>								
(j) <u>Assistance in case of Fire</u> . The Contractor shall ensure that all available Security Staff shall	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that all Security Staff are trained in basic 								

<i>Output Specification, Service Levels, Requirements, Criteria</i>	<i>Input Specification, Service Levels, Requirements, Criteria</i>
attend and provide whatever assistance is necessary to all reports of fire in any areas of the Hospital.	<p>In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities</p> <p>firefighting.</p> <ul style="list-style-type: none"> Ensuring that all Security Staff are trained in the methods of responding to a fire.
(k) <u>Reporting Requirement (General on Standards)</u> . The Contractor shall ensure that the Security Staff shall report by appropriate measures as required by the CEO to provide confirmation that they have carried out the Security Service to the specified frequencies and standards required by this Agreement and as may be required by the Facilities Manager.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that reports are submitted to the Facility manager immediately in the event of security incidents and accidents. Submitting brief accounts of incidents in the various categories to the Facility manager every day. Submitting statistics in the categories mentioned every week and every month.
(l) <u>Access to Hospital</u> . The Contractor shall ensure that only authorized persons (determined in accordance with the relevant Hospital's Security Policies) are admitted to the Hospital.	The Contractor shall comply by performing access control duties in accordance with the Hospital Security Policy and Procedures.
(m) <u>Access and Exit Equipment</u> . The Hospital is required to provide, manage and maintain all necessary access and excess equipment, mechanical or otherwise required for the provision of the Security Service, including but not limited to, swipe card mechanisms and fire alarms.	The provision of an Access Control System has been dealt with in paragraph 3.1(d) and the Contractor shall comply with the remainder of this Output Specification by informing the Facility Manager if any technical problems are encountered with the access control equipment.
(o) <u>Securing of Access Points</u> . The Contractor shall ensure that all access points to all buildings and grounds comprising the Hospital are secured in accordance with the relevant Hospital's Security Policy.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> maintaining procedures based on the Hospitals Security Policy to secure all access points to all buildings and grounds comprising the Hospitals Training all Security Staff in the duties and responsibilities required of them in the above-mentioned procedures. Ensuring that all Security Staff perform their duties in accordance with the procedures mentioned above.
(p) <u>Locking up Procedures</u> . The Contractor shall ensure that locking up procedures adopted by it on the Hospital is carried out as determined by the Facility manager from time to time.	<ul style="list-style-type: none"> The Contractor shall comply by ensuring that Security Staff and Security Users responsible for locking up do so in accordance with the Hospitals Security Policy.
(q) <u>Responding to Alarms</u> . The Contractor shall respond immediately to any alarm activated by any security system or any request for assistance by any Security User anywhere in the Hospital and in any case shall attend within 5 minutes to the reported site of the alarm.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that all Security Staff respond to any request for assistance from a Security User immediately and in any event within 5 minutes and that the responding security officer notifies the Control Room accordingly. Ensuring that all Security Staff notify the Control Room about any audible alarm heard and request permission to identify the problem after which they will follow directions from the Control Room. Ensuring that all Security Staff action any directives from the Control to respond to an alarm immediately and in any event within 5 minutes. Ensuring that the Control Room notifies the senior member of Security on the Hospitals about any alarm activated by any security system immediately and in any event within 15 minutes.
(r) <u>Attending on Incidents</u> . The Contractor shall attend every event or incident which may jeopardize the security of the Hospital, Hospitals	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that immediate action is taken by the closest security officer who shall attend any such incident.

