



Province of the
EASTERN CAPE
HEALTH

PART A
INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-23/24-0794-HO	CLOSING DATE:	17 MAY 2024	CLOSING TIME:	11H00
COMPULSORY BID BRIEFING:	VENUE: LILITHA COLLEGE OF NURSING -EL CENTRAL OFFICES	BID BRIEFING DATE	26 APRIL 2024	BRIEFING TIME:	11H00
DESCRIPTION	Appointment of service providers for the provision of Security Services at Lilitha College of Nursing Central Offices, EL Campus, and EL Sub-Campuses Hospital facilities, in the Eastern Cape Department of Health for a period of 36 months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT					
DEPARTMENT OF HEALTH					
GROUND FLOOR, GLOBAL LIFE BUILDING					
BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NOLUVUYO NDABULA		CONTACT PERSON	MR L.LUSITI	
TELEPHONE NUMBER	067 429 0896		TELEPHONE NUMBER	060 544 6305	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Noluvuyo.ndabula@echealth.gov.za		E-MAIL ADDRESS	Luvuyo.lusiti@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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.					

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:




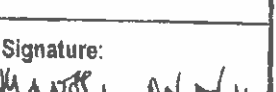

Revision			
Drafted By	Date: 9/04/2024	Name: Ms N.Ndabula	Signature: 
Recommended By Programme Manager	Date: 10/04/2024	Name: Ms N. Makinana	Signature: 
Reviewed By	Date: 10/04/2024	Name: Mr P. Mtheleli	Signature: 
Approved Specification Committee By:	Date: 10/04/2024	Name: Mr M. Njajula	Signature: 
Advert Approved By:	Date: 10/04/2024	Name: Ms C. Mjijima	Signature: 

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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 acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ 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

Special 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 (SBD 1) 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 and signed where required.**

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

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

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

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

3.4 All bids must be received before the closing time and date stipulated below and must be posted to or deposited in the bid box at the address detailed below & on the cover page of this invitation to bid. Bids must be delivered to the address below on or before **11.00 hours on the 17 May 2024.**

**Address: Supply Chain Management
Department of Health
Ground Floor, Global Life
Bisho, 5605**

4. ENQUIRIES

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

5. COMPULSORY BID BRIEFING

A Compulsory bid briefing session will be held at Lilitha College of Nursing, East London Central Offices on the 26th April 2024 at 11:00 hours. Bidders will be required to sign the attendance register at the briefing session. **Bidders who failed to attend and did not sign the attendance register as proof of attendance will be disqualified. Only Company Director / Senior Managers must attend the briefing session.**

5.1 Questions and Answers process

ECDOH will receive questions sent by Bidders by email to be directed to this email address: **noluvuyo.ndabula@echealth.gov.za** ECDOH will in return respond within 7 working days to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses

6. PRICING

6.1 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 documents.

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C

7. DECLARATION OF INTEREST

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

8. 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 address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

9. CONSORTIUM / JOINT VENTURE

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

9.2 A bid in response to this invitation to bid by a consortium shall comply with the following

9.2.1 It shall be signed so as to be legally binding on all consortium members;

9.2.2 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;

- 9.2.3 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;
- 9.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 9.2.5 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.

10. ORGANISATIONAL PRINCIPLES

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

11. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

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

12. 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.

13. 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.

14. 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.

15. ACCEPTANCE OF BIDS

The State, 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 State even if it implies a waiver by the State, the DoH, of certain requirements which the State, the DoH, considers to be of minor importance and not complied with by the bidder.

16. NO RIGHTS OR CLAIMS

16.1 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.

16.2 Neither 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.

17. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

17.1 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" basis with the approval of the DoH.

17.2 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.

18. ACCURACY OF INFORMATION

18.1 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.

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

19. COMPETITION

19.1 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.

19.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

19.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.

19.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

20. RESERVATION OF RIGHTS

20.1 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: -

20.1.1 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;

20.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

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

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

20.2 All shortlisted bidders will be subjected to screening by State Security Agency (SSA)

20.3 It is recommended that the successful bidder employ the Security Guards that are PSIRA registered within the sub-district.

21. REQUIREMENTS

21.1 The department will require verifying registration status of the entity with PSIRA; in that regard the bidders must consent to the department to request the information as per attached form Annexures Part- Schedule 5.

21.2 Previous performance of the bidder will be considered in the evaluation of the bid.

21.3 Financial standing of the bidder will be considered for risk analysis and bidders are required to submit documentary proof to demonstrate financial stability in the form of:-

21.3.1 Latest financial statements in the case of Companies and in the case of Close Co-operation CC.

21.3.2 Letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached.

21.3.3 Form Part 5 schedule J must be completed accordingly.

22. EVALUATION CRITERIA

22.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Functionality
- Stage 3: In-loco inspection
- Stage 4: Price and specific goal Points

23.1 Stage 1 Administrative Compliance/ Pre-Qualification

1. The purpose of this Pre-qualification is to determine which bid is compliant and non-compliant with the bid special conditions issued by the ECDOH as part of the bid process.

