NDOH 18/2019-2020

Appointment of a Service Provider to render security services to the National Department of Health for a period of 36 months.

Validity Period: 120 Days

Compulsory Briefing Session

Date: 06 August 2019
Time: 10:00-11:00

Venue: National Department of Health
Civitas Building; c/o Thabo Sehume and Struben streets; Pretoria.
## PART A
### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH.

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>NDOH 18/2019-2020</th>
<th>CLOSING DATE:</th>
<th>26/08/2019</th>
<th>CLOSING TIME:</th>
<th>11:00</th>
</tr>
</thead>
</table>

**DESCRIPTION**
Appointment of a service provider to render security services to the National Department of Health for a period of 36 months.

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX Situated AT (STREET ADDRESS)**
National Department of Health; Civitas Building; c/o Thabo Sehume and Struben Streets; CBD Pretoria.

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>CONTACT PERSON</th>
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<tr>
<td>TELEPHONE NUMBER</td>
<td>TELEPHONE NUMBER</td>
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<tr>
<td>FACSIMILE NUMBER</td>
<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a></td>
</tr>
</tbody>
</table>

### TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

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<thead>
<tr>
<th>CONTACT PERSON</th>
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<td>TELEPHONE NUMBER</td>
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<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:tenders@health.gov.za">tenders@health.gov.za</a></td>
</tr>
</tbody>
</table>

### SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>CODE</td>
<td>NUMBER</td>
</tr>
<tr>
<td>CELLPHONE NUMBER</td>
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<tr>
<td>FACSIMILE NUMBER</td>
<td>CODE</td>
<td>NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
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</table>

### TAX COMPLIANCE

| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | OR | CENTRAL SUPPLIER DATABASE No: |
|-----------------------------|-----------------------------|-----------------------------|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] |
| □ Yes | □ No | Yes | 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]

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
<td>□ No</td>
</tr>
</tbody>
</table>

[IF YES ENCLOSE PROOF] [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<table>
<thead>
<tr>
<th>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</th>
<th>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</th>
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<tbody>
<tr>
<td>□ YES</td>
<td>□ NO</td>
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</tbody>
</table>

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<thead>
<tr>
<th>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</th>
<th>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</th>
</tr>
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<tbody>
<tr>
<td>□ YES</td>
<td>□ NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ YES</td>
<td>□ NO</td>
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</tbody>
</table>
## PART B
### TERMS AND CONDITIONS FOR BIDDING

<table>
<thead>
<tr>
<th>1.</th>
<th>BID SUBMISSION:</th>
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<tbody>
<tr>
<td>1.1</td>
<td>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</td>
</tr>
<tr>
<td>1.2</td>
<td>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</td>
</tr>
<tr>
<td>1.3</td>
<td>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.</td>
</tr>
<tr>
<td>1.4</td>
<td>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>2.</th>
<th>TAX COMPLIANCE REQUIREMENTS</th>
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<tbody>
<tr>
<td>2.1</td>
<td>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</td>
</tr>
<tr>
<td>2.2</td>
<td>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.</td>
</tr>
<tr>
<td>2.3</td>
<td>APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</td>
</tr>
<tr>
<td>2.4</td>
<td>BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</td>
</tr>
<tr>
<td>2.5</td>
<td>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</td>
</tr>
<tr>
<td>2.6</td>
<td>WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</td>
</tr>
<tr>
<td>2.7</td>
<td>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.</td>
</tr>
</tbody>
</table>

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

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

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

Name of Bidder……………………………………………………………Bid number: NDOH 18/2019-2020

Closing Time 11:00  ……………………………………………………. Closing date: 26 August  2019.