Output Specification, Service Levels, Requirements, Criteria	Input Specification, Service Levels, Requirements, Criteria In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities
patients, visitors, Hospitals Employees and any other person or persons who may be present on the Hospitals and shall attend at any event or incident where such attendance is properly and reasonably requested by the Hospital or their staff, patients, visitors or member of the public or the Facilities Manager.	<ul style="list-style-type: none"> Ensuring that the immediate action is followed by an appropriate response depending on the nature of the incident and the situation as deemed necessary by the Control Room.
(s) <u>Apprehending of Offenders</u> . The Contractor shall ensure that the appropriate trained Security Staff take reasonable action to apprehend, restrain and/or detain or take such other reasonable action as is appropriate in respect of any person who is in the act or is about to commit an offence of any type or disruption or disturbance and such Staff shall use a minimum degree of force with due regard to their own safety.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Ensuring that all Security Staff are trained in the legal aspects related to apprehending, restraining or detaining any person. Ensuring that all security personnel are aware of the requirements to use minimum force and its legal interpretation. Ensuring that apprehending, restraining or detaining any person will only be authorized by a shift supervisor or manager unless the subject person or other persons or property are in immediate danger.
(t) <u>Liaison with External Agencies</u> . The Contractor shall liaise on a regular basis with external agencies including, but not limited to the police and the fire services as part of its response to any incident in relation to which Security Staff are or may be involved.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Attending monthly meetings with the Emergency Services and SAPS in accordance with paragraph 3.1(v) to agree on the most efficient systems of response by them. Discussing and analyzing any incidents to which the Emergency Services or SAPS have responded with them, thereby constantly improving the efficiency of such response. Providing the minutes of such meetings to the Facility Manager.
(u) <u>Intervention of Police</u> . The Contractor shall ensure that Security Staff use their discretion to decide, acting reasonably, whether a particular security incident requires (unless Nelson Mandela Academic Hospital security regulations dictates otherwise) the intervention of the police and call the police immediately if such intervention is required.	<p>The Contractor shall comply by ensuring that Security Staff use their discretion to decide, acting reasonably, whether or not to call the Police (OR comply with NELSON MANDELA ACADEMIC HOSPITAL regulations where the situation dictates)</p>
(v) <u>Liaison with the Police</u> . The Contractor shall in conjunction with the Facility Manager develop a protocol for liaison and contact with the police in respect of security incidents.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Identifying the appropriate police channels through and with which liaison with the police should take place. Ensuring that both crime prevention and specific incidents are discussed during liaison meetings. Fostering a professional and interactive relationship with the police.
(x) <u>Staffing</u> . The Contractor shall provide sufficient trained Security Staff at all times to ensure that it meets obligations under the Specification.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> Providing the required number of Security Staff trained to the appropriate grade according to the requirements contained in this Specification as amended from time to time. ensuring that security officers work on a roster system that conforms to the Security Officers' Sectorial Determination and still meets the requirements of this Specification. ensuring that all Security Staff are trained in the

Output Specification, Service Levels, Requirements, Criteria	Input Specification, Service Levels, Requirements, Criteria
	In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities specific requirements of the Hospital
(y) <u>Reporting (Incidents)</u> . The Contractor shall instigate and maintain systems and procedures to report record and collate all security incidents (including but not limited to criminal offences) fully and accurately and such reports shall be provided to the Facility manager on a daily basis.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> • Ensuring that all Security Officers report all security incidents and accidents to the Central Security Point immediately and record them in their pocket books. • Ensuring that the Central Security Point maintains an Occurrence Book (OB) in which all events and responses related to security incidents and accidents are recorded in chronological order as they occur. • Compiling a Security Incident Report Form (SIRF) as the case may be, in respect of each security incident or accident and submitting them to the Facility manager within 24 hours. • Collating all security incidents and accident reports statistically and submitting those statistics to the Facilities Manager on a weekly and monthly basis.

4 **SAFEKEEPING AND ISSUING OF KEYS**

The Contractor shall:

- (a) Provide a system for the safekeeping and issuing of Keys for wards, departments on call rooms.
- (b) Hold and keep safe such Keys as detailed to the Contractor in writing by the Facility manager.
- (c) Only issue Keys to those authorized Hospital Employees as introduced to the Contractor by the Facility Manager from time to time. The Facility manager shall provide the Contractor with Specimen Signatures for all authorized Hospital Employees.
- (d) Keep a written record of the following:
 - (i) The person to whom the key was issued.
 - (ii) The date and time of issue.
 - (iii) the signature of the authorized person signing out the Key, and
 - (iv) The date and time the Key was returned.
- (v) **Lost keys must be reported to Facility manager**
- (e) Make the written records as set out in paragraph 4.1(d) available to the Facility manager upon request at any time.