The following criteria shall apply:

- a. Bidders must attend the **compulsory Bid Briefing or Information Meeting** and be recorded as such in the register. It is the bidder's responsibility to ensure that he/she fills in the attendance register.
- b. **NB – Company Directors or a Senior Manager in the company MUST attend the briefing.**
- c. A bidder must submit a valid Company's **PSIRA** (Private Security Industry Regulatory Authority) registration certificate. **Only New PSIRA certified certificate copies will be accepted. (Certification must not be older than 90 days)**
- d. A bidder must submit a valid Directors Registration **New PSIRA certificate**. Only certified copies of this will be accepted. **(Certification must not be older than 90 days.**
- e. **Bidders must comply with the National Bargaining Council for the Private Security Sector (NBCPSS) rates as per the National Government Gazette no. 43036. Pricing must be in line with NBCSSS rates.**
- f. **Bid Prices must include overheads costs.**
- g. **A bidder must submit a valid letter of Good Standing issued by PSIRA.**
- h. **A bidder must submit, from the Department of Labour, a valid COIDA certificate. (Compensation of Occupational Injury and Diseases act)**
- i. **A bidder must submit, from the Department of Labour, a valid certificate of compliance for UIF (Unemployment Insurance Fund).**
- j. The successful bidder will be held responsible for any damage or loss suffered by the Department as result of the bidders Security Officer's negligence or willful action in the ordinary execution of their duty. The company must submit an existing Public Liability Policy contract or a letter of intent of taking out insurance from the Insurance Company or Broker and must be submitted as part of the returnable. Before resuming the work the company must submit the insurance policy contract for this service.

FAILURE TO COMPLY WITH THE ABOVE INFORMATION WILL INVALIDATE YOUR BID.

- k. The Department of Health reserves the right to verify the information requested with the Private Security Industry Regulatory Authority (**PSIRA**) 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 PSIRA registered service 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. Bidders must be registered with the National Treasury Centralized Supplier Database (CSD) and furnish proof of registration with the bid.
- n. To promote Clothing and Textile Industry manufacturers in Eastern Cape, Service Providers are encouraged to source Uniform for Security Guards from local manufacturers based in the Eastern Cape. The successful service provider will be required to submit proof of purchase from Eastern Cape based manufacture / supplier in the form of invoice on submission of their Invoice for services rendered.

CONTRACTING REQUIREMENTS

On contracting the awarded service provider must meet the following requirements:

- a. **Availability of 100% specified Uniform for warm, cold and wet weather for the number of security guards specified is mandatory**
- b. **Availability of 100% equipment as specified in the equipment list is mandatory.**

23.2 Stage 2: Functionality Evaluation

- The minimum threshold for functionality is **30 points out of 40 points**.
- A bidder that scores less than 30 points out of 40 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
- Only bidders that obtain 30 points and above will qualify for further evaluation in terms of price and specific goals scoring (**4th stage**)
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

Criteria	Description /Sub-criteria	Max Score	Required Evidence
Experience	Work Experience in security services	15	Project reference form from current and previous clients for similar services clearly indicating duration of contract, Contract start and end date, bid value and performance of the bidder. NB: Points will only be allocated when the bidder included the departmental projects reference form contemplated in this bid document. Project reference form must be stamped and signed by the referee(client)
	Below 2 years	0	
	2 – 3 years	05	
	4 – 7 years	10	
	8 years and above	15	
Human Resources	Available Staff for security services	25	Submit a copy of a customized database showing the following: <ul style="list-style-type: none"> ➤ Name ➤ ID number ➤ PSIRA number ➤ Residential address ➤ Contact number Failure to provide the above will invalidate the database point A document outlining the plan for dealing with emergency requirement of staff in place of sick/absent staff for the allocated site Proof of Registration for PAYE
	Provide us with the Database of the business showing the following: <ul style="list-style-type: none"> • Sufficient employees are available or can be contracted with, for the facilities tendered for. 	15	
	<ul style="list-style-type: none"> • A clear system in place to accommodate sick/absent employees without affecting guarding services. 	5	
	<ul style="list-style-type: none"> • Certify that bidder is registered for PAYE 	5	

23.3 In loco inspection

In loco inspection may be conducted to shortlisted bidders to verify information provided with the bid. Bidders inspected within the period of three (3) months and displayed capacity may not be inspected for the same requirements and quantities or less before the lapse of 3 months.

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

- A visit to the main office of the Bidder will be made. During this visit the following will be verified:
 - An inspection of the proof that there are sufficient uniforms to clothe all guards, inclusive of an inspection of buffer stock, where applicable.
 - An inspection of proof that there is sufficient security equipment for all guards, inclusive of buffer stock, where applicable.
 - An inspection of a list of current active staff.
 - An inspection of the payroll system in place.
 - An inspection of your UIF, PAYE.
 - An inspection of random payslips to confirm prescribed minimum gazetted rates as per NBCPSS issued by the Minister of Labour for payment of security guards.
- An inspection of the Control Room set up, of the Bidder with particular reference to the following:
 - 1.7.1 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 in order to support them in the event of serious incident.
 - 1.7.2 The Security Control Centre must be in radio contact with security staff on all the sites and with the representative of the employer.
- An inspection / check of the Public Liability Policy contract to cover theft or damage to assets of the Department.

➤ **23.4. INFORMATION REQUIRED FOR FUNCTIONALITY EVALUATION**

- **FOR COMPLETENESS THE BID PROPOSAL MUST INCLUDE THE FOLLOWING INFORMATION AND PROVIDE ADEQUATE DOCUMENTARY PROOF TO SUBSTANTIATE CAPACITY AND EXPERIENCE OF THE FIRM: PLEASE COMPLETE THE TABLE FOR EASE OF REFERENCE TO YOUR PROPOSAL.**

	DESCRIPTION	YES	NO	ATTACH PROOF
Experience	Project Reference letter from current and previous clients clearly indicating number of years' experience, start and end date of contract, performance of the contractor			
Human Resources	Company designed database certifying that there is sufficient number of security guards employed by the bidder as proof of available capacity (signed and stamped by the bidder)			
	A clear system in place to accommodate sick/absent employees without affecting guarding services			
	A document outlining the plan for dealing with emergency requirement of staff in place of sick/absent staff for the allocated site			

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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:

.....

Commencement Date: Completion date:

Duration of the contract.....

Contract Value:
.....

