

Province of the
EASTERN CAPE
HEALTH

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FORT ENGLAND HOSPITAL					
BID NUMBER:	SCMU3-23/24-0215-FEH		CLOSING DATE:	10 AUGUST 2023	CLOSING TIME: 11H00
COMPULSORY BRIEFING SESSION/ MEETING	VENUE	FORT ENGLAND HOSPITAL – CLUB HOUSE, YORK STREET, MAKHANDA (GRAHAMSTOWN)	DATE	27 JULY 2023	TIME 11H00
DESCRIPTION	PROVISION OF SPECIALISED PSYCHIATRIC SECURITY SERVICES AT FORT ENGLAND HOSPITAL, GRAHAMSTOWN 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)					
ATT: SCM TENDER BOX (AT STORES)					
FORT ENGLAND HOSPITAL					
YORK STREET					
MAKHANDA (GRAHAMSTOWN)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MRS W. OLIVIER		CONTACT PERSON	MRS W. OLIVIER	
TELEPHONE NUMBER	046-6022474		TELEPHONE NUMBER	046-6022474	
FACSIMILE NUMBER	046-6223264		FACSIMILE NUMBER	046-6223264	
E-MAIL ADDRESS	wanda.olivier@echealth.gov.za		E-MAIL ADDRESS	wanda.olivier@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 <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 <i>[[IF YES ENCLOSE PROOF]</i>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</i>
---	--	--	--

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
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

**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:

.....

DOCUMENT CONTROL SHEET

SCMU3-23/24-0215-FEH

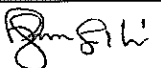
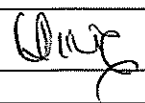
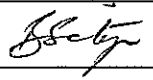
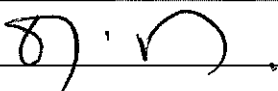
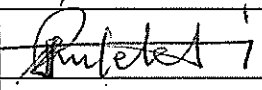
REVISION	DATE	NAME	SIGNATURE
Drafted by: Health & Safety Officer	Date: 2023/07/05	MR M.W. FILANA	
Reviewed by: Senior Admin Officer	Date: 2023/07/05	MRS W. OLIVIER	
Recommended by: NSM	Date: 2023/07/05	MRS B. BATYI	
Approved by: Chairperson	Date: 2023/07/05	DR N.H. MUSHID	
Advert Approved by: SCM – Demand Management (Bhisho)	Date: 2023/07/05	MR P. MTHELELI	

TABLE OF CONTENTS

Invitation to Bid (SBD 1)

Part 1 – Special Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Summary of Scope

Part 5 – Bid Forms and related documentation

<u>Schedule A</u> –	Government Procurement: General Conditions of Contract
<u>Schedule B</u> –	Pricing Schedule – Non-Firm Pricing (SBD 3.2)
<u>Schedule C</u> –	Declaration of Interest (SBD 4)
<u>Schedule D</u> –	Qualifications and experience
<u>Schedule E</u> –	Organisation type
<u>Schedule F</u> –	Organisational Structure
<u>Schedule G</u> –	Details of Bidder's nearest office
<u>Schedule H</u> –	Financial Particulars
<u>Schedule I</u> –	Preference Points Claim Forms (SBD 6.1)

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"> o The cover page and the table of content and definitions o Part 1 which details the Conditions of Bid; o Part 2 which details the Conditions of Contract and Operational Requirements; o Part 3 which details the bid strategy o Part 4 which details the Specifications relating to the Technology / Services o Part 5 which contains all the requisite bid forms and certificates;
Services	As read with GCC – <i>General Conditions of Contract</i> 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 where required.**

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

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

- 3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

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

5. COMPULSORY BID BRIEFING

The details of the compulsory briefing session is on **27 July 2023 at 11h00 at the Clubhouse, Fort England Hospital**. Bidders will be required to sign the attendance register at the briefing session and obtain an attendance certificate. Signature of the attendance register and possession of attendance certificate will constitute proof of compliance with this condition. **Bidders who failed to attend or have not signed the attendance register as proof will be disqualified.**

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. QUALIFICATIONS OF BIDDERS

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

9. 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

10. CONSORTIUM / JOINT VENTURE

- 10.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 10.2 A bid in response to this invitation to bid by a consortium shall comply with the following¹
 - 10.2.1 It shall be signed so as to be legally binding on all consortium members;
 - 10.2.2 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;
 - 10.2.3 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;
 - 10.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
 - 10.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.

- 10.2.6 Each party to the Consortium must submit a separate valid **PSIRA** registration certificate, **COIDA** valid letter of good standing and valid **UIF** letter of good standing.

11. 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. NO RIGHTS OR CLAIMS

- 17.1 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.

- 17.2 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.

18. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 18.1 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.
- 18.2 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.

19. ACCURACY OF INFORMATION

- 19.1 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.
- 19.2 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.

20. COMPETITION

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

21. RESERVATION OF RIGHTS

- 21.1 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:-

- 21.1.1 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;
- 21.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 21.1.3 Reject all responses submitted by bidders and to embark on a new bid process.
- 21.1.4 Evaluate the bid using 80/20 preference point system for a bid value less or equal to R50m.
- 21.2 **All shortlisted bidders will be subjected to screening by State Security Agency (SSA).**
- 21.3 It is recommended that the successful bidder employ the security guards that are within the sub-district.

22. REQUIREMENTS

- 22.1 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.
- 22.2 Previous performance of the bidder will be considered in the evaluation of the bid.

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.
- 22.3 Previous performance of the bidder will be considered in the evaluation of the bid.
- 22.4 **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:-**
 - 22.4.1 Latest financial statements in the case of Companies and in the case of Close Co-operation CC.
 - 22.4.2 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.
 - 22.4.3 Form Part 5 schedule J must be completed accordingly.
 - 22.4.4 **The successful service provider will be required to undergo Control & Restraint training offered by the Department of Health.**
 - 22.4.5 **Bidder must have minimum 2 year's experience within Psychiatric/Regional/ Tertiary/ listed 72 hour District Hospitals. (Complete the Client reference forms attached on the bid document).**

23. CONTROL ROOM & REACTION FORCE

- 23.1 The successful service provider will be required to work in the fully equipped Control Room in Fort England Hospital, Grahamstown.
- 23.2 The successful service provider will be required to have a reaction force, trained guards and motor vehicles locally stationed in Fort England Hospital, Grahamstown.

