INVITATION TO BID

NDOH 22 / 2016-2017

Appointment of a service provider to render security services to the Department of Health for a period of 24 months.

Compulsory Briefing Session

Venue: National Department of Health; Impilo boardroom; c/o Thabo Sehume and Struben streets; Civitas building; Pretoria.
Date: 08 February 2017 at 10:00am.
APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH FOR A PERIOD OF 24 MONTHS.

1. Kindly furnish us with a bid for the services shown on the attached forms.

2. The General Contract Conditions (GCC) as well as the attached SBD1, SBD2, SBD3.1, SBD4, SBD6.1, SBD 9, SBD 8

3. If you are a sole agent or sole supplier you indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable. This information, which will be treated as strictly as confidential is required only if the total amount involved exceeds R 500 000-00.

4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate, envelope on stipulation the following information: Name and Address of the Bidder, Bid Number and Closing Date of Bid.

5. The bid must be addressed and posted to the Director-General, Department of Health, Private Bag X 828, PRETORIA 0001, to reach the destination not later than the closing date and time or must be deposited in the entrance of the Department of Health’s, Bid box located in C/O Thabo Sehume & Struben streets, Civitas building, Pretoria at the reception of Department of Health.

Signed By:

Ms D. Tshabalala
Chief Director: Supply Chain Management
FOR: Director-General
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

If any of the following bid forms are not completed and signed or not handed in with your bid proposal on closing date and time, your proposal will be immediately disqualified.

* SBD1 (Invitation to bid) (Make sure it is signed)
* SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
* SBD 3.1 or SBD 3.2 or SBD 3.3 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
* SBD 4 (Declaration of interest) (Make sure it is signed)
* SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
* B-BBEE Status level Verification Certificate (Original or certified copy)
* SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
  SBD 9 (Bid rigging) Make sure it is signed and completed
* Please note: No tippeex is allowed. All changes must be scratched out and a signature next to each change.
* Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: NDOH 22/2016-2017 CLOSING DATE: 27/02/2017 CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider to render security services to the Department of Health for a period of 24 months.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Att: Mr. L. Makhafola

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Thabo Sehume streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

PRETORIA CITY CENTRE

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
# THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>………………………………………………………………………………………… ……………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postal Address</td>
<td>………………………………………………………………………………………… ……………………….</td>
</tr>
<tr>
<td>Street Address</td>
<td>………………………………………………………………………………………… ………………………</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>CODE……………NUMBER…………………………………………… ………………………………….</td>
</tr>
<tr>
<td>Cellphone Number</td>
<td>…………………………………………………………………………………… ……………………………</td>
</tr>
<tr>
<td>Facsimile Number</td>
<td>CODE ………… .NUMBER……………………………………… …………………………………………</td>
</tr>
<tr>
<td>E-mail Address</td>
<td>………………………………………………………………………………………… ………………………</td>
</tr>
<tr>
<td>VAT Registration Number</td>
<td>………………………………………………………………………………………… ………………………</td>
</tr>
</tbody>
</table>

**Has an original and valid tax clearance certificate been submitted? (SBD 2)**
- YES or NO

**Has a B-BBEE status level verification certificate been submitted? (SBD 6.1)**
- YES or NO

**If yes, who was the certificate issued by?**
- [tick applicable box]
  - An accounting officer as contemplated in the close corporation act (CCA);
  - A verification agency accredited by the South African Accreditation System (SANAS);
  - [or another option]

**A verification agency accredited by the South African Accreditation System (SANAS); or…...**

**A registered auditor ……………………………………...**

**[tick applicable box]**

**A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE**

**Are you the accredited representative in South Africa for the goods / services / works offered?**
- YES or NO

**[If yes enclose proof]**

<table>
<thead>
<tr>
<th>Signature of Bidder</th>
<th>………………………………………………………………………………………… ……………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>………………………………………………………………………………………… ………………………</td>
</tr>
<tr>
<td>Capacity under which this bid is signed</td>
<td>………………………………………………………………………………………… ………………………</td>
</tr>
</tbody>
</table>

**Total bid price…………………………………**

**Total number of items offered…………………………………**

---

**Any enquiries regarding the bidding procedure may be directed to:**

**Department:** National Health

**Contact Person:** Lethogonolo Makhafola

**Tel:** 012 395 8935

**Email:** Makhal@health.gov.za
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr R. Mphilo
Tel: (012) 395-9385
Email: Rudzani.Mphilo@health.gov.za

Contact Person: Mr L. Mashalane
Tel: (012) 395-8613
Email: Lehotlo.Mashalane2health.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.