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

B. 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					

C. Would you consider/recommend working with this bidder

Yes	No

D. Any other comments:
.....
.....
.....

E. Cell No. E. Office No.....

F. Fax No. G. E-mail:

This signed at on this day of

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

STAMPED AND SIGNED BY REFEREE (CLIENT)
Each security company must develop its own authentic database with a clearly stated address and contact numbers.

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 DoH or any other authorized authority or person (as the case may be) for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 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.
- 2.2 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: -
- Without delay inform the DoH of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;
 - Co-operate fully with the DoH 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 regulation.

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 Service Provider 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 personnel member access to the relevant premises and require Service Provider to replace such 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: -

4. **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.

5. **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.

6. **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: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the 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 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 11 above.

The provisions of Clause 10 document contain 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 currency 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 utilise 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 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 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 Service Provider shall remain liable to DoH for the performance of the Service.

PART 3

Bid Strategy

Appointment of service provider for the provision of Security Services at Lilitha College of Nursing Central Offices, EL Campus and EL Sub-Campuses in the Eastern Cape Department of Health for a period of 36 months.

Background

Security services is required at Lilitha Nursing Central Office, East London Campus and Sub-Campuses situated at Butterworth, Nompumelelo, Cecilia Makiwane and Madwaleni hospitals in the Eastern Cape Department of Health. In terms of the National Core Standards and the six priorities of the Department is to ensure that there is a safe environment for the patients, staff and assets of the Department. Sub campuses Nompumelelo and Cecilia Makiwane are stand-alone premises that are not within the premises of the hospital but in close proximity, Butterworth and Madwaleni sub campuses are stand-alone within the premises of the hospital where there is security. Some are situated in busy areas where there is a taxi rank and train station which then attracts the criminal element to movable and vulnerable women students.

2. Problem Statement

It is imperative for Lilitha College to be under 24-hour strict security service for the following reasons:

- The services of Lilitha College of Nursing operates 8 hours on normal working days (Monday-Friday) and safety of the assets is depended on the availability of security services.
- Valuable information is housed in computers and needs protection from outsiders.

3. Overall Objectives

This specification establishes the requirements of the Eastern Cape Department of Health for the appointment of suitable Qualified and Experienced Security Service providers to provide quality security services to Lilitha College of Nursing.

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"> • Supervision – Grade C
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 C

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

Bid No. Bid Description	SCMU-23/24-0794-HO Appointment of service provider for the Provision of Security Services at Lilitha College of Nursing Central Offices, EL Campus and EL Sub-Campuses in the Eastern Cape Department of Health for a period of 36 months.
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DEPLOYMENT OF SECURITY OFFICIALS WITHIN THE FACILITY AND PERIMETER

SECTION/AREA	CATEGORY	TOTAL NO OF GUARDS	DAY SHIFT	NIGHT SHIFT
East London Campus	Grade C	4	2	2
East London Central	Grade C	4	2	2
Nompumelelo	Grade C	2	1	1
Butterworth	Grade C	2	1	1
CMH	Grade C	6	3	3
Madwaleni	Grade C	2	1	1
Total number of guards		20		

GRADE	C
TOTAL	20

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DEFINITIONS AND INTERPRETATIONS

Any reference to "this Specification" shall be reference to this Security Specification (including the Appendices hereto).

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).

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 manned by the Contractor for the monitoring of the premises at Lilitha College of Nursing Campuses 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 Facility;

"Facilities Manager" means the facilities manager employed or contracted by Facility to manage the facilities management related services at Lilitha College of Nursing 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 Facility;

"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

As per Institution

"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 Facility'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 these 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

Contractor shall provide the following services, as part of the Security Services, in accordance with the Service Standards and the provisions of this Specification: security services in accordance with section 3 of this Specification; and

Safekeeping and issuing of Keys in accordance with section 4 of this Specification.

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.

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, Being expressly agreed between that the Input Specification stipulate the minimum requirement to ensure that the Output Specifications 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 FACILITY MANAGER, to amend the Input Specification. In such case the Contractor shall amend these specifications in writing to reflect such amendment.

3. GENERAL SECURITY

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 manned 24 hours per day and for 7 days per week.	<p>The Contractor shall comply by:</p> <p>Establishing the physical structure of a central Security Point CCTV Control room/Main Entrance Guard House provided by institutions</p> <p>Ensuring that grade C;s, where applicable (1 per day and 1 per night) security officer is posted at the Control Room at all times.</p> <p>Ensuring that the above-mentioned security officers are competent and fully trained and be able to manage the main access points and control room. The CCTV control room operators shall;</p> <ul style="list-style-type: none"> - be available for 24/7/365(366) - not allow any staff member, visitor to enter control room without prior arrangement with security management - keep and protect records/information at the control room - submit a detailed report all faulty cameras to the security management - request ID from all technicians'/service providers that are to render repairs in the control room. - monitor and communicate constantly with security guards on the ground -
(b) <u>Security Presence Elsewhere</u> . The Contractor shall provide a security presence at the areas within the Facility as detailed accordingly.	<p>The Contractor shall comply by:</p> <p>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.</p> <p>Ensuring that the above-mentioned security officers are competent and fully trained in the duties required at</p>