For the avoidance of doubt the provisions of this paragraph 4 shall not apply to Keys for the Pharmacy and cashiers.

5 **ADDITIONAL RESPONSIBILITIES**

Staffing and Administration

(a) Security Staff shall be present and visible in and around the hospital.	The Contractor shall comply by ensuring that the required numbers of security officers are present at the Hospital and dressed uniformly.
(b) Security Staff shall follow appropriate action	The Contractor shall comply by ensuring that:

and reporting procedures with regard to observed or identified incidents of vehicle theft, theft from vehicles, damage, vandalism or suspected intruders on the Hospital's premises.	<ul style="list-style-type: none"> • Its Security Staff control vehicle access and egress. • A system countering vehicle theft is introduced. • The car parks (staff, visitors and residents) are monitored by guard patrols. • Its Security Staff investigate and take appropriate action when an incident concerning a vehicle is reported.
(c) All security resources, security contacts and Security Staff details are made available to the Hospital (through the CEO) and have been widely communicated in order that the Hospital's Employees who require an immediate response or assistance for security purposes are aware who to contact.	<ul style="list-style-type: none"> • In addition to paragraph 3.1(ii) the Contractor shall comply by ensuring that all information that Security Users may require to enable such users to contact Security in the event of an emergency or an incident will be posted on the staff bulletin boards.
(d) Details of all incidents are recorded on incident report forms and delivered to the CEO or his deputies daily.	The Contractor shall comply by following the requirements of paragraph 3.1(y) above.
(e) Security Staff shall observe the Hospital's approved protocol for contact and liaison with the police.	The Contractor shall comply by following the requirements of paragraph 3.1(v) above.

Site Security

(a) All security systems, C.C.T.V., alarms and digital door lock controls are monitored and responded to as appropriate for the Security Service.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> • Ensuring that facilities are installed in the Central Security Point to monitor all security systems, C.C.T.V., alarms and digital door locks (where applicable). • Monitoring all the above-mentioned systems in the Central Security Point. • Providing the appropriate response in terms of paragraph 3.1(q).
(b) All access points are routinely patrolled and monitored to ensure security.	<p>In addition to following the contents of paragraph 3.1(mm) the contractor shall where applicable comply by:</p> <ul style="list-style-type: none"> • Ensuring that the CCTV system monitors all access points. • Ensuring that all access points are continuously monitored from the Central Security Point according to the Monitoring Schedule.
(c) All keys to designated areas are held in secure facilities.	<p>The Contractor shall comply by:</p> <ul style="list-style-type: none"> • Issuing keys to responsible departments or contractors at the Hospital as may be advised by the Facilities Manager from time to time. • Holding keys under Security control in a locked facility and issuing them as required.
(d) Identification passes are issued for all Hospital Employees and Project Company Staff against valid authorization.	In addition to following the contents of paragraph 3.1(NN) the Contractor shall comply by establishing the levels at which identification passes may be authorized.
(e) Identification passes are retrieved from all Hospital Employees and Project Company staff whose employment is terminated.	The Contractor shall comply by following the contents of paragraph 3.1(OO).
(f) Strict control is exercised in the issue and recording of keys.	The Contractor shall comply by following the contents of Paragraph 5.2(c) above.
(g) Security Staff to respond within five minutes	The Contractor shall comply by following the

to ad hoc requests from Hospital staff who feels threatened by any person on the Hospital premises.	contents of paragraph 3.1(PP).
(h) An ad hoc security escort service is provided upon an authorized request from the Hospital Employees within a reasonable time of such request.	<p>In addition to paragraphs 3.1(h) and 3.1(QQ) the Contractor shall comply by:</p> <ul style="list-style-type: none"> • Establishing the authorizing persons for the Hospital and obtaining specimen signatures. • Implement the procedure to be followed by the Hospital in requesting an ad hoc security escort.
(i) Suitable and appropriate records have been developed and utilized to ensure that all security control points are attended by Security Staff within scheduled time parameters.	<p>In addition to following the contents of paragraphs 3.1(x) and 3.1(RR) the Contractor shall comply by:</p> <ul style="list-style-type: none"> • Guard tracking points must be installed and guard tracking reports must be submitted on a weekly basis by the contractor to the hospital.