24. EVALUATION CRITERIA

24.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Functionality
- Stage 3: Price and Specific Goals
- Stage 4: In-LoCo inspection

The stages are further detailed below.

The bid will be evaluated in terms of Regulation 4(1) of the Preferential Procurement Regulation 80/20 Preference Point system will be applied where the lowest bidder will be allocated 80 Points for price. A maximum of 20 points will be awarded for specific goals.

The following formula will be used to calculate points out of 80 for price.

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

Where

P_s = points scored for comparative price of bid or offer under consideration.

P_t = Comparative price of bid or offer under consideration.

P_{\min} = comparative price of lowest acceptable bid or offer.

The following table must be use to calculate the score out of 20 points for Specific Goals

B-BBEE Status Level of Contribution	Weighting (of 20 POINTS)	Number of points (80/20 system)
Historically Disadvantage Individuals	20%	4
Women	20%	4
Youth	20%	4
Disability	20%	4
Military Veterans	10%	2
Locality	10%	2
TOTAL	100%	20

- a) A tenderer must submit proof of its Specific Goals.
- b) A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 80 price, and scores 0 points out of 20 for Specific Goals.
- c) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
 - CSD report (must be recent within 7 days from closing date):
 - CIPRO Certificate and/or ID copies (must be certified with original stamp within 3 months from closing date of bid/quote):
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature)
 - Municipal accounts or proof of address
 - Letter from Department of Military Veterans confirming status

The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

Evaluation will be conducted into the following stages:

25.1 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: **NON-NEGOTIABLES (a – l)**

- a. Bidders must attend the **Compulsory Bid Briefing & Information Meeting** and record as such in the Attendance Register. It is the bidder's responsibility to ensure that he/she fills in the attendance register before departing from the venue. Department of Health officials will use the signed Bid Briefing Attendance Register to check attendance of the bidders.
- b. 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.
- c. A bidder must submit a valid Director's registration of new PSIRA certificate. Only certified copies of this will be accepted.
- d. **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.**
- e. **The bid price must include mandatory overhead cost.**
- f. A bidder must submit a valid **letter of Good Standing** issued by PSIRA.
- g. A bidder must submit, from the Department of Labour, a valid **COIDA** (Compensation of Injury on Duty) Letter of Good Standing OR Public Liability certificate from insurer.
- h. A bidder must submit, from the Department of Labour, a valid certificate of compliance for UIF (Unemployment Insurance Fund).
- i. **The bidder must submit a Letter of Consent for his guards to undergo Control & Restraint Training offered by the Department of Health for "free". The letter of consent must be submitted with the Bid.**
- 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 a letter of intent of taking out insurance from the Insurance Company or Broker, and must be submitted as part of the returnable. Before resuming with the work the company must submit the insurance policy contract for this service.
- k. To promote Clothing and Textile Industry manufacturers in Eastern Cape, Service Providers must source Uniform for Security Guards from local manufacturers based in the Eastern Cape.
- l. Bidder must have a minimum of 2 years Company experience within Psychiatric Hospitals/Regional /Tertiary Hospitals and listed 72 District Hospitals.
(Submit client reference forms attached on the bid document).

FAILURE TO COMPLY WITH THE ABOVE INFORMATION WILL INVALIDATE YOUR BID

- a. 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.
- b. Only 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.
- c. Service Provider must be registered with the National Treasury Supplier Database (CSD) and furnish proof of registration with the bid.

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.

25.2 Stage 2: Functionality Evaluation

Item	DESCRIPTION OF FUNCTIONALITY	Points Score	Evidence Required
Qualification of the Key Personnel	Qualification of the Site Manager	25	Certified copies of certificates
	Unqualified Site Manager: Matric with no other qualification	5	
	Qualified Site Manager: Matric with recognised accredited certificates and courses in Security Management, Risk Management	15	
	Qualified Site Manager: National Diploma in Security Management or Policing or Risk Management or related appropriate Diploma.	25	
Experience of the Key Personnel	Experience of the Site Manager within Psychiatric Hospitals/Regional /Tertiary Hospitals and listed 72 District Hospitals	25	Client Reference form from previous and current employer (Use the attached form, and no points will be allocated for use of different format)
	No Experience or less than 2 years	0	
	Minimum Experience 2-3 years	5	
	Medium Experience 4-5 years	15	
	Maximum Experience 5+ Years	25	
	TOTAL	50	

- A bidder that scores less than **30 points** out of **50** 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 price evaluation.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

25.3 Stage 3: Price and B-BBEE Points

25.4 Stage 4: 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 following will comprise in the In-Loco Inspection:

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. During this visit the following will be verified:
- An inspection of random Pay Slips to confirm prescribed minimum Gazetted rates as per sectoral determination 6 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 ensure 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 Liability Insurance e.g. Dept of Labour (COIDA) OR Public Liability to cover theft or damage to assets of the Department.

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:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments:

.....

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

F. Fax No. G. E-mail:

This signed aton thisday of 2023

***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)

PROJECT REFERENCE**PROJECT REFERENCE RETURNABLE 2 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:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

- B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments:

.....

.....

.....

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

F. Fax No. G. E-mail:

This signed at on this day of 2023

***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)

PROJECT REFERENCE**PROJECT REFERENCE RETURNABLE 3 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:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

- B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments:

.....

.....

.....

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

F. Fax No. G. E-mail:

This signed aton thisday of 2023

***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)

PROJECT REFERENCE: SITE MANAGER
SITE MANAGER REFERENCE RETURNABLE 1 OF 3

Project Title:	
Bid No:	

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

I, _____ (name & surname)

_____ (company name)

_____ (designation in company)

declare that I was the recipient (client) of the stationed site manager following security services which were executed by:

_____ Name of Bidder

_____ Project Name

_____ Project Location

Commencement
Date:

Completion
Date:

Duration of the
Contract

Contract Value

No. Guards on the
Project – Grade
D&C

No. of Supervisor's
on the Project.