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 whichever post they are posted.
(c) <u>Security Systems</u> . The Contractor shall ensure that the security systems in place are manned and delivering surveillance deterrents and provide a responsive action throughout the Facility.	The Contractor shall comply by: 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 Facility are capable of responding to any criminal activity, alarm/emergency, unacceptable behavior or are able to call for assistance and that they are fully trained to do so.
(e) <u>Monitoring of Premises</u> . The Contractor shall ensure that an area Supervisor monitors and responds to the Facility 24 hours per day and for 7 days per week when need arises.	The Contractor shall comply by: Ensuring that the security officer posted to the Control Room is able to make contact with the area Supervisor and Security Controller appointed by the company which does not form part of the Facility team, in order to support them in the event of a serious incident. Testing the response on a monthly basis to ensure efficiency of service. The Area Supervisor/Security Controller shall; 1. ensure effective rendering of security services as per the terms and conditions of the signed agreement. 2. ensure that posts are covered and fully equipped. 3. attend to all emergencies and provide a full report thereof. 4. conduct unannounced visits and risk assessments supported by detailed reporting. 5. compile either daily/weekly/monthly/quarterly and annually reports 6. attend security reports.
(f) <u>Visible Staffing</u> . The Contractor shall ensure that Security personnel are present at the Facility in a high profile and are visible and accessible to Security Users.	The Contractor shall comply by: 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.
(g) <u>Additional Guards</u> . The Contractor shall provide additional guards upon request of the facility manager to guard In Patients who for whatever reason the Department or the Facility 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.	The Contractor shall comply by: 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: establishing within a facility an internal reaction unit that will provide emergency response to situations of high risk in nature that may affect patient/s or staff members.
(h) <u>Ad Hoc Escorts</u> . The Contractor shall provide an ad hoc escort service if requested by or on behalf of the facility manager	The Contractor shall comply by: Ensuring that an ad hoc escort service within the premises will be provided at the request of the facility manager by reallocating existing staff subject to the following sub-clause:
(i) <u>Mobile Patrols (Patrolling)</u> . The Contractor shall carry out periodic patrols of the Facility as stipulated in the Security Policies and Procedures.	The Contractor shall comply by: Ensuring that patrols of the internal perimeter are conducted daily and recorded in the Occurrence Book / patrol sheet and a detailed report is submitted thereof.

<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
	Ensuring that security officers conduct patrol on all posts within the site inclusive of perimeter fence and Parking areas on 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.
(j) <u>Patrols (Communications)</u> . The Contractor shall ensure that all Security Staff carrying out patrols pursuant accordingly shall be equipped with a form of communication enabling them to be immediately contactable at all times while carrying out such patrols.	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.
(k) <u>Assistance in case of an emergency (Fire, bomb threat, flooding, strike)</u> . The Contractor shall ensure that all available Security Staff shall attend and provide whatever assistance is necessary to all reports of fire in any areas of the Facility.	The Contractor shall comply by: Ensuring that all Security Staff are trained in basic fire Fighting, handle bomb threat, assist during flooding, role in industrial action, etc. Ensuring that all Security Staff are trained in the methods of responding to the above mentioned emergency cases.
(l) <u>Reporting Requirement (General on Standards)</u> . The Contractor shall ensure that the Security Staff shall report by appropriate measures as required by the facility manager 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.	The Contractor shall comply by: 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.
(m) <u>Access to Facility</u> . The Contractor shall ensure that only authorized persons (determined in accordance with the relevant Facility's Security Policies) are admitted to the Facility.	The Contractor shall comply by performing access control duties in accordance with the Facility Security Policy and Procedures in pedestrian/visitors, vehicular entrances and exits and in/out of buildings.
(n) <u>Access and Exit Equipment</u> . The Facility 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 accordingly 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 Facility are secured in accordance with the relevant Facility's Security Policy.	The Contractor shall comply by: maintaining procedures based on the Facility Security Policy to secure all access points to all buildings and grounds comprising the Facility 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 such as wards, various units/departments, in patrols, in parking areas, in entrances/exits of either pedestrians or vehicles in accordance with the procedures mentioned above in.
(p) <u>Locking up Procedures/Key Control/Management Policy</u> . The Contractor shall ensure that locking up procedures adopted by it on the Facility is carried out as determined by the facility manager from time to time.	The Contractor shall comply by ensuring that Security Staff and Security Users responsible for locking up do so in accordance with the Facility 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 Contractor shall comply by: Ensuring that all Security Staff is competent to respond to any request for assistance from a Security User immediately and in any event within 5 minutes and 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
the Facility and in any case shall attend within 5 minutes to the reported site of the alarm, where applicable	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 Facility 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 Facility, Facility patients, visitors, Facility Employees and any other person or persons who may be present on the Facility and shall attend at any event or incident where such attendance is properly and reasonably requested by the Facility or their staff, patients, visitors or member of the public or the Facilities Manager.	The Contractor shall comply by: <ul style="list-style-type: none"> • Ensuring that immediate action is taken by the closest security officer who shall attend any such incident. • 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, where applicable • Ensuring that a detailed report is compiled reflecting all events of such an incident and submitted to the facility manager.
(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.	The Contractor shall comply by: <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. • Ensuring that restraining of psychiatric patients is done by nursing and security guards will as appropriate where necessary.
(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.	The Contractor shall comply by: <ul style="list-style-type: none"> • Attending monthly meetings with the Emergency Services and SAPS accordingly, 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>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.	The Contractor shall comply by: <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.
(v) <u>Staffing.</u> The Contractor shall provide sufficient trained Security Staff at all times to ensure that	The Contractor shall comply by: <ul style="list-style-type: none"> • Providing the required number of Security Staff

<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
it meets obligations under the Specification.	<p>trained to the appropriate grade according to the requirements contained in this Specification as amended from time to time.</p> <ul style="list-style-type: none"> • ensuring that security officers work on a roster system that conforms to the Security Officers' Sectoral Determination and still meets the requirements of this Specification. • ensuring that all Security Staff are trained in the specific requirements of the Facility • ensuring that security guards are posted 24/7 in all identified strategic posts within the facility.
(w) <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> <p>Ensuring that all Security Officers report all security incidents and accidents to the Central Security Point immediately and record them in their pocket books.</p> <p>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.</p> <p>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.</p> <p>Collating all security incidents and accident reports statistically and submitting those statistics to the Facilities Manager on a weekly and monthly basis.</p>

4. SAFEKEEPING AND ISSUING OF KEYS

The Contractor shall:

- Provide a system for the safekeeping and issuing of Keys for wards, departments on call rooms.
- Hold and keep safe such Keys as detailed to the Contractor in writing by the Manager (Draft Key Control Policy)
- Only issue Keys to those authorized Facility Employees as introduced to the Contractor by the Manager from time to time. The Manager shall provide the Contractor with Specimen Signatures for all authorized Facility Employees.
- 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 Institutional Accounting Officer**
- Make the written records as set out accordingly, to be available to the Manager upon request at any time.

