



BID DOCUMENT NUMBER: ZNB4761/2022-H

DESCRIPTION: PROVISION OF SECURITY SERVICES FOR CATO MANOR COMMUNITY HEALTH CENTRE (CHC) FOR THE PERIOD OF EIGHT (08) MONTHS.

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:

DATE: 23 AUGUST 2022

TIME: 11: 00AM

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

**Central Supply Chain Management Directorate
Old Boys School, 310 Jabu Ndlovu Street
Pietermaritzburg
3201**

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SECTION A: INVITATION TO BID (SBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	ZNB 4761/2022-H	CLOSING DATE:	23 AUGUST 2022	CLOSING TIME:	11: H 00 AM
DESCRIPTION	PROVISION OF SECURITY SERVICES FOR CATO MANOR COMMUNITY HEALTH CENTRE (CHC) FOR THE PERIOD OF EIGHT (08) MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE					
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VATREGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	KZN Department of Health		DEPARTMENT	KZN Department of Health	
CONTACT PERSON	Mrs R Deonundhan		CONTACT PERSON	T Sakyi	
TELEPHONE NUMBER	033 815 8361		TELEPHONE NUMBER	0312405455	
E-MAIL ADDRESS	SCM.DemandManagement@kznhealth.gov.za		E-MAIL ADDRESS	Thabsile.sakyi@kznhealth.gov.za	

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:
<http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx>

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,
..... (Full name)
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of
.....(Name of Company).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY: (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name) hereby
confirm that I am the sole owner of the business trading as:
.....(Name of Business)

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as
.....(name of partnership)

hereby authorise (full name) to sign this bid as well as
any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf
of

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

....., (Full name)
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of
.....(Name of Close Corporation)

Trading as(Trading name).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF THE CLOSE CORPORATION: (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**
2 **DATE:**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

..... (full name) whose signature
appears below, has been authorised to sign all documents in connection with this bid on behalf of
.....(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

FULL NAME IN BLOCK LETTERS:

WITNESSES: 1 **DATE:**

2 **DATE:**

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners on.....20.....

..... (Full name)

..... (Full name)

..... (Full name)

..... (Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:
..... (Name of Joint Venture)

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on.....20.....
..... (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Consortium)

IN HIS/ HER CAPACITY AS:

SIGNATURE: DATE:

SECTION D: BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub- paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number:	
Name of tenderer:	
Closing date:	
Postal address:	
Signature:	
Name (in print):	
Date:	

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

This is to certify that I

.....
(name of bidder/authorized representative)

who represents

.....
(state name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

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

CATEGORY	POINTS
PRICE	80
STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and must not exceed	100

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

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- e) **“Black People”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- f) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- g) **“Co-operative”** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- h) **“EME”** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- i) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- j) **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- k) **“prices” includes** all applicable taxes less all unconditional discounts;
- l) **“proof of status level of contributor” means:**
 - 1) Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the Act;
- m) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- n) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and
- o) **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Status Level of Contributor: = (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted.....%
- ii. The name of the sub-contractor.....
- iii. The status level of the sub-contractor.....
- iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped Region s or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION I: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

2. Application

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without

prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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.
- 28.1 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) 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.
- 28. Limitation of liability**

- 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.

❖ I have read, understand and accept the General conditions of the contract which are binding upon me.

.....
Signature

.....
Date

.....
Name of Bidder

SECTION J: SPECIAL CONDITIONS OF CONTRACT

1.1 AMENDMENT OF CONTRACT

- 1.1.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Health's Bid Adjudication Committee approval.

1.2. CHANGE OF ADDRESS

- 1.21 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

1.3. DELIVERY CONDITIONS

- 1.3.1 Delivery of service must be made in accordance with the tender conditions.
- 1.3.2 In respect of the service awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 1.3.3. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 1.3.4. All invoices must be submitted in the original.
- 1.3.5 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of contract management, supply chain management, Department of Health.