Responsibilities contained in Appendices. The Contractor shall comply with the responsibilities and obligations and shall comply with the procedures and rosters detailed in the various Appendices. It is expressly recorded that nothing contained in the appendices shall limit the responsibilities of the Contractor as detailed in the Output Specification.

Responsibilities contained in Procedures. The Contractor shall comply with the duties, responsibilities and obligations contained in the Hospital Security Policies and Procedures as issued against signature and as amended from time to time. It is expressly recorded that nothing contained in those procedures shall limit the responsibilities of the Contractor as detailed in the Output Specification.

Building Management System (BMS) – where applicable

(a) Training

- (i) The Contractor shall comply with this requirement by making all security officers that will operate in the Central Security Point and the Contract Security Manager available for training on the use of the BMS.
- (ii) Such training shall be undertaken at the Contractor's expense.
- (iii) If the Contractor's staff are replaced during the currency of this Agreement the Contractor shall ensure that replacement Staff are trained on the use of the BMS and the Contractor shall be liable for the cost of such training.

(b) Contractor Responsibilities relating to BMS.

The Contractor shall monitor the BMS 24 hours a day for the duration of the contract and shall report any alarms as per the agreed to procedures which may be amended from time to time.

6. ELECTRONIC GUARD TRACKING SYSTEM FOR ROAMING GUARDS

The contractor must provide suitable HEAVY DUTY INDUSTRY STANDARD ELECTRONIC GUARD TRACKING SYSTEM.

Thirty (30) female units needs to be installed on a pre-determined route and visiting point schedule, Twenty (32) handheld prongs needs to be provided to be issued to roaming guards.

The thirty (30) RFID tags will be installed in a pre-determined position as determined by the facilities manager spread over all sites by the service provider. Every roaming guard will be supplied with a baton (loaded with the guards ID from his/her personal RFID card or tag).

Data from the baton must be downloaded at the end of every shift onto a computer, software and printer setup that is to be supplied under this contract. Once a month a standard report of this data must be submitted to the Facilities Manager. The service provider can also be requested to prepare and submit ad hoc reports. Data must also be backed up on a compact disc on a monthly basis and submitted to the Facilities Manager.

7. HANDHELD AUDIBLE METAL DETECTORS

The contractor must provide suitable handheld metal detectors to staffed station at all hospitals and office complexes where gun safes are installed. This will be used to scan visitors for the presence of fire arms which must be dealt with as described elsewhere in this document.

The unit will be battery powered and be of a sturdy construction. It will comply with the requirements of accepted industry standards. Six (6) units are required for this contract.

Part 4 (b)

1. SCOPE OF WORK

This section forms an integral part of the Project Specification. The purpose of this section is to provide prospective bidders with more information on the nature and extent of the Contract for bid purposes. It is not the intention of this Section to provide a full description of all tasks, functions and requirements and any omissions or ambiguities in this section shall not relieve the Contractor of any of his/her obligations under the Contract. Where minimum requirements are expressly specified in this section, such requirements shall however be binding to the Contractor.

1.1 Service Categories

Services may generally be divided into the following categories:

- Access control at vehicular gates/security car parks.
- Access control at doors.
- Processing (searching) of passengers.
- Searching of designated areas.
- Patrol services.
- Control of vehicle traffic.
- Guard services
- Development of access cards/stickers

Specific functions at each individual site will depend on local circumstances. Basic functions are described in the following paragraphs.

ACCESS CONTROL AT VEHICLE GATES/SECURITY CAR PARKS

Tasks

- Ensure that the control point is neat and tidy during shift changes.
- Inspect and test all facilities and equipment and report any defects to the security manager.
- Keep a list of all vehicles issued with permit cards.
- Ensure that all vehicles visiting the institution that are not permit card holders (visitors, delivery of goods and services etc) are recorded on a daily log, indicating name of driver, vehicle registration number, time in, time out, reason for visit.
- Security staff shall be conversant with normal procedures and permits required to enter the point.
- Stop any vehicle and ensure that it displays valid permit.
- Ensure that the driver and passengers are in the possession of valid permits.
- Be polite towards all persons at all times but do not deviate from fixed procedures.
- Work speedily without causing unnecessary delays.
- Perform random searches on vehicles as specified in the Company (Contractor) operations procedures.
- In the event of any doubt or suspicion, contact the Shift Commander.
- Open the gate and allow the vehicle through if all requirements have been met.
- Report any irregularity noticed at the gate, in writing.
- Assist the driver to enter or exit car park.