6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
# Application for a Tax Clearance Certificate

## Purpose

Select the applicable option ................................................................. Tenders □ Good standing □

If “Good standing”, please state the purpose of this application

## Particulars of applicant

<table>
<thead>
<tr>
<th>Name/Legal name (Initials &amp; Surname or registered name)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading name (if applicable)</td>
<td></td>
</tr>
<tr>
<td>ID/Passport no</td>
<td></td>
</tr>
<tr>
<td>Income Tax ref no</td>
<td></td>
</tr>
<tr>
<td>VAT registration no</td>
<td></td>
</tr>
<tr>
<td>Customs code</td>
<td></td>
</tr>
<tr>
<td>Telephone no</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>E-mail address</td>
<td></td>
</tr>
<tr>
<td>Physical address</td>
<td></td>
</tr>
<tr>
<td>Postal address</td>
<td></td>
</tr>
</tbody>
</table>

### Code

- PAYE ref no 7
- SDL ref no L
- UIF ref no U

## Particulars of representative (Public Officer/Trustee/Partner)

<table>
<thead>
<tr>
<th>Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First names</td>
<td></td>
</tr>
<tr>
<td>ID/Passport no</td>
<td></td>
</tr>
<tr>
<td>Income Tax ref no</td>
<td></td>
</tr>
<tr>
<td>Telephone no</td>
<td>CODE NUMBER</td>
</tr>
<tr>
<td>E-mail address</td>
<td></td>
</tr>
<tr>
<td>Physical address</td>
<td></td>
</tr>
</tbody>
</table>

### Code

- 8 of 61
Particulars of tender (If applicable)

Tender number

Estimated Tender amount

Expected duration of the tender

Particulars of the 3 largest contracts previously awarded

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
</table>

Audit

Are you currently aware of any Audit investigation against you/the company? .................................................. YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

<table>
<thead>
<tr>
<th>Name of representative/agent</th>
<th>Signature of representative/agent</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of applicant/Public Officer</th>
<th>Signature of applicant/Public Officer</th>
<th>Date</th>
</tr>
</thead>
</table>

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

<table>
<thead>
<tr>
<th>Name of applicant/Public Officer</th>
<th>Signature of applicant/Public Officer</th>
<th>Date</th>
</tr>
</thead>
</table>

Notes:

1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...
   As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
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 / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE 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 Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: …………… = …………… (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

17 of 61
8.1 Will any portion of the contract be subcontracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? ........................................% 
(ii) the name of the sub-contractor? ............................................................................
(iii) the B-BBEE status level of the sub-contractor? .........................................................
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm ............................................................................................

9.2 VAT registration number ........................................................................................

9.3 Company registration number ..............................................................................

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? ............................

9.8 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-BBEE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ................................................

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

SIGNATURE(S) OF BIDDER(S)

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

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

4.4.1 If so, furnish particulars:

CERTIFICATION

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

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

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

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

Js365bW
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
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

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.
## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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
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 envisaged 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.
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (24) TWENTY-FOUR MONTHS

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 and Durban), The Medical Bureau for Occupational Diseases and The Compensation Commissioner for Occupational Diseases (MBOD/CCOD) for a fixed term of Twenty-Four (24) 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, property, assets and internal processes to provide peace of mind to all persons, whether they be clients, stakeholders or members of the public at large within its premises. The Directorate: Security Services within the Corporate Services at the National Department of Health is responsible to provide safe and secure working environment for all NDOH personnel.