No. of Site
Managers on the
Project.

- A. Please score the performance of the Bidders **SITE MANAGER** on the abovementioned project by inserting "Yes" in only **one (1)** of the relevant boxes below:

^{*1 Refer to Assessment Definition}

INDICATOR	Not Effective	Partially Effective	Fully Effective	Highly Effective
Risk Management Assessment & Reporting				
Use of Computerised Applications – Word, Outlook				
Time Management				
Communication of Site Manager (English & Xhosa / Afrikaans)				
Independence of Site Manager				
Administrative and Record Keeping skills				
Report Writing Skills and Attention to Detail				
Overall Performance and Initiative				

1 ASSESSMENT DEFINITIONS

Not Effective	Partially Effective	Fully Effective	Highly Effective
Performance does not meet the expected standard for the job. The rating reveals	Performance meets some of the standards expected for the job. The assessment	Performance fully meets the standard expected in all areas of the job. The	Performance far exceeds the standard expected from a Site Manager at this level. The

that the jobholder has achieved less than fully effective job results	indicates that the job holder has achieved less than fully effective results (Partially achieved)	assessment indicates that the Site Manager has achieved minimum effective results against all of the job criteria and indicators as specified by the Client.	assessment indicates that the Site Manager has achieved better than fully effective results against all of the job criteria and indicators as specified by the Client.
---	---	--	--

- B. Would you consider / recommend the Site Manager working for the above mentioned bidder?

YES	NO

Reason:

- C. Any other comments: - (please attach a separate page if the space below is not sufficient)

- D. Your contact details:

Cellphone No:	FAX No:
Office Tel No:	
Email address:	

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

Stamped & Signed by
Referee (CLIENT)

PROJECT REFERENCE: SITE MANAGER
SITE MANAGER REFERENCE RETURNABLE 1 OF 3

Project Title:	
Bid No:	

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

I, _____ (name & surname)

_____ (company name)

_____ (designation in company)

declare that I was the recipient (client) of the stationed site manager following security services which were executed by:

_____ Name of Bidder

_____ Project Name

_____ Project Location

Commencement
Date:

Completion
Date:

Duration of the
Contract

Contract Value

No. Guards on the
Project – Grade
D&C

No. of Supervisor's
on the Project.

No. of Site
Managers on the
Project.

- A. Please score the performance of the Bidders **SITE MANAGER** on the abovementioned project by inserting "Yes" in only **one (1)** of the relevant boxes below:

*1 Refer to Assessment Definition

INDICATOR	Not Effective	Partially Effective	Fully Effective	Highly Effective
Risk Management Assessment & Reporting				
Use of Computerised Applications – Word, Outlook				
Time Management				
Communication of Site Manager (English & Xhosa / Afrikaans)				
Independence of Site Manager				
Administrative and Record Keeping skills				
Report Writing Skills and Attention to Detail				
Overall Performance and Initiative				

1 ASSESSMENT DEFINITIONS

Not Effective	Partially Effective	Fully Effective	Highly Effective
Performance does not meet the expected standard for the job. The rating reveals	Performance meets some of the standards expected for the job. The assessment	Performance fully meets the standard expected in all areas of the job. The	Performance far exceeds the standard expected from a Site Manager at this level. The

that the jobholder has achieved less than fully effective job results	indicates that the job holder has achieved less than fully effective results (Partially achieved)	assessment indicates that the Site Manager has achieved minimum effective results against all of the job criteria and indicators as specified by the Client.	assessment indicates that the Site Manager has achieved better than fully effective results against all of the job criteria and indicators as specified by the Client.
---	---	--	--

E. Would you consider / recommend the Site Manager working for the above mentioned bidder?

YES	NO

Reason:

F. Any other comments: - (please attach a separate page if the space below is not sufficient)

G. Your contact details:

**Cellphone
No:**

FAX No:

**Office Tel
No:**

**Email
address:**

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

Stamped & Signed by
Referee (CLIENT)

PROJECT REFERENCE: SITE MANAGER**SITE MANAGER REFERENCE RETURNABLE 1 OF 3**

Project Title:	
Bid No:	

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

I, _____ (name & surname)

_____ (company name)

_____ (designation in company)

declare that I was the recipient (client) of the stationed site manager following security services which were executed by:

Name of Bidder	
Project Name	
Project Location	
Commencement Date:	Completion Date:
Duration of the Contract	
Contract Value	
No. Guards on the Project – Grade D&C	
No. of Supervisor's on the Project.	
No. of Site Managers on the Project.	

- A. Please score the performance of the Bidders **SITE MANAGER** on the abovementioned project by inserting "Yes" in only **one (1)** of the relevant boxes below:

*1 Refer to Assessment Definition

INDICATOR	Not Effective	Partially Effective	Fully Effective	Highly Effective
Risk Management Assessment & Reporting				
Use of Computerised Applications – Word, Outlook				
Time Management				
Communication of Site Manager (English & Xhosa / Afrikaans)				
Independence of Site Manager				
Administrative and Record Keeping skills				
Report Writing Skills and Attention to Detail				
Overall Performance and Initiative				

1 ASSESSMENT DEFINITIONS

Not Effective	Partially Effective	Fully Effective	Highly Effective
Performance does not meet the expected standard for the job. The rating reveals	Performance meets some of the standards expected for the job. The assessment	Performance fully meets the standard expected in all areas of the job. The	Performance far exceeds the standard expected from a Site Manager at this level. The

that the jobholder has achieved less than fully effective job results	indicates that the job holder has achieved less than fully effective results (Partially achieved)	assessment indicates that the Site Manager has achieved minimum effective results against all of the job criteria and indicators as specified by the Client.	assessment indicates that the Site Manager has achieved better than fully effective results against all of the job criteria and indicators as specified by the Client.
---	---	--	--

H. Would you consider / recommend the Site Manager working for the above mentioned bidder?

YES	NO

Reason:

I. Any other comments: - (please attach a separate page if the space below is not sufficient)

J. Your contact details:

**Cellphone
No:**

FAX No:

**Office Tel
No:**

**Email
address:**

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

Stamped & Signed by
Referee (CLIENT)

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 Prices will be based on current National Bargaining Council for Private Security Sector (NBCPSS) rates and prices for year 2 and year 3 will be negotiated when new PSIRA rates are issued.