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
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- Required by:  
- At:  
- Brand and model  
- Country of origin  
- Does the offer comply with the specification(s)?  *YES/NO  
- If not to specification, indicate deviation(s)  
- Period required for delivery  
- Delivery:  *Firm/not firm

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

*Delete if not applicable*
PRICE ADJUSTMENTS

A  NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

   \[ Pa = (1 - V)Pt \left( \frac{R_1 t}{R_1 o} + \frac{R_2 t}{R_2 o} + \frac{R_3 t}{R_3 o} + \frac{R_4 t}{R_4 o} \right) + VPt \]

   Where:

   \( Pa \) = The new escalated price to be calculated.
   \( (1-V)Pt \) = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
   \( D_1, D_2, \ldots \) = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors \( D_1, D_2, \ldots \) etc. must add up to 100%.
   \( R_1 t, R_2 t, \ldots \) = Index figure obtained from new index (depends on the number of factors used).
   \( R_1 o, R_2 o \) = Index figure at time of bidding.
   \( VPt \) = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

   Index............ Dated............ Index............ Dated............ Index............ Dated............

   Index............ Dated............ Index............ Dated............ Index............ Dated............

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

<table>
<thead>
<tr>
<th>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</th>
<th>PERCENTAGE OF BID PRICE</th>
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## B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

<table>
<thead>
<tr>
<th>PARTICULARS OF FINANCIAL INSTITUTION</th>
<th>ITEM NO</th>
<th>PRICE</th>
<th>CURRENCY</th>
<th>RATE</th>
<th>PORTION OF PRICE SUBJECT TO ROE</th>
<th>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</th>
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<td>ZAR=</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</th>
<th>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</th>
<th>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</th>
<th>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</th>
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<tr>
<td>Facility</td>
<td>Term</td>
<td>Total bid Price Year 1</td>
<td>Total bid Price Year 2</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Civitas Building</td>
<td>12 months</td>
<td></td>
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</tr>
<tr>
<td>Pretoria FCL</td>
<td>36 months</td>
<td></td>
<td></td>
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<tr>
<td>Johannesburg FCL</td>
<td>36 months</td>
<td></td>
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<tr>
<td>Cape Town FCL</td>
<td>36 months</td>
<td></td>
<td></td>
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<tr>
<td>Durban FCL</td>
<td>36 months</td>
<td></td>
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<tr>
<td>MBOD/CCOD</td>
<td>36 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Bid Price (VAT inclusive)</td>
<td></td>
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</tbody>
</table>
DECLARATION OF INTEREST

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

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

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

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

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

2.2 Identity Number: ..............................................................................................................................

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

2.4 Company Registration Number: ....................................................................................................

2.5 Tax Reference Number: ..................................................................................................................

2.6 VAT Registration Number: .............................................................................................................

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

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

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

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

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

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

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

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

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

2.8.1 If so, furnish particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

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

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

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

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

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

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

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

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

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

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2
   a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS

(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

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

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

(h) “proof of B-BBEE status level of contributor” means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

\begin{align*}
P_s &= \text{Points scored for price of bid under consideration} \\
P_t &= \text{Price of bid under consideration} \\
P_{\text{min}} &= \text{Price of lowest acceptable bid}
\end{align*}

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system)
--- | --- | ---
1 | 10 | 20
2 | 9 | 18
3 | 6 | 14
4 | 5 | 12
5 | 4 | 8
6 | 3 | 6
7 | 2 | 4
8 | 1 | 2
Non-compliant contributor | 0 | 0

5. **BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ……..(maximum of 10 or 20 points)

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

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: %

ii) The name of the subcontractor:

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

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

*(Tick applicable box)*

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

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

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

OR

Any EME
Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. ..........................................

2. ..........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ..........................................

ADDRESS

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

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

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

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

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

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

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

..........................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

4.4.1 If so, furnish particulars:

---

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………..  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

……………………………………….   …………………………..  
Signature   Date

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

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

___________________________________________________ _____________________  
(Bid Number and Description)

in response to the invitation for the bid made by:

___________________________________________________ ___________________________  
(Name of Institution)

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

I certify, on behalf of:__________________________________________________________that:

(Name of Bidder)

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

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

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

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Js914w 2
NOTES

The purpose of this document is to:

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

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

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

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
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 subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture, or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier’s Performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping
and countervailing
duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

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

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

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

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

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

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

33. National Industrial Participation (NIP) Programme
33.1 The NIP Programme administered by the Department of Trade and
Industry shall be applicable to all contracts that are subject to the
NIP obligation.