5 ADDITIONAL RESPONSIBILITIES

Staffing and Administration

(a) Security Staff shall be present and visible in and around the facility.	The Contractor shall comply by ensuring that the required numbers of security officers are present at the facility and dressed uniformly.
(b) Security Staff shall follow appropriate action and reporting procedures with regard to observed or identified incidents of vehicle theft, theft from vehicles, damage, vandalism or suspected intruders on the facility premises.	The Contractor shall comply by ensuring that: <ul style="list-style-type: none"> • Its Security Staff control vehicle access and egress. • A system countering vehicle theft is introduced. • The car parks 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 facility (through the Manager) and have been widely communicated in order that the facility'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. • Display and supply contact details of all security points and supervisors such as control room, main gate, supervisor and control supervisor, company office, head office, etc.
(d) Details of all incidents are recorded on incident report forms and delivered to the Manager or his deputies daily.	The Contractor shall comply by following the requirements of paragraph 3.1(y) above.
(e) Security Staff shall observe the facility'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 where applicable.	The Contractor shall comply by: <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.	In addition to following the contents of paragraph 3.1(mm) the contractor shall comply by: <ul style="list-style-type: none"> • Ensuring that the CCTV system monitors all access points, where applicable • Ensuring that all access points are continuously monitored from the Central Security Point according to the Monitoring Schedule. • The number of Guards requested may be reduced depending on effective functionality of CCTV system
(c) All keys to designated areas are held in secure facilities.	The Contractor shall comply by: <ul style="list-style-type: none"> • Issuing keys to responsible departments or contractors at the facility as may be advised by the Facilities Manager from time to time.

	<ul style="list-style-type: none"> • Holding keys under Security control in a locked facility and issuing them as required.
(d) Identification passes are issued for all Facility 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 Facility 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 to ad hoc requests from Facility staff who feels threatened by any person on the facility premises.	The Contractor shall comply by following the contents of paragraph 3.1(PP).
(h) An ad hoc security escort service is provided upon an authorized request from the Facility Employees within a reasonable time of such request.	In addition to paragraphs 3.1(h) and 3.1(QQ) the Contractor shall comply by: <ul style="list-style-type: none"> • Establishing the authorizing persons for the Facility and obtaining specimen signatures. • Implement the procedure to be followed by the facility 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.	All security patrols must be recorded to occurrence book and security patrol sheet, and records must be kept. In addition to following the contents of paragraphs 3.1(x) and 3.1(RR) the Contractor shall comply by: <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 Facility 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)

(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.

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.

SEARCHING AT THE VISITORS (PEDESTRIAN) ENTRANCE

- a. Pat searches
- b. Whole body search will be applied in the event of suspicious behaviour. Must be done with respect and in private. There must be a witness in case of whole body search.
- c. Use of metal detector for metal objects.
- d. Provision of private body search.
- e. Security officer has the responsibility to ensure that no unlawful object will be allowed to enter the premises.

VISITORS/PEDESTRIAN EXIT

1. Everyone exiting the premises must be searched.
2. Exit gate cannot be used as an entrance.
3. Removal permit must accompany items removed from the facility.
4. There should be two securities at security post, male and female at all times.
5. Security officer must immediately report any irregularity taking place at this post to the security supervisors on duty.
6. Security officers must talk to everyone exiting through this gate with respect.
7. Security officers must ensure that no facility property is removed from the facility through the visitor's gate/exit.

VEHICLE EXIT

- a. Manage movement of assets, vehicles and staff.
- b. All equipment for repairs must be accompanied by valid removal permit.
- c. Verify with the person who authorised the removal by phoning extension number listed on the form.
- d. If equipment is for repairs, or transferred to another institution the driver must produce a gate permit, VA7 or any other document to the effect.
- e. This must be verified with stores / transit section.
- f. Clear up any uncertainty before allowing the driver to exit. Security guards, officers and supervisors must note these incidents in Occurrence Book and submit the report to management by the next working day.
- g. Removal of assets must be approved by ASD: SCM; DD: SCM; Director Finance and SCM or appointee.
- h. The post must not be left unattended.

Government vehicles

- a. Ensure that all government vehicles are in possession of approved trip authorisation.
- b. Register kilos on **all GG** cars exiting the premises.
- c. Check and ensure that driver completes register in full.
- d. Driver of vehicle must sign out. No exceptions are granted to anyone.
- e. Ensure that correct register forms are used.
- f. Completed register to be handed in at control room.
- g. Search vehicle to ensure that no unauthorised removal of state property.
- h. Security must verify trip authority of all GG vehicles exiting Facility.

STAFF VEHICLES

- a. Check ignition key. Request driver to switch off and restart.
- b. Search vehicle to ensure that no unauthorised removal of state/ facility property.
- c. Driver of vehicle to unlock the boot of the vehicle if it is locked.
- d. Security officer will request in a polite and courteous manner all vehicle drivers to get out of their cars for a purpose of searching.
- e. The driver of the vehicle must monitor security officer when searching the car.
- f. One security officer must search a car in order to allow vehicle operator to observe during searching.