Minimum Security Equipment required

- Baton
- Whistle
- Torch
- Searching Stick (to search handbags)
- Handcuffs (with key)

- Two-way Radio (with charger)
- Metal Detector (X-Ray)
- Pepper Spray
- Extended Eye-Mirror
- Fire-arm (optional)

Registers

- Occurrence Book
- Pocket Book
- Pens: Black & Red
- Key Control register
- Visitors' register
- Vehicle: Staff/Government Employees'
- Vehicle (Delivery/Collection) register
- Patrol Sheet
- Asset register
- Incident Reporting Sheet
- Pass-out (ICT/Electronics)
- Site Procedure Manual/ standing orders

ECDoH Recommended Security Personnel Grades on Physical Guarding

Grade: B – site supervisors

Grade: C - (supervision)

Grade: D - (guarding)

Uniform and Identification Cards

- Clothing items
- Shirts
- Pair of trousers/ skirts
- Safety shoes
- Socks
- Uniform hats/berets
- Jerseys
- Bomber jackets/blazers
- Rain suits
- PSIRA identification cards

ACCESS CONTROL AT DOORS OR AT GATES WHERE PEDESTRIANS ARE ALLOWED THROUGH

Tasks

- Ensure that the control point is neat and tidy during shift changes and at all other times.
- Inspect and test all facilities and equipment and report any defects to the security manager.
- Security staff shall be conversant with normal procedures and permits required to enter **and or exit the** point.
- Ensure that all persons entering the door are in the possession of a valid permit and that it is clearly displayed.
- Be polite towards all persons at all times but do not deviate from fixed procedures.
- Perform searches on handbags and people as specified in the Company procedures manual.
- In the event of any doubt or suspicion, contact the Shift Commander.
- If metal detectors or X-ray machines are in operation at the doors, follow the procedures as described in the Company procedures manuals.
- Report any irregularity noticed at the door or gate in writing.
- Make sure gates and doors are locked at all times when not in service.
- Ensure all safety instructions are adhered to at all times.

PATROL SERVICES

Patrol of Sites after Hours

Tasks

- Inspect the **government** vehicles when leaving Facility premises and note any problems.
- Complete logbook before and after patrol.
- Complete the patrol and perform all duties as specified in the Company procedures manual including inspection of the sites, confronting of all suspicious persons and investigation of suspicious objects, checking of permits, etc.
- Report all incidents by Radio to the Shift Commander and subsequently in writing.

Minimum Equipment required

- An appropriate vehicle always available for rapid reaction.
- Flashlights.
- Radio communication with Shift Commander.

Reaction Force

Tasks

Reaction force must be well armed to:

- Assist the guards on duty requesting assistance within 10 minutes. Inspect all weapons and ammunition and accept responsibility in writing.
- Ready to react immediately.

Minimum Equipment Required

- Dedicated vehicle for patrol services and rapid reaction.
- Flashlights.
- Radio communication with Shift Commander.

GUARD SERVICES

- This service relates to the guarding of assets in accordance with standard practices and procedures in the security industry.
- All accommodation, facilities and services supplied to the Contractor by the Employer shall be operated and maintained by the Contractor to the satisfaction of the Employer. The tendered price shall include for such services and no extra payment will be made to this effect unless specifically allowed for in the Schedule of Quantities.

Restrictions on the Erection of Structures

- **The erection, installation** or alteration by the **Contractor** of any structures including movable temporary office accommodation units which the Contractor may wish to erect

for administrative and supervisory purposes and equipment in or on the site in terms of this contract shall be subject to the prior written approval of the Employer. No domestic housing facilities will be allowed on site.

- The Employer shall not be liable for any loss or damage to equipment supplied by the Contractor due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Contractor at his/her own cost.