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 Organs of State, 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 and Durban)
2.3.3 MBOD/CCOD Office
CONTRACT REQUIREMENTS

3. SCOPE OF WORK

3.1 The contract is for the supply 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 twenty four 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 registered security officers that will render physical services on a 24-hour basis for a fixed term of 24 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 Control access to premises taking into account access control principles of identification, escort, authorization, recording and searching of personnel and vehicles.

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

3.4.1.3 Recording of all incidents in relevant registers;

3.4.1.4 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>
</tr>
</thead>
<tbody>
<tr>
<td>Head Office, Civitas Building</td>
<td>Bothelong parking, main entrance, Bloed and Struben gates</td>
<td>6 x Grade D</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Cape Town FCL</td>
<td>Reception/main entrance and parking entrance</td>
<td>Female</td>
<td>Female</td>
<td>Female</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Male</td>
<td>Male</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x Grade C</td>
<td>1 x Grade C</td>
<td>1 x Grade C</td>
<td></td>
</tr>
<tr>
<td>Durban FCL</td>
<td>Main entrance</td>
<td>Female</td>
<td>Female</td>
<td>Female</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Male</td>
<td>Male</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td>1 x Grade D</td>
<td></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 Bidders must in order to be eligible, provide the following in their bid documents:

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 registered security officers;

4.3.4 Valid PSIRA letter of good standing not older than 3 months;

4.3.5 Certified copies of identification documents in respect of company directors/members and registered security officers;

4.3.6 Valid Compensation for Occupational Injuries and Diseases Act Certificate;

4.3.7 Valid Unemployment Insurance Fund Certificate;

4.3.8 Valid original tax clearance certificate;

4.3.9 Public liability insurance;

4.3.10 Physical and postal addresses, contact details in terms of offices which will be providing services to the Department of Health;

4.3.11 Physical and postal addresses of headquarters and regional offices (if any);

4.3.12 Names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bid;

4.3.13 Number of registered security officers to be dedicated to each Department of Health offices;

4.3.14 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.

4.3.15 Bidders are further expected to provide at least three written references with regard to services currently being rendered.

4.3.16 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.

4.3.17 Details of the fully functional security control room. The security control room must meet the following basic requirements:

4.3.17.1 Operate 24 hours;

4.3.17.2 Not shared with any other service provider;

4.3.17.3 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 registered security officers and employee database;

4.3.17.4 Firearms safe;

4.3.17.5 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 meant 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. Registered security officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.

5.8. To prevent and remove 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 to provide necessary documentation as requested prior to the awarding of the contract.

5.12. 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.

5.13. 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 deemed to be non-compliant and therefore disqualified.

6. MANAGEMENT AND SUPERVISION

6.1. The bidder must make provision for a Contract Manager who shall exercise supervision of registered security officers and/or activities on behalf of the bidder. The Contract 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 Contract Manager.

6.2. The Department of Health may delegate to any person any of its powers or functions in terms of this agreement and on receiving notice in writing of such delegation, the bidder shall recognize and obey the delegated person to whom any such powers or functions have been delegated.
6.3. 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 Contract Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.

6.4. 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 Contract 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.

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

7. **ADMINISTRATIVE INFRASTRUCTURE**

7.1. The bidder must demonstrate the capacity to have the administrative and management infrastructure to manage the contract at the time of commencing the contract. Such administrative and management infrastructure may include but not limited to clearly marked vehicles, immovable office structure, personnel, 24 hours' functional control room.

7.2. The bidder must give access to its premises by Department of Health at any time for compliance inspection. These facilities must be acceptable for the running of a security business and be equipped with fully functioning equipment staffed by skilled staff.

8. **PLACE(S) OF SERVICE DELIVERY.**

8.1. Bidders to bid for all the offices per region as per location of the facility, Bidders must be in a position to provide services within the geographical boarders of the Department of Health’s area of responsibility.

9. **LEGAL REQUIREMENTS/ELIGIBILITY.**

9.1. The contract shall in all respects be read in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder and the Department of Health in regard to the contract shall be settled within the courts of the Republic of South Africa.