Visitor Vehicles

- a. Visits by High Ranking Officials (Parliamentarians, Ministers, MEC, etc are to be treated the same as the General Public if we had not received notification of such visits from the office of the CEO/ Delegated official regarding such visits in terms of the standing protocol.
- b. Inform driver /occupants of vehicle that a security area is being entered.
- c. Vehicles delivering, to complete the necessary form, allow proceeding to point of deliver. If driver has no knowledge to premises, direct the driver / escort where possible.
- d. Ask the driver to switch off engine.
- e. Check ignition
- f. Vehicles must be checked for any irregularity.
- g. The driver of the vehicle to unlock the boot of the vehicle if it is locked.
- h. One security officer must search a car in order to allow vehicle operator to observe during searching.
- i. All goods / firearms are to be declared.
- j. Declared goods to be handled as per declaration permit
- k. Vendors and hawkers are not allowed on the facility grounds and visitors parking.
- l. Insurance Agents, cars to be parked in parking area facility.
- m. Big delivery trucks to sign register and be directed to the relevant gate.
- n. Military vehicles will be treated as private unless arrangement is made for such vehicles to park inside, or if they came for official duties.

REMOVAL OF EQUIPMENTS/FURNITURE/ASSETS

- a. All equipment for repairs must be accompanied by valid removal permit.
- b. Verify with the person who authorised the removal by phoning extension number listed on the form.
- c. If equipment is for repairs, or transferred to another institution the driver must produce a gate permit, VA7 or any other document to the effect.
- d. This must be verified with stores / transit section.
- e. Clear up any uncertainty before allowing the driver to exit. Security guards, officers and supervisors must note these incidents in Occurrence Book and submit the report to management by the next working day.
- f. Removal of assets must be approved by ASD: SCM; DD SCM; Director Finance or appointee.

VEHICLE ENTRANCE

- a. To prevent unauthorised entry of people and items into the premises.
- b. The security posts must **NOT** be left unattended.
- c. Inform occupants of a vehicle that they are entering a gun-free zone.
- d. All firearms should be declared and handed in. Law enforcement agencies and all emergency vehicles are excluded.
- e. Goods in vehicles not for delivery should be declared and marked, to identify them as such. A declaration permits for 1 Day to be completed.
- f. Security officers must be alert, refrain from playing or busy on the cell phone while on duty.
- g. Security officers to ensure positive identity of all cars entering the premises and their intended destinations.
- h. Staff members must use their access cards or fingers (biometric) to open booms.
- i. The boom opens for one vehicles and it closes.

GOVERNMENT VEHICLES.

- a. Ensure that you have the correct register available.
- b. Ensure that the driver submit all relevant information required.
- c. Government vehicles are also subject to searching.
- d. Check if km reading is reflected correct.
- e. Sign the register accordingly when an official car arrives at the hospital.
- f. Completed registers to be handed to the office of Chief Security Officer.

STAFF VEHICLES

- a. Check facility access /ID/NAME card
- b. Check vehicle parking permit.
- c. Verify registration number of vehicle and person against particulars on disk and Access card

Registration of Private Goods.

- a. Declaration permits to be completed in duplicate
- b. Permit is valid for one day and one week or four months for staff.
- c. All Liliitha College of Nursing and ECDoH official laptops must be declared.

Equipment In / on vehicles

- a. Request driver of vehicle to declare any equipment / property in or on vehicles.
- b. Declared property to be fully written down. Driver to keep a copy of such declaration and produce it on leaving facility ground.

Fire arms/Dangerous objects.

- a. Request occupants to declare fire arms dangerous objects, such as knives etc.
- b. Gun free zone policy to be enforced by Security staff.
- c. No dangerous weapons or objects to be allowed in the facility premises

Contractors

- a. Refer contractors to Facilities/ Engineering supervisor.
- b. No contractor is allowed to execute any services outside normal office hours unless approval / arrangement were made for this.
- c. All contractors must get permission to work after hour or weekend from Facilities or Engineering management.
- d. Contractors must declare their equipment to security when entering the premises.
- e. Contractors to be given **VISITORS/CONTRACTORS** card on entry

Pedestrians at the vehicle gate

- a. No access/exit is allowed at this gate.
- b. Only cleaners working at the entrance can be allowed, only during cleaning.
- c. All pedestrians to be directed to pedestrian gate.

Press and photographers

- a. No members of the press or photographers are allowed on the premises unless they have prior permission from the CEO or communications section.
- b. Senior Security Officer on duty must confirm first before allowing.

Minimum Security Equipment required

- Batons
- Whistles
- Torches
- Searching Sticks (to search handbags)
- Handcuffs (with key)
- Two-way Radio (with chargers)
- Hand Held/Metal Detectors (X-Ray)
- Pepper Sprays
- Extended Eye-Mirror
- Fire-arm (optional)

Registers

- Occurrence Books
- Pocket Books
- Pens: Black & Red
- Key Control registers
- Visitors' registers
- Vehicle Register
- Delivery Register
- Contractors Register
- Mortuary Register
- Patrol Sheets
- Asset registers
- Incident Reporting Sheets
- (ICT/Electronics) Equipment Registers
- Site Procedure Manual/ standing orders

ECDoH Recommended Security Personnel Grades on Physical Guarding

Grade: C - (guarding)

Uniform (Clothing Items)

- Shirts
- Pair of trousers/ skirts
- Safety shoes
- Socks
- Uniform hats/berets
- Jerseys
- Bomber jackets/blazers
- Rain suits

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 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.
- Report any irregularity noticed at the door or gate in writing.
- Ensure all safety instructions are adhered to at all times.

ADMINISTRATION AND OFFICE BLOCK

- a. Security officer must execute access control at the Admin block.
- b. Visitors must complete the visitor's register.
- c. Security must ensure that all doors leading to the buildings are locked, not to be accessed by public members.
- d. All visits to the senior management must be confirmed first.
- e. Security must contact staff members to collect their intended visitors and not to allow visitors to go to offices without confirmation of the visit.