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or
evidence obtained by the purchaser, has / have engaged in the
restrictive practice referred to above, the purchaser may refer the
matter to the Competition Commission for investigation and possible
imposition of administrative penalties as contemplated in the
Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the
Competition Commission of the restrictive practice referred to
above, the purchaser may, in addition and without prejudice to any
other remedy provided for, invalidate the bid(s) for such item(s)
offered, and / or terminate the contract in whole or part, and / or
restrict the bidder(s) or contractor(s) from conducting business with
the public sector for a period not exceeding ten (10) years and / or
claim damages from the bidder(s) or contractor(s) concerned.
1. OBJECTIVE

The objective is to invite bids from prospective service providers for the provision of security services at the Department of Health Head Office, Forensic Chemistry Laboratories (Cape Town, Johannesburg, Pretoria and Durban), the Medical Bureau for Occupational Diseases and The Compensation Commissioner for Occupational Diseases (MBOD/CCOD) for a fixed term of Thirty-Six (36) months.

2. BACKGROUND

2.1 NDOH is committed to creating and sustaining a relatively risk-free business environment that will ensure the safeguarding of lives, the protection of privileged information and property through the Directorate: Security Services within the Corporate Services at the National Department of Health.

2.2 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); a the Minimum Physical Security Standards (MPSS); the Department of Health Security Policy and various other legislations that regulate security within the government institutions, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.

2.3 The Department is currently structured as follows:

2.3.1 Head Office (Pretoria);
2.3.2 Forensic Chemistry Laboratory Offices (Cape Town, Pretoria, Johannesburg and Durban);
2.3.3 MBOD/CCOD Office (Braamfontein)

3. SCOPE OF WORK
3.1 The contract is for the rendering of physical security services in all offices
occupied by the Department of Health.

3.2 This is a fixed term contract valid for a period of Thirty-Six (36) months from
the day of signing of the contract.

3.3 In terms of Control of Access to Public Premises and Vehicles Act 1985 (Act no
53 of 1985), the Minimum Physical Security Standards as well as Minimum
Information Security Standard (MISS) all the government institutions need to be
protected on 24-hour basis. The successful bidder (s) must provide security
officers that will render physical services on a 24-hour basis for a fixed term of 36
months.

3.4 Security officers are expected to act as authorized officers in terms of the Control
of Access to Public Premises and Vehicles Act 1985 (Act No. 53 of 1985) as
amended and perform the following functions:

3.4.1.1.1 Control access to premises taking into account access control
principles of identification, escort, authorization, recording and
searching of personnel and vehicles.

3.4.1.1.2 Patrol of premises in ensuring protection of assets (personnel,
property, visitors, beneficiaries and information);

3.4.1.1.3 Recording of all incidents in relevant registers;

3.4.1.1.4 Apply and enforce applicable Department of Health policies, systems
and procedures.

3.5 Bidders are expected to submit proposals and security specifications as reflected
in the Bid document.

4. QUANTITIES AND EXPECTED DELIVERABLES

4.1 The service provider must provide the NDoH with the number of security officers
as indicated in the table below:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Post</th>
<th>Day Shift</th>
<th>Night Shift</th>
<th>Day and Night Shift</th>
<th>Total of Security Officers</th>
<th>Fixed Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Monday to Friday</td>
<td>Monday to Friday</td>
<td>Weekends &amp; Holidays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Office, Civitas Building</td>
<td>Bophelong parking main entrance, Bloed and Struben gates</td>
<td>Female 8 x Grade C</td>
<td>Female 03 x Grade C</td>
<td>Female 04 x Grade C</td>
<td>46</td>
<td>12 Months</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Male 9 x Grade C</td>
<td>Male 04 x Grade C</td>
<td>Male 04 x Grade C</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 x Grade C Armed</td>
<td>2 x Grade C Armed</td>
<td>1 x Grade C Armed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pretoria FCL</td>
<td>Main Entrance and Parking Entrance</td>
<td>Female 1 x Grade D</td>
<td></td>
<td></td>
<td>4</td>
<td>36 Months</td>
</tr>
</tbody>
</table>
4.2 The bidders shall be bound to supply the quantities as required for the duration of the contract without any deviation.