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

9.2.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
9.2.4. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no. 103 of 1993);
9.2.5. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
9.2.6. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
9.2.7. The Firearms Control Act, 2000 (Act no. 60 of 2000);
9.2.8. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
9.2.9. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);

9.3. All bidders that are not registered with PSIRA, CIPRO (EXCEPT FOR SOLE PROPRIETORSHIP), Compensation (COIDA and UIF) will be deemed non-compliant and therefore disqualified.
9.4. The Department of Health shall not tolerate any unfair labour practices that happen during the duration of the contract. Labour disputes are the sole responsibility of the service provider. In the event of a labour dispute the service providers will continue to deploy alternative registered security officers.

10. CONFIDENTIALITY.

The bidder must ensure that the Department’s interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the bidder during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department of Health.

SECURITY REQUIREMENTS

11. SECURITY PERSONNEL.

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

11.1.1. Registered security officers must have at least Grade 12 and minimum Grade D PSIRA registration.
11.1.2. Supervisors must have Grade 12 and Grade C PSIRA Certificate.
11.1.3. Registered security officers must be able to communicate, read and write at least in English.
11.1.4. Registered security officers must not be younger than 18 years of age.
11.1.5. Registered security officers must be prepared to work 12 hours shifts.
11.1.6. Supervisors and registered security officers must have undergone and passed the formal registered security officers training.
11.1.7. Registered security officers must at all times present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink whilst attending to people.
11.1.8. Supervisors and registered security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply inter alia that there shall be no unnecessary arguments with visitors, personnel or discourteous behaviour towards them.

12. WORKING HOURS AND RATES

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

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

13. ADDITIONAL / ADHOC SECURITY SERVICES

13.1. Due to security, operational requirements within the Department of Health, additional security services may periodically be required on an adhoc basis such as during departmental events and other projects.

13.2. Requests for additional security services shall be handled as follows:

13.2.1. The Department shall in advance request confirmation from the contracted service provider to establish its capacity and ability to render the required additional services at the time that the service is needed. The prospective service provider shall be expected to have capacity to provide ad hoc / additional security services.

13.2.2. The service provider's confirmation shall also include a detailed plan and dedicated team with a manager when necessary.
13.2.3. The contracted service provider shall provide the Department of Health with a quotation for the required ad hoc services.

13.2.4. The Department of Health shall assess the provider’s confirmation for the rendering of additional security services before acceptance.

13.2.5. The Department of Health shall have the right to negotiate with or engage alternative service provider/s in cases where the contracted service provider:

- Confirms that it does not have the capacity or ability to render the required ad hoc services.
- The quotation is not in compliance with the PSIRA requirements.
- The quotation is not market related.
- The services cannot be adequately provided.

13.2.6 Payment for such services will be calculated separately from the normal guarding services and will be subject to the provision of accepted quotations prior to engagement of such services and proof that the services were rendered as required.

13.2.7 The security officers provided for the event may be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.

14. TRAINING OF SECURITY PERSONNEL

14.1. The bidder shall before the effective date of the contract provide proof of certification of all security personnel that will be utilized on this contract, as Grade A, B, C and D.

14.2. The Department of Health shall conduct random competency tests/inspections of the bidder’s security personnel.

14.3. The bidder’s personnel shall after completion of their training, have expertise to execute their functions effectively, in particular regarding but not limited to the execution of their functions, including the legal aspects thereof.

14.4. The bidder shall be responsible for all costs incurred in the training of security personnel.

15. BIDDER’S OBLIGATIONS

15.1. To ensure that all staff working under this contract are in good health and pose no risk to any department employee and clients/contractors.

15.2. To comply with department security and emergency policies.

15.3. To ensure that department is informed of any removal or replacement of registered security officers.

15.4. To have sufficient number of registered security officers available to render a service to the department during any crisis or ad hoc situations.

15.5. To ensure that all registered security officers employed by the bidder are paid the minimum wages according to the applicable sectorial determination.

15.6. Ensure that all registered security officers under this contract are provided with uniforms which state the name of the company and 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 officer should consist of the following:
15.6.1. Male Registered security officers:

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

15.6.2. Female Registered security officers

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

15.7. The company or close corporation must provide a contingency plan in case of the strike/unrest or any unplanned eventuality that can disrupt services to the Agency.