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.

2.3 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.

- ❖ **An OHS plan also need to be submitted to address the safety of the securities, FEH employees, patients, members of the community etc.**

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

Provision of Specialized Psychiatric Security Services at Fort England Hospital, Grahamstown in the Eastern Cape Department of Health for a period of 36 months

1. Background

Fort England Hospital strives to provide a high quality of forensic substance abuse treatment and general psychiatric Health Services to the South African Community in general and the Eastern Cape Province in particular.

The hospital is a 327 bed Tertiary Forensic Psychiatric Hospital with a 49 bed Maximum Security (20 beds for mentally state ill prisoners and Observation unit awaiting trial prisoners 29 beds). In addition to the in-patient services this institution renders there is also a growing out-patient's department. There are plans to open a new Child and adolescent in-patient facility in 2023/2024.

2. Problem Statement

The hospital is situated in Grahamstown within the Sarah Baartman District and provides residence and treatment to potentially violent and dangerous patients that put the staff, patients and community at risk. There have also been numerous incidents of theft of state property from the hospital.

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

3. Overall Objectives

This specification establishes the requirements of the Eastern Cape Department of Health for the appointment of a suitable Qualified and Experienced Security Service providers to provide quality security services to Fort England Hospital for a period of 36 months.

STAFFING STRATEGY

Bidders are to allow for the following staff provision: -

Managerial and Supervisory Staff Requirements.	Bidders are to allow for the provision of all new Managerial and Supervisory staff <ul style="list-style-type: none"> • Site Manager – Grade B • Supervision – Grade B
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.

The Department reserves the right to reduce the number of guards during the contract as we implement the electronic security system.

PART 4
TECHNICAL SPECIFICATION

Bid No.	SCMU3-23/24-0215-FEH
Bid Description	Provision of Specialized Psychiatric Security Services at Fort England Hospital, Grahamstown in the Eastern Cape Department of Health for a period of 36 months.

DETERMINING THE SPECIFICATION

The minimum specification is listed as follows:

1. REQUIREMENTS

To deliver and render a specialised psychiatric security service to the Department of Health, Fort England Hospital.

- 1.1 Fort England Hospital, York Street, Grahamstown, 6139
- 1.1.1 **One (1) Grade B Security Officer** to perform the duties of a Site Manager seven (7) days per week including Public Holidays.
- 1.1.2 **Four (4) Grade B Security Officers** to perform the duties of Site Supervisors seven (7) days per week including Public Holidays per Management Posting Schedule:
 - 1.1.2.1 Two (2) guards working from 05h30 to 17h30
 - 1.1.2.2 Two (2) guards working from 17h30 to 05h30
- 1.1.3 **Sixty-nine (69) Grade C Security Officers** to perform the Duties of Security Guards seven days per week including public holidays per Management Posting Schedule.
 - 1.1.3.1 Forty-five (45) guards working from 05h30 to 17h30 DAY
 - 1.1.3.2 Twenty-nine (29) guards working from 17h30 to 05h30 NIGHT

POSTING AREA	GUARD GRADE	NO DAY	NO NIGHT	TOTAL REQ	RADIO REQ	VEHICLE REQ.
GENERAL HOSPITAL [41]						
Control Room [Supervisor]	B	1	0	1	1 Hand	Digital Camera / Cellphone
Main Gate [Supervisor]	B	1	1	2	1 Hand	
Control Room	C	1	2	3	1 Hand	
Main Gate	C	3	2	5	1 Base	
Ward A – Physical	C	1	1	2	1 Hand	
Ward A – Neuro	C	1	1	2	1 Hand	
Substance Abuse Unit	C	1	1	2	1 Hand	
Child and Adolescent Unit	C	3	2	5	1 Hand	
Ward C	C	3	2	5	1 Hand	
Ward D (FEMALES ONLY)	C	2	1	3	1 Hand	
Ward E	C	1	1	2	1 Hand	
Ward F	C	2	1	3	1 Hand	
OT Projects	C	2	0	2	1 Hand	
Patrols	C	1	1	2	1 Hand	1 x off road Motorbike / quad bike

POSTING AREA	GUARD GRADE	NO DAY	NO NIGHT	TOTAL REQ	RADIO REQ	VEHICLE REQ
Escourts	C	1	1	2	1 Hand	
Sub-Total		24	17	41		
HIGH RISK COMPLEX [16]						
Ward G	C	3	2	5	2 Hand	
Ward H	C	3	2	5	2 Hand	
Gate Entrance	C	1	1	2	1 Hand	
Reaction Units & Patrol	C	2	2	4	2 Hand	1 x Sedan
Sub-Total		9	7	16		
MAXIMUM SECURITY (MSU) [17]						
MSU Supervisor	B	1	1	2	1 Hand	
Front Door [FEMALE]	C	1	0	1	1 Hand	
Patient Court Yard	C	4	2	6	1 Hand	
Clinical Consults	C	4	1	5	1 Hand	
Control Room	C	1	1	2	1 Hand	
Control Gate	C	1	0	1	1 Hand	
Sub-Total		12	5	17		
TOTAL		45	29	74		

1.2 **Total Security Officers for Fort England Hospital: Seventy four (74) i.e. Forty-five (45) Day shift and Twenty-nine (29) Night shift.**

1.3 **Total Radio Requirements:** Fort England Hospital require 1 base radio and 1 radio per building where security guards have been posted.