4.3 RETURNABLES:

4.3.1.1 Project Implementation Plan outlining how the security service is going to be provided as required at all Department of Health offices; further outlining but not limited to the following details:

4.3.1.2 Operational management team;

4.3.1.3 Plans to monitor registered security officers and the frequency thereof;

4.3.1.4 Plan of action and procedures to deal with misconduct;

4.3.1.5 Training Plan outlining the types of training to be provided to registered security officers and the intervals thereof;

4.3.1.6 Contingency Plan for continued provision of security services;

4.3.1.7 Reporting mechanisms.

4.3.2 Company profile attached to the bid document;

4.3.3 Certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of the company, directors/members, and all security officers;

4.3.4 Valid PSIRA letter of good standing not older than 3 months;
4.4.2 Certified copies of identification documents in respect of company directors/members and security officers;
4.4.3 Valid Compensation for Occupational Injuries and Diseases Act Certificate;
4.4.4 Valid Unemployment Insurance Fund Certificate;
4.4.5 Valid original tax clearance certificate;
4.4.6 Public liability insurance;
4.4.7 Physical and postal addresses, contact details in terms of offices which will be providing services to the Department of Health;
4.4.8 Physical and postal addresses of headquarters and regional offices (if any);
4.4.9 Names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bid;
4.4.10 Number of security officers to be dedicated to each Department of Health offices;
4.4.11 A list of references must accompany the bid and particulars of similar contracts successfully rendered or existing contracts with a clear indication of the cash value must be furnished.
4.4.12 Bidders are further expected to provide at least three written references with regard to services currently being rendered.
4.4.13 All bidders are expected to submit the price structure and cost breakdown that cover all the sites and security specifications as reflected in the bid document.
4.4.14 Details of the fully functional security control room. The security control room must meet the following basic requirements:
4.4.14.1 Operate 24 hours;
4.4.14.2 Not shared with any other service provider;
4.4.14.3 Equipped with base radio, telephone, first aid kit, fire extinguisher, occurrence book/incident register, operating manuals for all equipment in the control room, duty roosters for security officers and employee database;
4.4.14.4 Firearms safe;
4.4.14.5 Must meet applicable legal requirements and security industry best practices.

5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER

5.1. To comply with all applicable legislations

5.2. To provide security services and to protect the Department of Health assets including personnel, information and equipment against damage, theft and vandalism.

5.3. To perform access control duties, patrol the premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any criminal activities.

5.4. To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.

5.5. To apprehend any suspicious person on the premises and to take action as mandated and required by the laws of the Republic of South Africa.

5.6. To report any suspicious action or unusual occurrence/incident to the Department of Health and the South African Police Services (SAPS).
5.7. Security officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.

5.8. To prevent persons from illegal dumping, erecting of structures on and occupying premises under the control of the Department of Health.

5.9. To monitor security threats and risks within the Department of Health’s area of responsibility and provide an early warning to facilitate proactive interventions.

5.10. The bidder shall conduct business in a courteous and professional manner.

5.11. The bidder must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations.

5.12. To maintain a 24/7 permanently staffed office/control room for the duration of the contract to enable continuous communication with the Department of Health and the bidder’s field staff. The bidder must have a functional radio control room, cellular phones for effective communication. Any bidder without a functional or fully operational control room shall be non-compliant and therefore disqualified.

6. MANAGEMENT AND SUPERVISION

6.1. The bidder must make provision for a Project Manager who shall exercise supervision of security officers and/or activities on behalf of the bidder. The Project Manager shall be a competent and responsible individual who has three (3) years’ experience in carrying out security functions at management level. Department of Health shall be notified in writing of the appointment of the Project Manager.

6.2. The bidder shall exercise adequate supervision over the service at each facility and shall be represented by a representative having full power and authority on behalf of the Project Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this bid.