1.4. ENTERING OF HOSPITAL/CLINIC STORES

- 1.4.1 No representative from a company shall be permitted to enter hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Manager of the Institution.

1.5 EQUAL BIDS

- 1.5.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for BBEE.
- 1.5.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 1.5.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

NOTE: Failure to submit sufficient information for an assessment to be made will invalidate the entire bid.

1.6. FIRM PRICES AND ESCALATIONS

- 1.6.1 This bid requires that all bid prices offered are firm for the period of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

1.7 VALUE ADDED TAX (VAT)

- 1.7.1 All bid prices must be inclusive all applicable taxes, even if the bidder is not a vat vendor.
- 1.7.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

VAT will not be included after an award of the bid or during contract management period

1.8 INVOICES AND PAYMENTS

- 1.8.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 1.8.2 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 1.8.3 A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.
- 1.8.4 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 1.8.5 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of security services;
 - (ii) If there is no response from security services, the finance manager of the institution must be contacted;

1.9 IRREGULARITIES

- 1.9.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

1.10 PERIOD OF CONTRACT

1.10.1 The contract will run for a period of Eight (08) Months.

1.11 QUALITY CONTROL TESTING OF PRODUCTS

1.11.1 The department reserves the right to have any product in this bid tested with an accredited agent in the republic of South Africa. The quality control testing administrative procedures will be undertaken by the department's supply chain management contract management section.

1.11.2 If it is discovered that the product supplied is not in accordance with the specification the following will occur:

- (i) Testing charges will be for the account of the principal contractor;
- (ii) Possible cancellation of the contract with the principal contractor;
- (iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

1.12. TAX AND DUTIES

1.12.1 Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

1.12.2 Bidders who are VAT vendors must provide proof that they are VAT registered.

1.12.3 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

1.13 TAX CLEARANCE CERTIFICATE

1.13.1 An original Tax Clearance certificate may be submitted with the bid before the closing date and time of the bid. Bidders should note that the contents of the Tax Clearance Certificate may be verified through Central Supplier Database to ensure that the information on the Certificate correlates with the updated status provided by South African Revenue Services on the Central Supplier Database.

1.13.2 Where an original Tax Clearance Certificate is not submitted with the bid, the Department will use the Central Supplier database to verify the tax matters of the bidder.

NB: Information as contained on the Suppliers database must be valid/correct. Non-compliance with Tax Requirement will render the bid null and void

1.14. UNSATISFACTORY PERFORMANCE

1.14.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:
 - (a) Take action in terms of its delegated powers
 - (b) Make a recommendation to its head office, central supply chain management for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

1.15. CESSION OF CONTRACTS

1.15.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

1.15.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Department reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Central Suppliers Database and they must be legal entities.

1.16 DISCREPANCIES

1.16.1 Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Department's Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

1.17. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

1.17.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Department may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Department decides otherwise, and without prejudice to any other right which the Department may have, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

1.17.2 Should the contractor fail to comply with any of the conditions of the contract, the Department shall be entitled, without prejudice to any of its other rights, to cancel the contract.

- 1.17.3 Upon any delay beyond the contract period in the case of a supplies contract, the Department shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 1.17.4 Upon any delay beyond the contract period in the case of a service contract, the Department shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 1.17.5 In the event of the Department availing itself of the remedies provided for :
- i. the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Department, shall be paid by the contractor to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
 - ii. if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 1.17.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Department.
- 1.17.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 2.20.6, full particulars of the circumstances shall be reported forthwith in writing to the Department and at the same time the contractor shall indicate the extension of the delivery period which is desired.