General requirements with regard to Personnel upon signing a contract

- The Contractor undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Employer may approve in writing. The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract of any security measures, which the Employer may from time to time prescribe.
- If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer; and
- Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all available information upon request.
- The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area and the Employer shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.
- The security staff employed by the Contractor at the various sites shall satisfy the following conditions:
 - Site Supervisors shall be trained to at least for a minimum of Grade C Security Grade.
 - Supervisors shall be trained to at least for a minimum of Grade D Security Grade.
 - Site Supervisors/Supervisors shall have a good grounding in their post descriptions and duties.
 - Site Supervisors/Supervisors shall at all times be capable of leading/controlling and supervising their subordinates.
 - Site Supervisors/Supervisors shall be able to communicate, read and write.

Security Guards

- Security guards shall be trained to at least for a minimum of Grade Security Grade
- Security guards shall be able to communicate, read and write.
- Security guards may not be younger than 18 years of age.

Supervisors and Security Guards

- Supervisors and security guards shall have undergone and passed formal security training approved by PSIRA.
- At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- Supervisors and security guards shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- Supervisors and security guards shall be physically healthy and medically fit for the execution of their duties.
- Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001
- Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Employer.
- Supervisors and security guards are prohibited from reading office documents or rummaging through records.
- No information concerning Employers activities may be furnished to the public or news media by the Contractor or his employees.
- The Employer reserves the right to ascertain from the S.A. Police Services whether security staff in his/her service possesses clearances, and to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security staff are registered with PSIRA.

General Requirements

- The bidder must provide 24 hour services.
- At his Headquarters, proper staff files of all security staff in his service that is employed for service shall be kept up to date by the Contractor and be available for inspections by the Employer. The appropriate documents shall include inter-alia: Scholastic, registration and security clearances.
- The Contractor shall implement an approved control system such as a clock card to provide physical evidence of the presence of all employees on site at all times. Data sheets shall be supplied to the representative at his request and shall be submitted with payment certificates.
- All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- Employees shall not work for more than 12-hour shifts.
- The Contractor shall at all times provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- Bidders shall include schematic diagrams of their command and control structure in their tenders.
- The Contractor shall have detail procedures manuals for all security functions available on site at all times. Procedures manuals shall be submitted for the approval of the Employer at the start of the Contract. Approval of the manuals will not relieve the Contractor from any of his obligations under the Contract. Should the Employer discover any deficiencies in the Procedures Manuals subsequent to his approval of such Manuals, he may order the Contractor to amend the Manuals to his satisfaction at the cost of the Contractor.
- The bidder must establish communication linkage with the police.
- Check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.

Training of Personnel

- The Contractor shall provide the necessary training programs including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the Specification and to the satisfaction of the Employer.
- **Upon signing of Service Level Agreement, the Contractor shall submit full particulars, including proof of training; of the pool of all security personnel that he/she intends employing on site.**
- The Contractor is responsible for the training of his staff at the centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the FACILITY MANAGER.
- Should any employee of the Contractor not perform his duties to the satisfaction of the Employer, the Employer may require the employee to undergo such training as the Employer may direct. The Contractor shall forthwith remove such Employee from the site replace him/her with an alternative competent staff member and provide such training to the employee at no extra cost to the Employer. Should the Employer still not be satisfied with the performance of the Employee, the Employer may order the Contractor to withdraw the employee from the site?
- The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the Specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

Supply and Maintenance of Equipment

- All other equipment including hand held metal detectors, extend-eye mirrors, radios and other communication equipment, vehicles, arms and ammunition and any other equipment necessary to execute this contract in accordance with the Specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer and in accordance with the requirements of the National Key Points and strategic Installations Bill, 2007 where applicable.

Security Control Room

- The Contractor shall provide a fully equipped and furnished security control centre.
- The security control centre shall be in radio contact with security staff on all the sites and with the Representative of the Employer.
- The control Centre shall be staffed at all times unless otherwise agreed with the Employer.