6.3. The bidder shall be required to carry out proper supervision of his own personnel by means of at least two visits by an off-site supervisor per shift. The Project Manager should visit each site at least twice per week, one of which should be after hours. These visits must be recorded in the weekly report. Details of such visits shall be recorded in the occurrence book provided by the bidder and the pocket books of security personnel visited.

6.4. The bidder shall at all times be responsible for the acts and omissions of employees providing security services to the Department of Health in terms of this bid while they are acting within the course and scope of their duties and employment.

6.5. An SLA will be put in place to manage the relationship between departmental and service provider’s security officers.

7. PLACE (S) OF SERVICE DELIVERY.

7.1. Bidders to place bid for all the office and or sites specified in the bid document(s)
8. LEGAL REQUIREMENTS/ELIGIBILITY.

8.1. Bidders shall comply, but not limited to, with the following relevant legislation inclusive of any replacement/and or amendment:

8.1.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
8.1.4. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
8.1.5. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
8.1.6. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
8.1.7. The Firearms Control Act, 2000 (Act no. 60 of 2000);
8.1.8. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
8.1.9. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

SECURITY REQUIREMENTS

9. SECURITY PERSONNEL.

9.1. It is the responsibility of the bidder to ensure that security personnel in his employment meet the following requirements at all times:

9.1.1. Security officers must have at least Grade 12 and minimum Grade D PSIRA registration.
9.1.2. Supervisors must have Grade 12 and Grade C PSIRA Certificate.
9.1.3. Security officers must be able to communicate, read and write at least in English.
9.1.4. Security officers must not be younger than 18 years of age.
9.1.5. Security officers must be prepared to work 12 hours shifts.
9.1.6. Supervisors and registered security officers must have undergone and passed the formal security officers training.
9.1.7. Security officers must at all times present an acceptable image and appearance including that they shall not lounge about, smoke, eat or drink whilst attending to people.
9.1.8. Supervisors and security officers must at all times present a dedicated attitude and approach to security, which attitude and approach, inter alia that there shall be no unnecessary arguments with visitors, personnel or discourteous behaviour towards them.
9.1.9. Security officers shall have proven fire-arm competency.
10. WORKING HOURS AND RATES

10.1. Security services shall be provided (24/7) Twenty-four hours and Seven days a week.

10.2. Bidders to apply and remunerate security officers in accordance with standard rates as prescribed by the Private Security Industry Regulatory Authority.

10.3. The bidder shall acquaint itself with any relevant wage regulating measures or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of agreement.

11. ADDITIONAL / ADHOC SECURITY SERVICES

11.1. Based on security needs and operational requirements within the Department of Health, additional security services may periodically be required on an ad hoc basis such as during departmental events and other projects.

12. UNIFORM

12.1. Ensure that all security officers under this contract are provided with uniforms which state the name of the company which can be clearly distinguished from other companies. The Department of Health reserves the right to order immediate removal of a security officer who does not adhere to this arrangement. The uniform provided to security officers should consist of the following:

12.1.1. Male security officers:

12.1.1.1 Baton, Jacket, Jersey, formal trousers, shirt, formal shoes, whistle, rain suite, tie, handcuffs, pepper spray and keys.

12.1.2. Female security officers

12.1.2.1 Baton, blouse/shirt, handcuffs and keys, jacket, jersey, shoes, skirt/trousers, stockings, whistle, rain suite, tie/cravat

12.2. The service provider must provide a contingency plan in case of the strike/unrest or any unplanned eventuality that can disrupt services to the Department.

12.3. The bidder must undertake reliability checks by the State Security Agency (SSA) on the company, security officers and every director of the company or member of the close corporation prior to the signing of the contract.