STAFF RESIDENCES

DUTIES: 24 hours

- a. Patrolling of residential area.
- b. Apply access control
- c. Check for defect lights
- d. Check for illegal trading
- e. Check for open fires
- f. Check for any health / safety hazard
- g. Check for misuse of fire combating equipment
- h. Check for suspicious looking vehicles (abandoning of stolen vehicles)
- i. Report any irregularity immediately to supervisor.
- j. Parties not allowed without prior approval from the CEO as stipulate in the Residential Accommodation Policy.

STAFF RESIDENCES

DUTIES: 24 hours

1. Apply access control
2. Completion of visitor's register
3. Patrolling of residential area.
4. Check for defect lights
5. Check for illegal trading
6. Conduct adhoc searches.
7. Check for open fires
8. Check for any health / safety hazard
9. Check for misuse of fire combating equipment
10. Check for suspicious looking vehicles (abandoning of stolen vehicles)
11. Report any irregularity immediately to supervisor.
12. Disturbance or loud music are not allowed
13. Parties not allowed in line with accommodation and space policy.
14. No visitors are allowed in the Nurses homes

STORES

MAIN ENTRANCE / RECEIVING

1. Apply access control – Control of authorised access / prevention of unauthorised access
2. Completion of visitor's register
3. Check on goods delivered – pilferage of goods

BACK ENTRANCE / DISPATCH

1. Apply access control - Control of authorised access / prevention of unauthorised access
2. Completion of visitor's register
3. Check on goods dispatched – pilferage of goods

PROCUREMENT DELIVERY

1. Escorting of deliveries to end users
2. Verify that goods dispatched reach end users – pilferage of goods
3. Verify on goods received – pilferage of goods.

DELIVERY BOOM

1. Conduct access control procedure.
2. Ensure that only delivery vehicles access the area.
3. Make sure that no staff or visitor parks their vehicle on the delivery area.
4. Give direction to delivery people.
5. Make sure that no vehicle park in front of the booms.

STAFF ACCESS / STAFF IDENTIFICATION CARDS

- a. First issue of access cards is for free.
- b. Payment will be made for second issue. Payment will be made to the cashier and determined by the institution.
- c. Access cards must be returned to security section when service is being terminated.
- d. Allocation of access to restricted areas will be managed by security.
- e. Contractors will pay deposit of R500 before access cards are issued, which must be refunded to the contractor at the end of their term and cards are returned in good condition.
- f. It is compulsory for all staff members and contractors to display their cards.
- g. Security will treat staff members without cards like members of public. They must sign visitors register at security control points.
- h. Security officers must report person with fake ID card.

PATROL SERVICES

Patrol of Sites after Hours

Tasks

- Inspect the 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.

PERIMETER PATROL

WORKING HOURS – 24 HOURS

1. Patrol fence, check for holes in fence.
2. Check for equipment, goods, etc. passed / thrown, over or under fences.
3. Check that the area ± 1 meters of the fence are clear of grass, rubbish etc.
4. Lights not functioning
5. Relieve other members when required to.
6. Render assistance to colleagues when required.
7. Report all irregularities or suspicious activities observed immediately to supervisor.
8. Assist with violent / psychotic patients when and where requested.
9. Escort psychiatric patients when and where required to.
10. Check for illegal trading.
11. Check for suspicious looking vehicles (abandoning of *stolen* vehicles)
12. Escorting of visitors / patients during normal business hours when required to.

POST PATROLLERS

Post patrollers will do the following:

- a. Random Patrolling of Buildings and immediate surroundings.
- b. Relieving of guards at entrances when required.
- c. Check for illegal trading
- d. Lights left switched on
- e. Any irregularity relating to equipment and persons
- f. Assists security officers who need assistance.
- g. Patrol the premises and ensure that illegal parking is attended as soon as possible.
- h. Ensure that guards are at their respective posts.
- i. Conduct patrols every two hours.

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:
 - Supervisors/Site Senior shall be trained to at least for a minimum of Grade C Security Grade (in accordance with Institutional requirements)
 - Supervisors shall have a good grounding in their post descriptions and duties.
 - Supervisors shall at all times be capable of leading/controlling and supervising their subordinates.
 - Supervisors shall be able to communicate, read and write.

Security Guards

- Security guards shall be trained to at least for a minimum of Grade C Security Grade in accordance with Institutional requirements
- 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 INFRASTRUCTURE 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 handheld 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 manned at all times unless otherwise agreed with the Employer.
- 24-hour post
- Security officers must ensure protection of information.
- No member of staff, visitor or patient will be allowed to enter control room without prior arrangement with security management.
- No control room operator will leave control room unattended for whatever reason.
- Control room is 24-hour service and there must be operator 24/7.
- Access cards will be issued by the shift leader at the gate to protect control room.
- Divulging information about patients, visitors, staff members and the institution is an offence and such employee will be dealt with according to the Service Provider's and PSIRA code of conduct.
- The operator is required to keep records at the control room.
- Faulty camera must be reported to the Manager responsible for security in the facility and provide detailed report.
- Posting for control room is the responsibility of Site Manager/Security supervisor.
- Control room operator must keep record for faulty cameras and viewing of footage.
- Control room operator should ensure that technicians fixing cameras and access control system have a proof to come and repair the cameras
- Control room operator must monitor CCTV and report all irregularities observed to the Manager responsible for security in that facility and provide detailed report.
- Only security officers working at the control room will be granted access into CCTV room.
- Control room operator must communicate to security officers posted at casualty if they suspect that there are irregular movements at the waiting area, inside casualty or emergency drop off.