1.4 **Total Vehicle Requirements:** Fort England Hospital require 1 x passenger vehicle for patrol and response purposes and 1 x off road Motorbike / quad bike (4-wheeler) for fencing and perimeter patrols.

2. OBJECTIVES

2.1 To ensure the safety and security of the Eastern Cape Department of Health Staff, Patients, Visitors and their respective personal property, as well as the security measures of Fort England Hospital as required and changed from time to time.

2.1. Profile of Security Officers:

2.1.1. Must be South African Citizen;

2.1.2. Private Security Industry Regulating Authority (PSIRA) registration of allocated Security Officers must be submitted to the Operations Manager for approval before posting of any Security Officer;

2.1.3. Minimum Grade 10 Qualifications for Guards;

2.1.4. Minimum Grade 12 and for Supervisors;

2.1.5. Minimum recognised post school qualification in Security and Risk Management or Equivalent for Supervisors;

2.1.6. All Officers must be able to work independently;

2.1.7. All Officers must be able to communicate as minimum in the Business Language being English;

2.1.8. Must be Physically Fit;

2.1.9. Must be strong enough to physically restrain & remove persons identified;

2.1.10. Be assertive enough to enforce security measures and regulations;

- 2.1.11. Command Respect and not be influenced;
- 2.1.12. Practice and respect Batho Pele Principles in a patient, centred approach.

2.2 Profile of Control Room Operators

- 2.2.1 Minimum Grade 12 Senior Certificate, registered as Grade C Security Officer, Certificate in Control Room monitoring.
- 2.2.2 Previous experience as a Control Room Operator (Minimum of 2 years).

3. DUTIES

- 3.1. Detailed activities to be carried out for each post will form the basis of a site procedure manual at each post.
- 3.2. These Job Descriptions will include procedures to follow.
- 3.3. The Security objectives for each job must be clearly defined and will form the basis of deciding on the key result areas for each job.
- 3.4. Reflect responsibilities clearly defined according to Job Description for the specific area.

3.5. Duties of Control Room Operators:

- 3.5.1 Ability to operate technical CCTV equipment as an operator.
- 3.5.2 Understanding the difference in Cameras and their respective Abilities; Ability to operate, enroll and change permissions on a Biometric Access Control System; Reporting of Faulty Equipment and Lost Camera Signals.
- 3.5.3 Tagging, locking files and backing up incidents on the computer system; Maintaining an accurate OB register which related to electronic tagged incidents.
- 3.5.4 Providing Statistics to the Security Manager. Report Writing Skills; Understand Control Room norms and standards relating to the control room. A Detailed and defined job description will be supplied and placed at the Control Room.

4. GUARDING

- 4.1. Protecting people and property against the harmful actions by word or deed of other parties.
- 4.2. The vigilant and, if necessary the protection of property and personnel against any attempt by any person to unlawfully enter the premises of the Eastern Cape Department of Health, Fort England Hospital.
- 4.3. Patrolling must be specified by the service provider e.g. (the service must stipulate the resources that will be used in order to conduct patrolling).

4.4. PATROLLING

- 4.4.1. A proactive method of observing the environment for any form of security threat or other hazard (e.g. Safety Hazards which have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of utmost importance.
- 4.4.2. Patrolling can either be done by displaying high visibility to dominate the area or in an undercover manner.

4.5. PURPOSE OF PATROLLING

- 4.5.1. To ensure that all vulnerable points frequently be visited to maintain security against intrusion by any unauthorised person.
- 4.5.2. To check for intruders, to identify strangers and ascertain their rights to be present in that particular area, zone, or building.
- 4.5.3. To check the perimeter fences and security lighting and to ensure that it is 100% operational, respond to alarms within 5 minutes.
- 4.5.4. Physical Problems and risk such as long grass, trees, overgrowing, overhanging fences, material being stacked against fences etc. Logical risk.
- 4.5.5. Check all outdoors, windows, and gates are secured at each patrol pass.
- 4.5.6. A physical examination at each point is required.

- 4.5.7. To check for actual and potential fire hazards outside and inside buildings and areas.
- 4.5.8. To check for potential safety hazards and report problems.
- 4.5.9. To ensure the safety of all keys entrusted to the patrol.

4.6. **PATROL METHODS**

- 4.6.1. Patrols must be conducted in a methodical and conscientious manner.
- 4.6.2. The Security Officers on patrol must be given clear and concise instructions as to their duties and how the patrol is being performed.
- 4.6.3. The extent and timing of the patrols should be intelligently varied and must not form a routine.
- 4.6.4. If possible, the persons on patrol must report their position from time to time.
- 4.6.5. Eastern Cape Department of Health Employees must identify themselves by recognised methods of identification whilst on the premises. If such staff cannot identify themselves, then they must be treated as if they are visitors and will therefore be required to sign in the visitors register.
- 4.6.6. Fort England Hospital is a gun-free zone; therefore no persons are allowed to bring any dangerous weapons (e.g. fire-arms; alcohol) onto the premises. Only SAPS and Correctional Services are exempted to carry fire-arms on official business.
- 4.6.7. Nobody will be allowed to carry out any activity on the premises that is prohibited by the Hospital Management. No photographs to be taken without the express prior approval by Chief Executive Officer.
- 4.6.8. Patrolling to be conducted in accordance with requirements and daily reports indicating patrols conducted must be furnished to the Operations/Facility Manager with evidence.

4.7. **VEHICLE CONTROL**

- 4.7.1. Security Officers should exercise the Control of Access to Public Premises and Vehicles Act, 53 of 1995 together with Institutional Access Control Policies in an efficient and effective manner.
- 4.7.2. According to the Act, "No Person shall without permission of an authorised officer enter or enter upon any public premises or any public vehicle in respect of which a direction has been issued under subsection (1)(b); and for the purpose of granting of that permission by an authorised officer may require of that person that he/she:
 - 4.7.2.1. Furnish his name, address and any other relevant information required by the authorised officer;
 - 4.7.2.2. Produce proof of his identity to the satisfaction of the authorised officer;
 - 4.7.2.3. Declare whether he has any dangerous object in his possession or custody or under his control;
 - 4.7.2.4. Declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control; and show the contents to him;
 - 4.7.2.5. Subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or any other apparatus to determine the presence of any dangerous object;
 - 4.7.2.6. Hand to an authorised officer anything which he has in his possession or custody under his control for examination or custody until he leaves the premises or vehicle."
- 4.7.3. Keep updated vehicle register, check for signed Trip Authorisation and record vehicular usage on exit and return to the institution.
- 4.7.4. Fort England Hospital employees must present their individual identity cards and their vehicles must display the Fort England Hospital Vehicle Access Disk. If they do not have this disk then they must sign the register to gain entry to the facility.