12.4. To provide all equipment but not limited to the following:

12.4.1. Occurrence Book and other relevant security registers;
12.4.2. Fully operational radios;
12.4.3. Fully operational torches,
12.4.4. Pocket Book;
12.4.5. PSIRA Identification Cards;
12.4.6. Pens;
12.4.7. Handcuffs and keys;
12.4.8. Handheld metal detectors;
13. PENALTIES:

The following penalties will apply:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PENALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-way/Hand-held radio</td>
<td>R 250,00 per shift per site.</td>
</tr>
<tr>
<td>Torch/flashlight</td>
<td>R 250,00 per shift.</td>
</tr>
<tr>
<td>Handheld metal detectors</td>
<td>R 250,00 per shift per site.</td>
</tr>
<tr>
<td>Standard Operating Procedure on Site</td>
<td>R 100,00 per shift.</td>
</tr>
<tr>
<td>Uniform</td>
<td>R 250,00 per item per shift.</td>
</tr>
<tr>
<td>Raincoat</td>
<td>R 250,00 per person per shift.</td>
</tr>
<tr>
<td>Occurrence Book</td>
<td>R 500,00 per shift.</td>
</tr>
<tr>
<td>Pocket Book</td>
<td>R 150,00 per person per shift.</td>
</tr>
<tr>
<td>Pen</td>
<td>R 50,00 per person per shift.</td>
</tr>
<tr>
<td>Handcuffs and keys</td>
<td>R 250,00 per shift.</td>
</tr>
<tr>
<td>Sleeping on duty</td>
<td>R 1000,00 per person per shift.</td>
</tr>
<tr>
<td>Under the influence of alcohol and drugs</td>
<td>R 1000,00 and immediate removal.</td>
</tr>
<tr>
<td>Late posting</td>
<td>R 500,00 per cost per hour.</td>
</tr>
<tr>
<td>Short posting</td>
<td>R 1500,00 per person per shift.</td>
</tr>
<tr>
<td>Desertion of post</td>
<td>R 1500,00 per person per shift.</td>
</tr>
<tr>
<td>Falsification of entries into the occurrence book</td>
<td>R 500,00 per page on which faults were found. Removal of the Security Officer involved.</td>
</tr>
<tr>
<td>Failure to report incident</td>
<td>R 500,00.</td>
</tr>
<tr>
<td>Monthly report not received within 05 days</td>
<td>R 200,00 per company report</td>
</tr>
<tr>
<td>No Management/Supervisory visit</td>
<td>R 500,00 per site per shift.</td>
</tr>
<tr>
<td>No security refresher course (s)</td>
<td>R 100,00 per site per shift.</td>
</tr>
</tbody>
</table>

14. GENERAL CONDITIONS

14.1. The bidder shall allow its personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings as and when required.

14.2. The contract shall be terminated immediately should the successful bidder no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).

14.3. The Department of Health reserves the right to cancel the contract and to terminate the services of the service provider if the successful bidder becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder. This would enable the service provider to furnish reasons for such mishap. The service provider shall be obliged to hand over to the department all documents which are related to the contract.

14.4. The Department reserves the right to inspect the services rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
14.5. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.

14.6. The bidder shall take all possible steps to ensure that the contract and the intended execution takes place.

14.7. The Department reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.

14.8. The bidder must be available for inspection, at his headquarters and or its nearest branch, personnel files as well as all appropriate documents of all security personnel in his service.

14.9. The bidder who fails to attend the compulsory briefing session shall be DISQUALIFIED.

14.10. The successful bidder shall enter into a Service Level Agreement (SLA) with the department.

15. LIABILITY

15.1. The service provider indemnifies the department from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person, that may result from or be related to the execution of this contract.

15.2. The service provider shall be held responsible for any damage or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the department against the service provider. The Department reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its registered security officers.

15.3. In the case of the loss or damage to property resulting from providing service, the service provider undertakes to repair/rectify the damage immediately after the notification by Security Services in the department. If the service provider fails to act after such notification, the department will rectify the damages at will and the costs will be recovered from the service provider.

16. EVALUATION OF THE TENDER

The evaluation of the bids will be done as per Preferential Procurement Policy Framework Act, (Act no.5 of 2000) and its Regulations as amended, in the following:

- Phase 1A: Administrative Compliance
- Phase 1B: (Paper Based) Functional Evaluation
- Phase 1C: Site Visits Evaluation
- PHASE 2: Price and BEE Evaluations
The evaluation of the bids will be done in two stages.