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

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

- Occurrence Book and other relevant security registers;
- Fully operational radios;
- Fully operational torches,
- Pocket Book;
- PSIRA Identification Cards;
- Pens;
- Handcuffs and keys;
- Handheld metal detectors;

15.10. The bidder shall acquaint himself 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.

15.11. The bidder shall provide audited proof that remuneration paid to each of their employee was adjusted by at least the amount which the statutory wage applicable to each individual was increased.

15.12. The bidder shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and insurance premiums.

15.13. Salaries paid by the bidder to his personnel shall at no stage be less than those prescribed by the current applicable wage determination in the security industry.

15.14. The bidder shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of security personnel provided or as a result of the security personnel being provided by the bidder in terms of this agreement and shall on request furnish sufficient documentary proof to the department that these payments have in fact been made, e.g. Provident fund, UIF and COIDA etc.
16. PENALTIES:

The bidder is obliged to honour all clauses embraced in the bid specification. Failure to adhere to any will result in the following Penalties being enforced:

<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>

17. GENERAL CONDITIONS

17.1. The bidder shall allow his personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings should the department deem it necessary.

17.2. 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).

17.3. The Department of Health reserves the right to cancel the contract forthwith and to terminate the services of the successful bidder without prior notice 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. In such an event, the successful bidder shall, when called to do so, hand over to the department all documents which are related to the contract.

17.4. Should the department property or any part(s) of the department property be damaged or destroyed, the department will, in its discretion determine which part(s) of the property no longer be bound by the stipulations of this agreement and no claim for indemnification in favour of one party against the other shall result from there. In respect of the remaining part(s) of the premises, which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of date of such change. If the damaged to property is repaired, the department can request the service provider to resume the security services. The department will provide the service provider with one-month prior notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

17.5. The department shall not accept any responsibility for accounts/expenses incurred by the bidder that was not agreed upon by the contracting parties.
17.6. The bidder undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.

17.7. No security personnel provided by the bidder shall comment to the press or any other public communications media upon the business of the department.

17.8. The bidder shall notify the department in writing of any change of address within five days hereof.

17.9. The personnel provided in terms of this agreement shall report for duty at those points indicated by the department. These points of reporting may vary from time to time according to the operational requirements of the department.

17.10. The bidder shall provide the department with daily posting sheets immediately when required by the department.

17.11. The bidder shall be responsible for all costs incurred in the transport, deployment and posting of security personnel.

17.12. Training, vetting, criminal checks, issuing of uniform and equipment, standing operating procedures must be completed before the commencement of the contract.

17.13. 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.

17.14. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.

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

17.16. 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.

17.17. The bidder must keep available for inspection, at his headquarters, personnel files as well as all appropriate documents of all security personnel in his service.

17.18. Price adjustment must not occur more than once in a year. Adjustments will only be reviewed when proof of increase from PSIRA is presented and upon written request.

17.19. The bidder who fail to attend the compulsory briefing session shall be DISQUALIFIED.

17.20. The successful bidder will enter into a Service level Agreement (SLA) with the department.

18. LIABILITY

18.1. 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.

18.2. The service provider will 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.

18.3. 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.

19. EVALUATION OF THE TENDER

The evaluation of the bids will be done as per the requirements of the Preferential Procurement Regulations, 2011, as follows:

- Administrative Compliance
- Functionality Evaluation
- Pricing and BEE Evaluation

The evaluation of the bids will be done in a two stages.

The first stage will be the evaluation of bids, which consists of administrative compliance, desktop (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 90/10 principle, where 10 points is allocated for preference and 90 points for price only.