REGISTERS

Occurrence Book

- The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the centre.
- The Contractor's security staff on duty shall make the following entries in the occurrence book: all listed routine procedures such as patrols undertaken, handing over of shifts, etc, mentioning the procedures followed, by whom and the time of commencement. These entries shall be made clearly legible, in blue/black ink.
- All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.
- All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- The issue and/or receipt of keys, specifying the time and by whom they were received or delivered.
- The unlocking or locking of doors or gates, specifying the time and by whom locked or unlocked.
- The handing over of shifts, mentioning all names of all shift staff and accompanying

equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.

- After the taking over of shifts, the first level supervisor shall make an entry declaring that he has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.
- All visits by second level supervisors and top management.
- These entries shall be done in red ink.
- **Note:** Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.
- The Contractor shall store the completed (full) Occurrence Books until the end of the contract (for a period of at least thirty six months.)
- Admission Control Registers/Forms (Where applicable)
- The purpose of the admission control forms is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case an occurrence, or occurrences, should take place which might lead to a judicial enquiry.

Pedestrian Register /Admission Control Forms (Where applicable)

- This register/forms shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:
 - Date and time of visit.
 - Admission and exit times of the visitor to and from the site.
 - Surname and initials of the visitor.
 - Home or work address of the visitor.
 - Official Identity/Passport Number of visitor.
 - Name of person to be visited.
 - Purpose of visit.
 - Brand, centre and number of firearm in visitor's possession (if any).
 - Signature of the visitor.

Vehicle Register /Forms (Where applicable)

- This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:
 - Date of visit.
 - Admission and exit time of visitor/vehicle to and from the site.
 - Surname and initials of driver.
 - Home or work address of the driver.
 - Registration number of the vehicle.
 - Name of person to be visited.
 - Purpose of visit.
 - Number of passengers.
 - Brand, centre and number of firearm(s) in the vehicle (if any).
 - Signature of driver.

Prescribed Register /Forms

- The purpose of the prescribed register/forms is to execute effective checking and control at the centre in respect of Government property.
- The completion and keeping of a prescribed register/form at a site may be required from the Contractor by the Sub-directorate of Security Administration.

Storage of Pedestrian and Vehicle Register Forms

- The Contractor shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the employer for archiving.

Notebook

- The purpose of the notebook is to note down all incidents occurring or observations made by a security person during a turn of duty, for later reference.
- During their turns of duty all security staff shall wear a notebook on their persons.
- The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following:
 - Reporting on and off duty.
 - Time of occurrence or event.
 - Extent of occurrence or event.
 - Relevant occurrence book number with due allowance for paragraph below.
 - Follow up actions taken in respect of occurrence or event.
 - All relevant information noted down in notebook shall immediately or directly after return from a patrol, be copied into the occurrence book.
 - The Contractor shall store the completed (full) notebooks for a period of twelve months.

Duty List

- The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.
- Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Contractor and kept in the security control office of each Centre where such service is rendered.
- Any change to the duty list shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

Duty Sheet

- The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in this agreement.
- The Contractor shall have available at the centre a fully expounded duty sheet per duty point.

Patrol Services

- A fully equipped vehicle for patrol services and quick response shall be available at all times. All trips shall be logged with full particulars to the satisfaction of the Employer. The logbook shall be available for inspection by the Representative at all times.

Rotation of Security personnel

- The security company is expected to rotate the guards quarterly from place of allocation.

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 Provincial Government, the DOH or any other authorized authority or person (as the case may be) and shall continue in force for the period of **18** months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 The stipulated bid prices shall be reviewed in September of each year according to PSIRA rates.
- 2.2 Annual Gazetted Sectorial Determination for Private Security Sector adjustment will be allowed only when the regulatory authorities issued the rate adjustments.
- 2.3 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment
- 2.4 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.5 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

**Part 5 – Schedule A
Government Procurement
General Conditions of Contract
Annexure A**

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 are 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.

Part 5 – Schedule E (ii)

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Part 5 – Schedule E (ii)

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 or 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.
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be

3. General

liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract documents and information; inspection.

- 5.2 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 check
- 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 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

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. 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 thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due the supplier.
28. **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.

PracNote-Annexure A-GCC

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.....
Closing Time 11:00	Closing date.....