1.18 REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 1.18.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Department or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Department may, without prejudice to any other rights it may have, exercise any of the following options :
- i. Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
 - ii. Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

iii. For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Department may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

1.18.2 Should the Department elect to act in terms of paragraph 2.21.1 (iii). it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Department for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 2.21.1.(i), the Department may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

1.18.3 Should the Department act in terms of paragraph 2.21.1 (iii) the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

1.19 OFFERING OF COMMISSION OR GRATUITY

1.19.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Department or person in the employ of the Department, any commission, gratuity, gift or other consideration, the Department shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

1.20 PREFERENCES

1.20.1 Should the Contractor apply for preferences in the submission of this bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right: -

- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
- ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
- iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

1.21 EXPORT LICENCES

1.21.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

- i. Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
- ii. If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature

thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

1.22. RESTRICTION OF BIDDING

1.22.1 The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:
 - i. The grounds for restriction;
 - ii. The period of restriction which must not exceed 10 years;
 - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
 - i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
 - ii. Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
 - i. The name and address of the entity/ person to be restricted;
 - ii. The identity number of individuals and the registration number of the entity; and
 - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.

The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold.

1.23 CONTRACTOR'S LIABILITY

- 1.23.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 1.23.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

- 1.23.3 The Service Provider hereby indemnifies and holds the Department harmless against –
- a. loss of property;
 - b. liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Department; and
 - c. liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.
- 1.23.4 The Department shall not be responsible for any loss of or damage to any vehicle, equipment, or material used in the rendering of security services, loss or damage the proximate cause of which is the negligence of the Service Provider or its employees.
- 1.23.5 Should a third-party institute a claim relating to the security services rendered by the Service Provider in terms of this Agreement against the Department or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Department and any of its employees against such a claim and shall hold them harmless against any such claim.
- 1.23.6 The Department requires the Service Provider to have a Public Liability Insurance Policy. It is compulsory for the Service Provider to have this policy as a guarantee for any liability or claim that may arise as a result of rendering the security services. The Service Provider will not be allowed to render any security service to the Department without such a policy. Failure to provide such a policy will result in the Agreement being terminated. The Service Provider shall furnish the Department with a copy of the policy cover and a letter from the relevant Insurance Company providing such cover and certifying that the policy is effective. The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement. The service provider shall –
- Ensure that the monthly policy premiums are duly paid;
 - Submit proof of such payment to the Department; and
 - Ensure that the policy remains valid for the duration of the agreement and does not lapse.
 -
- 1.23.7 The Service Provider remains vicariously liable for all the actions and omissions of its employees acting within the course and scope of their duties and employment, even when on the premises of the Service Provider as employer.

1.28. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 1.28.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 1.28.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

1.29 RIGHT TO PROCURE OUTSIDE THE CONTRACT

- 1.29.1 The Department reserves the right to procure goods outside the contract in cases of urgency and/ or emergency cases, or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of state or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

1.30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 1.30.1 The Contractor shall not, without the Department'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 Department in connection therewith, to any person other than a person employed by the Contractor 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.
- 1.30.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in clause 30.1 except for purposes of performing the contract.
- 1.30.3 Any document, other than the contract itself mentioned in clause 2.29.1 shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract of so required by the Department.
- 1.30.4 The Contractor shall permit the Department to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Department, if so required by the Department.

1.31 LOCAL EMPOWERMENT

- 1.31.1 The successful Service Providers must target 80% of employees from the local community/catchment area, where the institution is situated. It is a requirement, where possible, that members of the local community be employed to carry out the services at the premises. Employees of the Service Provider, for the purposes of the contract, must be South African citizens. The Department will request quarterly reports to measure the achievement of local empowerment.

1.32 LAWS TO APPLY

- 1.32.1 The contract shall in all respects be construed in accordance with the Laws of the Republic of South Africa and any differences that may arise between the Department and the Contractor in regard to the contract shall be settled through Arbitration Processes or the Courts of the Republic of South Africa.
- 1.32.2 The Contractor shall comply, but not limited to, with the following relevant legislation:
- The Private Security Industry Regulation Act (Act no 56 of 2001).
 - The Private Security Industry Regulations, 2002, dated 14 February 2002.
 - The Appeal Regulations, 2002, promulgated on 14 February 2002.
 - Provisions from the Security Officers Act 92 of 1987 concerning funding and improper conduct.
 - The Compensation for Occupational Injuries and Diseases Act (Act no 103 of 1993).