SECURITY DO'S AND DON'TS

1. Report for duty on time, dressed in full uniform with accessories, batons, handcuffs and necessary identification cards (PSIRA and Service Provider ID cards).
2. Attend parade on time before duty commence
3. Do not leave duty point before relieved
4. Do not loiter on duty point
5. Do not entertain visitors on point of duty
6. Be courteous
7. Confront persons for identification if unknown to them
8. Respect for your seniors and Facility Management
9. Trading on the premises is not allowed. Traders on premises to be arrested and reported to Facility Security Manager
10. No cell phone chatting during working hours
11. Liquor not allowed in working places.
12. Be on the look-out for substance use
13. Comply with post descriptions
14. Ask for clarification if in doubt about any issue.
15. Not to smoke in the vicinity of the General Public whilst dressed in full uniform.
16. Not to play music either by radio / cell phone at point of duty.

17. Not to display negative conduct at point of duty i.e. slouching on a chair, leaning against anything.
18. Not being under the influence of any intoxicating substance etc.
19. All wards, patient waiting area and corridor patrols must wear reflectors/ full uniform.
20. No WhatsApp and face book while on duty (social media).
21. Check that all doors are locked when not in use
22. Check for defect lights
23. Check for illegal trading
24. Check for open fires
25. Check for any health / safety hazard
26. Vehicles illegally parked at entrance on the south side of the building causing obstruction to Afrox deliveries. Wheel clamp to be placed on all such vehicles.
27. Report any irregularity immediately to supervisor.
28. Do not discuss patient information with anybody, unless if it is job related. (eg: missing patient)
29. Do not discuss security related issues to anybody, unless if it is job related.
30. Under no circumstances security officers will operate machinery, accessories, goods and computer belonging to the facility unless it is related to their job and is covered by the SOP.
31. Security staff must always be friendly, courteous and helpful to clients, staff and visitors, but should take care not to become over familiar with these persons.
32. Bribery and corruption will be treated as a serious misconduct and equal disciplinary action will be applied both internally and externally to deal with the perpetrators.
33. Security staff must handle security duties with dignity and be polite to patients and visitors.

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:

- 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.

**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 be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts 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. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of Contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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 favourable 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.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

SBD 3.2

PART 5-SCHEDULE A

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

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

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

- 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

** "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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. **Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. **Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Part 5 - Schedule B Pricing Schedule

NAME OF BIDDER: BID NO.: **SCMU3-23/24-0794-HO**
CLOSING TIME: 11H00

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

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

PLEASE NOTE PRICING MUST INCLUDE UNIFORM AND EQUIPMENT COSTS

AREA: 1 & 2: EAST LONDON CAMPUS, EAST LONDON CENTRAL OFFICE & CECILIA MAKIWANE HOSPITAL

DESCRIPTION		No of Guards	Unit Price per Grade/month	Total Amount per month
GRADE C	DAY	7	R	R
	NIGHT	7	R	R
TOTAL NO.OF GUARDS-GRADE C		14		
Total: Direct Cost		R	R	R
Equipment Costs		R	R	R
Uniform Costs		R	R	R
Overheads Cost		R	R	R
Total cost per month (Direct & Overhead cost excluding Vat)		R	R	R
VAT		R	R	R
Total cost per month (Direct & Overhead cost including Vat)		R	R	R
Total Cost for 36 months (Direct, Equipment, Uniform & Overheads Costs including Vat)		R	R	R

- Required by: **Eastern Cape Department of Health**
- At: **Lilitha College of Nursing (East London Campus ,East London Central Office & Cecilia Makiwane Hospital)**

Price to be inclusive of tax

.....
Bidder's Signature

.....
Capacity / Position

.....
Bidder's Stamp

Part 5 - Schedule B Pricing Schedule

NAME OF BIDDER: BID NO.: **SCMU3-23/24-0794-HO**
CLOSING TIME: 11H00

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

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

PLEASE NOTE PRICING MUST INCLUDE UNIFORM AND EQUIPMENT COSTS

AREA:3 BUTTERWORTH, NOMPUMELELO, & MADWALENI SUB-CAMPUSES

DESCRIPTION		No of Guards	Unit Price per Grade/month	Total Amount per month
GRADE C	DAY	3	R	R
	NIGHT	3	R	R
TOTAL NO.OF GUARDS-GRADE C		6		
Total: Direct Cost		R	R	R
Equipment Cost		R	R	R
Uniform Cost		R	R	R
Overheads Cost		R	R	R
Total cost per month (Direct & Overhead cost excluding Vat)		R	R	R
VAT		R	R	R
Total cost per month (Direct& Overheard cost including Vat)		R	R	R
Total Cost for 36 months (Direct, Equipment,Uniform & Overheads Costs including Vat)		R	R	R

- Required by: **Eastern Cape Department of Health**
- At: **Lilitha College of Nursing Sub-Campuses (Butterworth, Nompumelelo & Madwaleni hospitals)**

Price to be inclusive of tax

.....
Bidder's Signature

.....
Capacity / Position

.....
Bidder's Stamp

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

**Part 5 – Schedule F
Qualifications and Experience**

1. Details of the extent of the bidder's activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.

(Please provide contactable references)

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

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

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

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

.....
NAME IN CAPITALS

In the presence of:

1.

2.

CONSENT FORM BY THE BIDDER

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.

	I/We hereby consent to the above
	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

**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)

.....
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 may be considered invalid

Nature of Service: _____
 Name of bidder: _____
 Bid Number: _____

	<p style="text-align: center;"><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.

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership		
• Race	20% (4)	
• Women Ownership	20% (4)	
• Disability Ownership	20% (4)	
Youth Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
TOTAL	100% (20)	

(a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.

(b) The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:

- Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.
- Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
- Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
- Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.
- Military Veterans Ownership: Proof of ownership (CIPRO certificate) Letter from Department of Military Veterans confirming the veteran status.
- Locality Ownership: Proof of business address (municipal account or valid lease agreement)
- Updated CSD report

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:.....

ADDRESS:.....
.....
.....