NB – "any one gender referred to in the above-mentioned paragraphs include the other gender"

4.8. **ACCESS CONTROL**

- 4.8.1. To ensure that no unwanted or unauthorised persons enter the premises or part of the premises:
 - 4.8.1.1. Contractors, visitors and students must be requested to sign the visitors register and issued with a visitor's card.
 - 4.8.1.2. All appointments, especially media to be announced to management (Hospital will inform security of special events).

- 4.8.1.3 Nobody will be allowed to carry out any activity on the premises that is prohibited by the Hospital Management or that the Hospital Management is not aware of.

4.9 **SEARCHING**

- 4.9.1 To ensure that people and vehicles leaving the premises do not remove property of the Eastern Cape Department of Health in an unauthorised way.
- 4.9.2 Searching of vehicles must be done in terms of the Eastern Cape Department of Health's Search Policy and applicable required hospital standard.

4.10 **TASKS**

- 4.10.1 Exercise strict control over ALL visitors.
- 4.10.2 Control over motor vehicle parking on the premises, especially those vehicles parked in the vicinity of the entrance and Maximum-Security Unit which may obstruct vehicles / others or pose a security risk.
- 4.10.3 Removal of any unruly or abusive persons from the premises.
- 4.10.4 Protection of Personnel, visitors and property.
- 4.10.5 React on Alarms on in-house and outsourced alarm monitors. Contact SAPS through the control room.
- 4.10.6 Confront all suspected persons and determine whether they are authorised to be on the premises.
- 4.10.7 Act whenever schedule 1 offences are committed or about to be committed (incidents where it is not necessary to call in the SAPS).
- 4.10.8 Control unauthorised removal of Eastern Cape Department of Health property, Fort England Hospital from the premises.
- 4.10.9 Ensure that everything that must be locked after hours is locked.
- 4.10.10 Ensure that all alarms have been activated.
- 4.10.11 Removal of vagrants from the building will form part of the security function.
- 4.10.12 The Service Provider will ensure that appropriately trained Security Officers take reasonable action to apprehend, restrain, detain and or take other reasonable action as is appropriate in respect of any person who is in the act of committing or is about to commit an offence or any type of disruption or disturbance, and that such Security Officers use a minimum degree of force.
- 4.10.13 Key Policy to be adhered to as per the hospitals' standard operating procedure and Key Policy.

4.11 **SECURITY OFFICERS SHALL REPORT TO THE CONTROL ROOM IMMEDIATELY**

- 4.11.1 Any observed damage or interference to physical security protective measures e.g. perimeter fencing, structures, doors, locks etc.
- 4.11.2 Any observed damage to any property e.g. graffiti, damage to cars etc.
- 4.11.3 Any observable water, steam, gas, oil, electrical and medical gas breakdowns without imposing any particular obligation to inspect or search for such breakdowns.
- 4.11.4 Secure any doors or windows left open in vacated locations without apparent reason which may present a security risk and switch off lights that are not required.
- 4.11.5 Ensure that all firefighting equipment remains in designated locations and is not interfered with to prevent immediate use and that fire exits are not obstructed. This includes using fire hoses to wash vehicles.
- 4.11.6 Escort from the site any loiterers, travellers, hawkers or any persons who do not have a bona fide reason to be on the site.
- 4.11.7 The Service Provider shall ensure that all Security Officers shall attend and provide whatsoever assistance necessary to all reports on fire in any areas of the site as directed by the Operations/Facility Manager or Health & Safety Officer; and this shall include but not limited to:
- 4.11.7.1 Carrying and responding to fire alarms;
- 4.11.7.2 Reporting blocked Fire Access routes to gathering points;
- 4.11.7.3 Assisting Hospital and / or the authorised official staff in limiting unauthorised access to the scene of a fire;
- 4.11.7.4 Assisting in the evacuation of the affected areas in the event of fire, under direction of the nominated departmental representative;
- 4.11.7.5 Liaising with external emergency agencies as part of its response in relation to an incident.

- 4.11.7.6 At the Main Control Room of the company to which the guards are linked, there should be a backup generator or system available to prevent connection failure in case of load shedding / power failure so that Security Guards or Fort England Hospital staff be able to still communicate with the Main Control Room of the Security Company.**

NOTE

- 4.11.8** When a life-threatening situation develops, it is the main task of the security personnel to protect the patients; personnel and the property of Fort England Hospital.
- 4.11.9** The CEO or his office at the day should be informed of any life-threatening situation at all times.
- 4.11.10** Communication channels will be through the appropriate managers on a particular shift and all serious incident require reporting to the Operations/Facility Manager and respective unit manager, if applicable, at all times.

5 SERVICE PROVIDER

- 5.1.1** Particulars of Security Officers to be deployed at the site:
- 5.1.1.1** The Service Provider must complete the form of particulars of the Security Officers to be employed / stationed at Fort England Hospital as set out by the Department of Community Safety (one) 1 week before commencement of the contract. The Service Provider should ensure that OHS Plan is in place and approved before commencement of the contract.
- 5.1.1.1** The Service Provider must make all staff that is to be deployed at the site available for onsite training before the commencement of the contract. The training will not take longer than 1 day and will be communicated by the Operations Manager.
- 5.1.1.2** The Service Provider shall ensure that Security Officers are rotated as agreed by Fort England Hospital Management.
- 5.1.1.3** The service provider and their staff members will be subject to Security Clearance which will be conducted by the State Security Agency (SSA) facilitated through the Eastern Cape Department of Health Security Services Directorate or the Department of Community Safety.
- 5.1.1.4** All security officers must be trained before placed on site.
- 5.1.1.5** The service provider will provide accommodation for its staff member/s requested to accompany patients local, provincially and nationally that are being transferred or conveyed to other Health Institutions or Government Facilities. This includes the guarding of patients being admitted or detained in other health facilities, with no real apparent time limit.