- All provincial ordinances and Local Authority by-laws and all relevant regulations promulgated thereunder having an effect on the business of the security personnel provided in terms of this contract.
- The Occupational Health and Safety Act (Act no 85 of 1993). The contractor will carry out his/ her obligations, including the appointment of officials, in accordance with the requirements of this Act.
- The Criminal Procedures Act (Act no 51 of on 1977).
- The Firearms Control Act (Act no 60 of 2000).
- Control and Access to Public Premises and Vehicles Act, 1985 (Act no 53 of 1985).
- National Key Points Act (Act no 102 of 1980).
- Sectoral Determination 6.

1.32.3 Should any of the above be amended or replaced, the amendment or replacement should be adhered to.

1.33 CODE OF CONDUCT

1.33.1 The Code of Conduct for Security Service Providers of 2003 (Prescribed under the Private Security Industry Regulation Act, 2001; Code of Conduct) is applicable.

1.33.2 The Department 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 Contractor shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the Department.

1.33.3 The Contractor shall exercise adequate supervision over the service at each site or shall be represented by a representative having full power and authority on behalf of the Contractor. Such representative shall be competent, responsible, and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of this agreement and shall exercise personal supervision.

1.33.4 The Contractor shall at all times be responsible and liable for the acts and omissions of its employees providing services to the Department in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Department.

1.34 COMPLIANCE TO THE SECTORAL DETERMINATION 6

1.34.1 The contractor shall comply with the Sectoral Determination 6 that regulates working conditions for the private security industry.

1.34.2 Security Officers are not allowed to work more than 48 hours ordinary work week (4x12 hours or 6x8 hours) on any of KZN Department of Health sites.

1.34.3 Security Officers are only allowed to work 12 hours/1 additional shift overtime per ordinary work week in any site.

1.34.3 It is expected that the Contractor shall pay its employees at least a minimum monthly basic wage, as prescribed for the Area concerned of the Order for the Security Officers Trade (Government Gazette no. 32524 dated 25 August 2009, as amended). Employees must be paid latest within seven (7) days in the new calendar month after the service has been rendered for the previous month. **Failing which, the service may be terminated.**

- 1.34.4 The Contractor must ensure that security personnel salaries are paid by the 7th of each month, unless agreed through a written contract with the employee. Such employee contract must be made available to the representative of the Department when requested.
- 1.34.5 The Contractor must make available salary advice slips, certified training certificates, certified PSIRA registration, certified copy of identification, proof of payment to provident fund and UIF, to a representative of the Department on request.
- 1.34.6 The contractor must make available the outcome of any disciplinary hearing to the representative of the Department.
- 1.34.7 Failure to comply with the abovementioned requirements will result in the Department reporting the Contractor to PSIRA and the Department of Labour
- 1.34.8 The Department will consider termination of the contract after it has used all alternative dispute resolution processes to rectify non-compliance to the Sectoral Determination 6.

1.35 REMUNERATION AND ALLOWANCES

- 1.35.1 The Contractor shall acquaint itself with any relevant wage regulating measure or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement.
- 1.35.2 The Contractor must provide audited proof that remuneration paid to each of their employees was adjusted by at least the amount by which the statutory wage applicable to each individual employee was increased.
- 1.35.3 The Contractor shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums. Failure to comply with this requirement will result in the Department reporting the Contractor to the Department of Labour.
- 1.35.3 Salaries payable by the Contractor to its personnel shall at no stage be less than those prescribed by the current applicable wage determination in the security industry. The Department reserves the right to request in writing copies of the salary advices from the employees of the Contractor at any given time.
- 1.35.4 The Contractor shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognised authority in respect of the security personnel provided or as a result of the security personnel being provided by the Contractor in terms of this agreement and shall, on request furnish sufficient documentary proof to the Department that these payments have in fact been made.
- 1.35.5 Training shall be provided to the Contractor's personnel before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Department.