The first stage will be the evaluation of bids, which consists of administrative compliance, desk-top (paper based) functionality evaluation and site visit evaluation. During this stage bids that do not meet the minimum threshold for functionality will be disqualified, and will not be considered for the second stage of evaluation (price and preference points).

The second stage of evaluation will be on the 80/20 principle, where 20 points is allocated for BEE and 80 points for price only.

16.1. **STAGE ONE: FUNCTIONALITY**

**Phase 1A – Mandatory Requirements**

Bidders must submit the following mandatory documents:

<table>
<thead>
<tr>
<th>Administrative Area</th>
<th>Complaint</th>
<th>Non-compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of company registration with CIPC. All relevant company documents that give credence to the legality of the company or association.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified copy of company registration with PSIRA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company directors’ certified copy of PSIRA registration certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PSIRA letter of good standing not older than 3 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directors’ certified copies of identity documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valid original tax clearance certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified copy of UIF certificate or letter of good standing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Copy of Provident Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully completed and signed SBD forms by the bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COIDA and UIF</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NB:** The validity period of all certified copies of documents must not exceed three months. Failure to submit the above mandatory documents may lead to disqualification of the bid.

The briefing session is compulsory and bidders who fail to attend the briefing session will be disqualified.
Phase 1B – Functional Evaluation

Bidders will be evaluated in the following manner:

<table>
<thead>
<tr>
<th>FOCUS AREA</th>
<th>WEIGHT</th>
<th>CRITERIA</th>
<th>POINTS ALLOCATION</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience in the security industry</td>
<td>20</td>
<td>Attach company profile with contactable reference of five people with five years’ experience in rendering security services.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attach at least five references from organisations that the company has rendered service to with contactable references.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0 to 1 year with the attachments of letter of awards (2)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 to 3 years with the attachments of letter of awards (4)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 to 4 years with the attachments of letter of awards (8)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 years and above with the attachments of letter of awards (10)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Security Infrastructure and Operation</td>
<td>35</td>
<td>Offices of company with Infrastructure communication radios and telephones, 24 hour operational and manned control room with offsite monitoring including demonstration and testing Emergency plan</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Patrol vehicles: Documented proof of company vehicles marked and/or unmarked vehicle</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Operational equipment: Uniform, Security aids, Registers and Safety equipment in line with specification requirement including radio licences (4)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Documentation: Records, standard operating procedures on management and control of sites. Incident reporting</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>How does the organization monitor and</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>FOCUS AREA</td>
<td>WEIGHT</td>
<td>CRITERIA</td>
<td>POINTS ALLOCATION</td>
<td>SCORE</td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td>----------</td>
<td>-------------------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ensure quality of their service? Customer satisfaction survey, Inspection visits with evidence, Customer Complaints resolution and Standard operating procedure</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The company must attach copy of firearm licence in the name of the company. List of security officers registered with a company possessing firearm competency certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Resources Available</td>
<td>20</td>
<td>Proof of availability of competent and experienced personnel (security officers, area manager and supervisor): Recruitment and selection policy of the company, Site/job specification, contract of employment and code of conduct, Screening process (Qualifications and Curriculum Vitae)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Evidence of previous staff training: Induction, Assessment records, Training certificates and attendance register</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Project Implementation Plan</td>
<td>25</td>
<td>Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the time-frames.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes, adhoc arrangements, etc.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Acquisition plan of the required security equipment and the stock control throughout the contract period</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Latest Financial Statement not older than two years</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SUB TOTAL</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>
16.2. **STAGE TWO: PRICE AND BEE EVALUATION**

Price and BEE

<table>
<thead>
<tr>
<th>Price and Preference</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>80</td>
</tr>
<tr>
<td>BBBEE Status level of contribution</td>
<td>20</td>
</tr>
</tbody>
</table>

Points awarded for BBBEE Status level of contribution bid will be evaluated for preference as follows:

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a service provider for attaining the BBBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>BBBEE Status level of Contributor</th>
<th>Number of Points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>18</td>
</tr>
<tr>
<td>3.</td>
<td>14</td>
</tr>
<tr>
<td>4.</td>
<td>12</td>
</tr>
<tr>
<td>5.</td>
<td>8</td>
</tr>
<tr>
<td>6.</td>
<td>6</td>
</tr>
<tr>
<td>7.</td>
<td>4</td>
</tr>
<tr>
<td>8.</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

Bidders must submit a BBBEE Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), or an accounting officer as contemplated in the Close Protection Act, together with the bid. Failure to submit will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.