6 CONDUCT OF SECURITY STAFF

- 6.1** The Code of Conduct for Security Officers as per Act 56 of 2001 of the Private Security Industry Regulating Authority shall apply.
- 6.2** The Eastern Cape Department of Health expects the highest possible standards of conduct from the security officers. Apart from the fact that security Officers must always be alert, vigilant and professional in their approach, bearing and actions, deviations from the code of conduct as prescribed by PSIRA will be regarded as extremely serious and may be regarded as sufficient reasons to ask the Service Provider to remove the guilty person from the site.
- 6.3** The security official responsible for apprehending any person/staff member for any criminal activity shall testify at disciplinary hearings. Staff apprehended for theft or unauthorised possession of property must be managed according to the Fort England Hospital or Eastern Cape Department of Health Standard Operating Procedure [SOP].
- 6.4** At no stage are security officials allowed to engage with patients in assisting to bathe, shower, clothe or eat. The functions of nursing are clear and unambiguous; and any Security Officer found to be performing nursing duties shall be reported to the Security Provider and the Security Provider will be requested to remove the security officer from site.
- 6.5** No security officer will operate and use their private cell phones whilst on duty and will only be tolerated in exceptional cases of emergency. It is expected that the service provider will take corrective actions in this regard.

6.6 The Eastern Cape Department of Health shall not expect or instruct Security Officers to perform any task not related to his/her security function or which may be detrimental to the security officer's safety and health; OR is beyond his/her strength or competence OR which may have a negative effect on his /her status and dignity.

6.7 **Legal Rights, Functions and Obligations:**

6.7.1 All Security Officers must be conversant with their legal rights and obligations regarding the laws mentioned hereunder:

6.7.1.1 **Control of Access to Public Premises and Vehicles Act (Act 53 of 1985)** as amended:

6.7.1.1.1 The Security Officer is authorised and must apply and enforce entrance and egress control in terms of Section 2, 3 and 4 of this Act.

6.7.1.2 **Criminal Procedure Act 1997 (Act 52 of 1997)** as amended:

6.7.1.2.1 Security Officers may exercise their right in terms of Section 42 to arrest anybody who commits or attempts to commit in his/her presence or whom he/she reasonable suspects of having committed an offence referred to in Schedule 1 of the Criminal Procedure Act. Before informing SAPS the security must alert Fort England Hospital's Management.

6.7.2 Security Officers must be aware of Chain of Evidence and principles.

7 **THERAPUTIC SECURITY FOR MENTAL HEALTH:**

7.1 Security Officers will be trained on control and restraint methodologies used in Mental Health Environments.

7.2 Security Officers will be aware of the type of ward they are posted to and the unique ward security measures specific to the type of Mental Health i.e. Acute, Forensic, Chronic, Medical wards. Each type have its own challenges and behavioural indicators.

7.3 The Security will observe that Fort England Hospital is a Multi-Disciplinary Mental Health Care Facility; and that although risk exists emphasis needs to be placed in stratifying patient's according to risk profile and that the security provider and its officers presence creates a safe environment but imposes minimum necessary restrictions and intrusions. The Forensic Mental Health Services are different though and require full spectrum security and barriers.

8 **VIOLENCE AND THREAT MANAGEMENT**

8.1 Violence and threat levels are categorised as follows:

GRAVENESS OF VIOLENCE	BEHAVIOUR	APPROPRIATE PHYSICAL RESPONSE
High – Code 1 RED	Murder, Stabbing penetrating the body; Skull Fractures; Strangulation; Penetrative Sexual Assault; Torture; Poisoning; Suicide, etc.	Call SAPS Immediately Apprehend suspect Call Risk Manager Call Unit Manager, Call CEO Take photographs
Medium – Code 2 AMBER	Use of Weapons to Injure; Arson; Fractures, Sexual Assault; Threats to Kill; Unprotected industrial action; Intimidation, Theft, etc.	Call SAPS within an hour; Apprehend suspect, if applicable Take Photographs
Low – Code 3 GREEN	Assaults causing bruising; self-harm; Protected Industrial Action; etc.	Call Security Manager, Call Risk Manager; Take Photographs

8.1.1 On all of the above Risk items it is a requirement for the Security Manager to write a conclusive investigation report within 10 days of the incident. The Security Manager will inform the Delegated official through the completion of a prescribed incident report within 24 hours of the incident taking place. All incidents must be accompanied by printed photographs attached to incident and investigation reports.

9 ADMINISTRATION

- 9.1.1 All onsite administration shall be done in accordance with the Service Level Agreement between the Eastern Cape Department of Health and the Service Provider.
- 9.2 The Service Provider must supply their Site Manager with all Office Equipment and Automation expected to operate an effective site office. This includes but not limited to: Up to Date Computer; Printer; Scanner; Fax Machine; Stationary; Telephone; Internet Services; Company Email. It is expected that the Site Manager will be administratively sound in the operation of the aforementioned equipment and office procedures.
- 9.2.1 **The Security Manager will take instruction from the Delegated Official responsible for Security & Risk Management.**
- 9.3 The Security Manager shall supply the Department with Statistics on a monthly basis which must be contained in a monthly written report. Terms of reference shall be determined and changed from time to time so as to achieve best information and risk management practices.
- 9.4 Fort England Hospital will provide the Service Provider with approved Templates for use in relation to reporting incidents, conducting inspections, investigations, evening inspections, vehicular control and visitor control.
- 9.5 **Business Continuity Planning**
The service provider shall develop a 24/7/365 – Business Continuity Plan (contingency plans for Fort England Hospital approval) for eventualities that include but might not be limited to:
- **Community unrest**
 - Employee strike action (DOH);
 - Employee illness;
 - Employee death / disability;
 - Patrol vehicle breakdown;
 - Quad bike breakdown;
 - Taxi strike, fire and other natural disasters that compromise employee ability to get to work.
- 9.6 **Standard arrest procedures SAPS relations**
The service provider shall ensure that all Security personnel are familiar with standard arrest procedure and local authority security regulations. To this end the service provider is to establish a normal relationship with the SAPS.