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO. (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

***Delete if not applicable SBD 3.3**

Part 5 - Schedule C
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:BID NO.:

CLOSING TIME 11:00 ON

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

NB: USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

LEGEND TO PRICING SCHEDULE

NMAH = Nelson Mandela Academic Hospital
 BOH = Bedford Orthopedic Hospital
 Res = Residential Accommodation
 SI = Shared Infrastructure
 NMAH = NELSON MANDELA ACADEMIC HOSPITAL

PRICING SCHEDULE

Description		No. of Guards	Unit price per grade /month	Total Amount per month
Grade B	Day	1	R	R
Grade C	Day	4	R	R
	Night	4	R	
Grad D	Day	32	R	R
	Night	29	R	
Total Direct Cost		R		
Overhead Cost		R		
Total cost per month (Direct excluding vat)		R		
VAT 15%		R		
Total cost per month (Direct Including vat)		R		
Total Cost for 36 months (Direct & overhead cost including vat)		R		

Signature of authorized member of bid company

Name (Print)

Date:

PLEASE USE ATTACHED SPREAD SHEET FOR FULL PRICING

Appendix 2

1. VARIABLE COST (Not to be added to the total bid price)

Number	Description	Price (Inclusive)
1	Armed response intervention costed at an hourly rate	

Period required for commencement with project after acceptance of
bid.....

Are the rates quoted firm for the full period of contract?

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

SIGNATURE

DATE

CAPACITY

Part 5 – Schedule D
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.2 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.3 Company Registration Number:
 - 2.4 Tax Reference Number:
 - 2.5 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
 - ¹"State" means –
 - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;

¹ State" means –

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Any other particulars:

.....

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

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

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

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

.....

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

2.8.1 If so, furnish particulars:

.....

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

2.9.1If so, furnish particulars.

.....

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

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 Reference Number	Tax Number	State Number	Employee / Persal

4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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 <i>audialterampartem</i> 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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	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

Js365bW

Part 5 – Schedule E (ii)

Certificate of Independent Bid Determination

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ 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 consortium³ 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.
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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Part 5 – Schedule F
Qualifications and Experience

The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated 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.

<input type="checkbox"/>	I/We hereby consent to the above
<input type="checkbox"/>	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 bid.

Signature

Date

Witness

Signature

PARTNERSHIP /JOINT VENTURE /CLOSED CORPORATION /COMPANY /SOLE PROPRIETOR
(Delete which is not applicable)

PARTICULARS OF THE BUSINESS

Business Name :

Trading Name :

SIRA Reg. No. :

CK 1. No. :

CK 2. No. :

VAT Reg. No. :

UIF No. :

Workman's Compensation No.:

Directorship

Name	Identity No.	SIRA No.	Gender	%

No. of personnel registered under the company's name

GR A	GR B	GR C	GR D	GR E	TOTAL

Company's Fixed telephone Line :

Company's Fixed Fax Line :

Mobile Phone :

Street Addresses of the registered offices

Head Office :

.....

.....

E-Mail :

Branches :

1.....

2.....

3.....

4.....

Postal Address of the Head Office

.....

.....

.....

.....

.....
SIGNATURE OF (ON BEHALF OF) TENDERER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK

1. Equipment

Type	Quantity	Good	Fair	Poor	Comments
Control Room					
Base Radio					
Radios					
Computers					
Telephones					
Fax machine					
Fire Arms					
Uniform					
Torches					
Batons					

2. Vehicles

Type	Capacity	Registration No

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

- The name of the person who shall manage the Services:

- Detail such person's qualifications and experience below :

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule G
Organisation 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.

Part 5 – Schedule H
Organisational structure

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 single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1. _____
2. _____

Part 5 – Schedule I
Details of Supplier's office

1. Physical address of supplier's office

- 1 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 5 – Schedule J
Financial Particulars

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 and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	<p><u>FINANCIAL POSITION OF BIDDER</u></p> <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 DOH 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>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 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
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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) Status level certificate issued by an authorized body or person; B-BBEE
 - 2) Affidavit as prescribed by the B-BBEE Codes of Good Practice; A sworn
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (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

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

or

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

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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
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		
OR		
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

.....

.....