19.1. Mandatory Requirements

**Administrative Compliance**

Bidders must submit the following mandatory documents:

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

**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.
Functionality Evaluation

Bidders will be evaluated in the following manner:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>Sub-Criteria</th>
<th>WEIGHT (30)</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience in the security industry</strong></td>
<td>Company profile with the proven track record and contactable references with a minimum of (05) five years' experience in rendering security services in Government, State Owned Entities and Private Sector. Experience in security management of the management team. Bidders must attach a list of CV in support of management/owners experience.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 to 1 year with the attachments of letter of awards (4)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 to 3 years with the attachments of letter of awards (3)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<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>5 years and above with the attachments of letter of awards (10)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Security Infrastructure and Operation</strong></td>
<td>Offices of company with Infrastructure communication radios and telephones, 24 hour operational and manned control room with offsite monitoring</td>
<td>5</td>
<td></td>
</tr>
<tr>
<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>Operational equipment: Uniform, Security aids, Registers and Safety equipment in line with specification requirement including radio licences (4)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<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>How does the organization monitor and ensure quality of their service? Customer satisfaction survey, Inspection visits with evidence, Customer Complaints resolution and Standard operating procedure</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Comprehensive Project Implementation Plan</strong></td>
<td>The Project Implementation Plan must outline the following:</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></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>Contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes, adhoc arrangements, etc</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
19.2. Price and BEE Evaluation

Price and preference

<table>
<thead>
<tr>
<th>Price and Preference</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>90</td>
</tr>
<tr>
<td>BBBEE Status level of contribution</td>
<td>10</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 (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>10</td>
</tr>
<tr>
<td>2.</td>
<td>9</td>
</tr>
<tr>
<td>3.</td>
<td>8</td>
</tr>
<tr>
<td>4.</td>
<td>5</td>
</tr>
<tr>
<td>5.</td>
<td>4</td>
</tr>
<tr>
<td>6.</td>
<td>3</td>
</tr>
<tr>
<td>7.</td>
<td>2</td>
</tr>
<tr>
<td>8.</td>
<td>1</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.
19.3. 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.

**20. 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 annexure 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.

**21. 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

**22. SECURITY CONTRACT**

The security contract will commence after signing the contract. The successful service provider will be expected to provide security services for a period of two years, from the date of signing the contract. The Department of Health may at the end of the contract exercise the sole discretion to extend or not extend the contract.

**23. PAYMENT STRUCTURE**

Payment will be effected on a monthly basis for the duration of the contract.

**24. 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 without written permission from NDoH. This non-disclosure agreement further extends to subcontractors that you may use in performing services to NDoH. You are responsible for enforcing your subcontractor's compliance therewith.

25. CONTACT DETAILS

For SCM enquiries: Mr Lethlogonolo Makhafola, Tel: 012 395 8935 or lethlogonolo.makhafola@health.gov.za

Technical Enquiries: Mr Rudzani Mphilo (012) 395 9385 or rudzani.mphilo@health.gov.za

Delivery Address: Ground Floor, 242 Civitas Building, Corner Thabo Sehume and Bloed Street, Pretoria, 0001.
Pricing Schedule - Firm Prices  
(Purchases)

**Note:** Only firm prices will be accepted. Non-firm prices (including prices subject to rate of exchange variations) will not be considered.

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

<table>
<thead>
<tr>
<th>Name of bidder</th>
<th>..................................................................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid number</td>
<td>NDOH 22/2016-2017</td>
</tr>
<tr>
<td>Total Bid Price</td>
<td>R ....................................................................................................................... (Vat incl.)</td>
</tr>
<tr>
<td>Closing Time</td>
<td>11:00 am Closing date 27 February 2017</td>
</tr>
</tbody>
</table>

Offer to be valid for **120 Days** from the closing date of bid.

- **Required by:** NDOH
  - **At:** Various sites in Pretoria; Johannesburg; Durban and Cape Town
  - **Brand and model**
  - **Country of origin**

- Does the offer comply with the specification(s)? *YES/NO*

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: Firm / Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable
**TABLE A: Schedule of Requirement**

**Note to Bidders:**

a) Bidders are requested to provide a detailed breakdown as per the table below for the **resource component**.

b) The costing model displayed below will be used for comparison purposes only; therefore contracting will be based on the all-inclusive unit rate provided per resource.