The service provider will on behalf of the Fort England Hospital, coordinate quarterly meetings with the SAPS, develop a standard agenda and maintain minutes approved by the Fort England Hospital for these sessions.

10 INCIDENT REPORTING

- 10.1 The service provider shall implement and maintain systems and procedures to report, record and collate all security incidents (including but not limited to criminal offences) correctly, accurately and of a quality suitable for submission in a Court of Law or other Tribunal or Judicial Forum.
- 10.2 A written report containing all incidents shall be submitted to the Delegated Official responsible for Security & Risk Management and respective Division Manager on incident occasion and within 24 hours of the incident taking place. A verbal report to the above officials shall take place or within 1 hour of an incident taking place. In cases of urgency and emergency or criminal incidents reporting must take place within 5 minutes.
- 10.3 Where a crime has been committed or where a crime is suspected of being committed, the service provider shall summon the Police in accordance with the departments policies for contacting and liaising with the Police.
- 10.4 Following the discovery of a criminal act the Service Provider shall preliminary investigate the incident on behalf of the institution and report all findings immediately to the Delegated Official responsible for Security & Risk Management. The Delegated Official will report the matter further to the Hospital Executive Management where after a decision will be made as a closure of the incident.

11 **CRIME PREVENTION**

- 11.1 The Service Provider in consultation with the Delegated Official responsible for Security & Risk Management develop, implement and maintain action plans to deal with serious crimes which may occur at the site, including but not limited to terrorism, vandalism, theft, serious assault (including sexual assault) on their property.
- 11.2 The Service Provider shall promote security and safety consciousness of all staff through the development and dissemination of security and safety information through a variety of media, including but not limited to Posters, pamphlets etc.. Note all media must first be approved by the Chief Executive Officer prior to distribution.

12 **MINIMUM SERVICE AIDS FOR EVERY GUARD**

- 12.2 Every Security Officer posted in an area at Fort England Hospital shall at all times wear and carry the following items:
- 12.2.1 Baton
 - 12.2.2 Handcuffs (only in public areas)
 - 12.2.3 Pocket Book & working Pen
 - 12.2.4 Identification Card with Photo, Name, Identification Number, PSIRA Number
 - 12.2.5 Torch (at night)
 - 12.2.6 Whistle
 - 12.2.7 Occurrence Book (at each Building)
 - 12.2.8 Two-way radio (per Radio Requirements above)
 - 12.2.9 Metal detector (at the Main Gate and Maximum Security Unit)

13. **MINIMUM UNIFORM**

- 13.1 Every Security Officer posted in an area at Fort England Hospital shall at all times wear the standard Security Guard Uniform which comprise of the following Clothing items:
- Shirts
 - Uniform hats / berets
 - Socks
 - Pair of trousers / skirts
 - Jerseys
 - Rainsuits
 - Safety shoes
 - Bomber jackets / blazers

**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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language

- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

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

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. 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.
- 21.2 without the application of penalties.

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

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

**23. Termination
for default**

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

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

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

**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).

Part 5 - Schedule B
Pricing Schedule (Non-Firm Pricing)

NAME OF BIDDER:

BID NO.: **SCMU3-23/24-0215-FEH**

CLOSING TIME 11:00 ON

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

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

DESCRIPTION		No of Guards	Unit Price per Grade/month	Total Amount per month
GRADE B	DAY	3		
GRADE B	NIGHT	2		
GRADE C	DAY	42		
GRADE C	NIGHT	27		
Direct Cost per month (excluding VAT)		R		
Overheads Cost per month (excluding VAT)		R		
Total cost per month (Direct & Overhead costs excluding VAT)		R		
Patrol services (per month)		R		
Total cost per month (Direct, Overheads & Patrol services excluding VAT)		R		
Total cost per month (Non-Standard Equipment costs excluding VAT)		R		
VAT@ 15%		R		
Total cost per month (Direct, Overhead, Patrol & Non-Standard Equipment costs including VAT)		R		
Total Cost for 36 months (Direct, Overhead, Patrol & Non-Standard Equipment costs including VAT)		R		

- Required by: **Eastern Cape Department of Health**
- At: Fort England Hospital

Part 5 - Schedule C
Declaration of Interest

SBD 4

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 D
Qualifications and Experience

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

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

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.

Part 5 – Schedule E
Organisational 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 F
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 G
Details of Supplier's nearest 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 H
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: **PROVISION OF SECURITY SERVICES AT FORT ENGLAND HOSPITAL, GRAHAMSTOWN IN THE EASTERN CAPE, DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS**

Name of bidder: _____

Bid Number: **SCMU3-23/24-0215-FEH**

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

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

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule I
Preference Points Claim Form

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).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

HISTORICALLY DISADVANTAGED INDIVIDUALS OWNERSHIP (South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) of the Constitution of the Republic of SA, 1993 (Act 200 of 1993))	20% (2)	20% (4)		
WOMEN OWNERSHIP (CIPRO certificate and/or ID copies of Directors must be certified with original stamp)	20% (2)	20% (4)		
YOUTH OWNERSHIP (CIPRO certificate and/or ID copies must be certified with original stamp)	20% (2)	20% (4)		
DISABILITY OWNERSHIP (Medical Certificate / Doctor's medical report)	20% (2)	20% (4)		
MILITARY VETERANS OWNERSHIP (Letter of Dept of Military Veterans)	10% (1)	10% (2)		
LOCALITY OWNERSHIP (Municipal account / Lease Agreement to show proof of address)	10% (1)	10% (2)		
TOTAL	100	20		

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 TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

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