Bidders must score a minimum of 70 points on functionality criteria evaluation. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation

**PLEASE TAKE NOTE OF THE FOLLOWING SPECIAL CONDITIONS:**

The Bid Evaluation Committee will consider PSIRA pricing structures. Bidders deviating from PSIRA pricing structures by quoting below the current year PSIRA illustrative pricing structure \((A + B + C)\) shall be deemed non-compliant and may therefore be disqualified.

Any bidder who misrepresents itself in the bidding documents shall be disqualified and blacklisted in terms of the National Treasury Practice Note 5 of 2006.
16.3. Site Inspections

**SITE INSPECTIONS**

Unannounced Site inspections shall be conducted to the physical addresses (premises) provided by the bidders in bid documents, to verify administrative and infrastructural capacity/compliance to the security industry requirements. Bidders must meet the requirements as set out in the attached Infrastructure Inspection Checklist (Annexure B) which must be completed and returned with the bid document.

NB: Bidders who score less than 70 points for functionality shall be disqualified and therefore not be eligible for further evaluation to site inspections, Price and BBBEE level of contribution.

17. BID AWARD AND CONTRACT

The contract will be concluded between the department and the successful bidder (s).

The contract period is from the date of signing the contract.

Bids must be submitted in line with any attached annexures and detailed specifications. Failure to bid accordingly shall invalidate the bid.

The Department reserves the right to award the bid to one or more service providers.

The Department reserves the right to award the bid in whole or only partial.

18. SECURITY CONTRACT ARRANGEMENT

The Directorate Security Services at Head Office will be responsible for the management of security contract. The physical address is as follows:

**Head Office**
Civitas Building
225 Struben Street
Corner Struben and Thabo Sehume Street
Pretoria
0001

19. SECURITY CONTRACT

The security contract will commence after signing the SLA. The successful service provider will be expected to provide security services for a period of 36 months, from the date of signing the SLA.

20. PAYMENT STRUCTURE

Payment will be effected on a monthly basis for the duration of the contract.
21. NON-DISCLOSURE AGREEMENT

All information disclosed concerning NDoH, its services and stakeholders which may be encountered in the course of rendering services to NDoH is confidential. Furthermore, such confidential information shall be disclosed in any form to any third party or be used for any purpose other than intended by NDoH with written permission from NDoH.

22. CONTACT DETAILS

Enquiries: Tenders@health.gov.za

Delivery Address: Ground Floor, 242 Civitas Building, Corner Thabo Sehume and Bloed Street, Pretoria, 0001.
The Director General: *NAME OF DEPARTMENT*

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

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

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

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

I/we understand that bank details provided should be exactly as per the records held by the bank.

I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name
Trading Name
Tax Number
VAT Number
Title:
Initials:
First Name:
Surname:

Address Detail

Payment Address

(Compulsory if Supplier)

Postal Code

New Detail

[] New Supplier information
[] Update Supplier information

Supplier Type:
- Individual
- Department
- Company
- Trust
- Partnership
- CC
- Other (Specify)

Department Number

53 of 54
**Supplier Account Details**

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

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
</tbody>
</table>
| Account Type | Cheque Account  
| | Savings Account  
| | Transmission Account  
| | Bond Account  
| | Other (Please Specify) |
| ID Number |  |
| Passport Number |  |
| Company Registration Number | / | / |
| *CC Registration |  |
| *Please include CC/CK where applicable |  |
| Practise Number |  |

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

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

**Contact Details**

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

**Please return to the relevant regional office that supplied the form or the following address:**

<table>
<thead>
<tr>
<th>Supplier Signature</th>
<th>Regional Office Sender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Print Name</td>
</tr>
</tbody>
</table>

**NB:** All relevant fields must be completed