<table>
<thead>
<tr>
<th>Item</th>
<th>Designated Area</th>
<th>Shift</th>
<th>Per 12 Hour Shift</th>
<th>Grade</th>
<th>NKP</th>
<th>Working Days / Hours</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>All Inclusive Unit Price (Vat excl.)</td>
</tr>
<tr>
<td>1</td>
<td>Head Office; Civitas Building</td>
<td>Day</td>
<td>6</td>
<td>D</td>
<td>YES</td>
<td>7 Days / Week 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Cape Town Forensic Chemistry Laboratory</td>
<td>Day</td>
<td>2</td>
<td>D</td>
<td>YES</td>
<td>7 Days / Week 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cape Town Forensic Chemistry Laboratory</td>
<td>Day</td>
<td>1</td>
<td>C</td>
<td>YES</td>
<td>7 Days / Week 18:00 - 06:00</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Cape Town Forensic Chemistry Laboratory</td>
<td>Night</td>
<td>2</td>
<td>D</td>
<td>YES</td>
<td>5 Days / Week 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Cape Town Forensic Chemistry Laboratory</td>
<td>Day</td>
<td>2</td>
<td>D</td>
<td>YES</td>
<td>Saturday-Sunday &amp; Public holidays 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Durban Forensic Chemistry Laboratory</td>
<td>Day</td>
<td>2</td>
<td>D</td>
<td>YES</td>
<td>7 Days / Week 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Durban Forensic Chemistry Laboratory</td>
<td>Night</td>
<td>2</td>
<td>D</td>
<td>YES</td>
<td>7 Days / Week 18:00 - 06:00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Durban Forensic Chemistry Laboratory</td>
<td>Day</td>
<td>2</td>
<td>D</td>
<td>YES</td>
<td>Saturday-Sunday &amp; Public holidays 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>MBOD/CCOD Braamfontein</td>
<td>Day</td>
<td>5</td>
<td>D</td>
<td>NO</td>
<td>7 Days / Week 06:00 - 18:00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>MBOD/CCOD Braamfontein</td>
<td>Night</td>
<td>1</td>
<td>D</td>
<td>NO</td>
<td>7 Days / Week 18:00 - 06:00</td>
<td></td>
</tr>
</tbody>
</table>
### Table C: Consolidated Table

**Note to Bidders:**

a) Please bring forward the sub total of Table A and Table B for columns “Total Price per Month Year 1” and “Total Price Year 1”.

b) Indicate escalation % for the year 2.

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Price: Year 1 (Vat excl.)</th>
<th>Total Price: Year 1 (Vat excl.)</th>
<th>Monthly Price: Year 2 (Vat excl.)</th>
<th>Total Price: Year 2 (Vat excl.)</th>
<th>Grand Total (Sum of total price for Y1+Y2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Table A: Sub Total Vat excl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sub Total Vat Excl.</td>
</tr>
</tbody>
</table>

**NOTE:** The pricing must be submitted in a separate envelope.
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
- Partnership

- Company
- Trust
- Other (Specify)

- CC

Department Number

---
(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>
<tr>
<td>Account Type</td>
<td></td>
</tr>
<tr>
<td>Cheque Account</td>
<td></td>
</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
<td></td>
</tr>
<tr>
<td>Bond Account</td>
<td></td>
</tr>
<tr>
<td>Other (Please Specify)</td>
<td></td>
</tr>
</tbody>
</table>

| ID Number |  |
| Passport Number |  |
| Company Registration Number |  |
| *CC Registration |  |
| *Please include CC/CK where applicable |  |
| Practise Number |  |

Bank stamp

It is hereby confirmed that this 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

| Business |  |
| Area Code |  |
| Telephone Number |  |
| Extension |  |
| Home |  |
| Area Code |  |
| Telephone Number |  |
| Extension |  |
| Fax |  |
| Area Code |  |
| Telephone Number |  |
| Fax Number |  |
| Cell |  |
| Area Code |  |
| Fax Number |  |

Email Address

Contact Person:

| Supplier Signature | Regional Office Sender |
| Print Name | Print Name |
| Rank |  |

PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:

NB: All relevant fields must be completed