1.36 CONFIDENTIALITY

- 1.36.1 The Contractor 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 Contractor during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department.

1.37 DISCIPLINARY MEASURES

- 1.37.1 Security personnel provided by the Contractor shall in addition to this contract be subject to the Department's Code of Conduct.
- 1.37.2 A breach of discipline or any negligence of duty on the part of a member of the security personnel provided by the Contractor in terms of this agreement shall be dealt with immediately by the Contractor's management.
- 1.37.3 The Contractor shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the Contractor.
- 1.37.4 The Contractor shall notify the Department in writing of the outcome of any such disciplinary proceedings.
- 1.37.5 Should the Contractor decide not to take disciplinary steps against a member of his personnel, the reason therefore shall forthwith be conveyed in writing to the Department.
- 1.37.6 In the event of the Department not being satisfied by the performance of any member of the Contractor's personnel in terms of this agreement, the Department shall notify the Contractor in writing thereof. The Contractor shall forthwith remove the abovementioned personnel from any duties related to this contract and replace such officer with a suitably trained security officer.
- 1.37.7 The personnel of the Contractor who are replaced at the Department's request shall thereafter not be used at any other site of the Department without the prior written consent of the Department.
- 1.37.8 Security personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.
- 1.37.9 The Contractor shall at its cost procure, acquire, install, and maintain in good and safe working order all Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.

1.38 INTIMIDATION

- 1.38.1 It is the intention of both parties that the personnel provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should the Contractor suspect intimidation of personnel, he/she shall take prompt action in conjunction with the Department and the South African Police Service to remedy the situation.
- 1.38.2 Such action shall result in an immediate investigation instituted against the personnel involved.
- 1.38.3 The Contractor shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

1.39 REPORTING OF INCIDENTS AND REPORTS

- 1.39.1 All incidents or accidents on the premises or to the property of the Department shall forthwith be reported within an hour of occurrence to the Centre Manager and Head Office Security Services.
- 1.39.2 A detailed written report of all such incidents shall be presented to the Department within twenty-four (24) hours after the occurrence of the said incident or accident.

1.39.3 Salient details of all incidents occurring on the Department's premises shall be recorded in the occurrence book immediately and the Department must be informed. The pages of the occurrence book shall be numbered consecutively by the Contractor and no person shall remove any pages for any reason whatsoever.

1.40 MANAGEMENT OF DISCIPLINE

1.40.1 The Contractor must draw up and properly and consistently enforce a disciplinary code in respect of all security officers in its employ and undertakes to, on or before the signing of the Service Level Agreement and provide the Department with certified copies of its current grievance and disciplinary procedures.

1.40.2 The disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by Security Officers in the circumstances in which they are employed and made available by the Contractor for the rendering of security services.

1.41 PUBLIC LIABILITY

1.41.1 Proof of Public Liability Insurance to the value of R5 million must be submitted to contract management, at the time of signing of the service level agreement.

1.42 UIF / COIDA / PROVIDENT FUND

1.42.1 The successful Service Provider shall submit a list of all employees being registered for UIF, COIDA and Provident fund within 30 days of commencement of contract to the Department Security Services. Failure to submit this information will result in the termination of the contract. The Department reserves the right to verify this information. The successful service provider will be required to submit this information quarterly during the entire duration of the contract.

1.43 FIREARMS

1.43.1 For those Institutions that require firearms, the successful Service Provider shall provide a list of firearms allocated and those who are authorised to use firearms.

1.44 BREACH

1.44.1 In the event of the Contractor committing a breach of a provision of this agreement and failing to remedy such breach within 24 hours, the Department shall be entitled to immediately cancel the relevant portion of the agreement, or to cancel the whole agreement by notice in writing to the Contractor.

1.44.2 If the Contractor and/or any member of its personnel contravenes or fails to comply with, any part of the conditions of this agreement, which includes the sub-clauses hereunder or any other part thereof, it shall be deemed to be a breach of contract.

- a) To report for duty at the time and place as agreed upon by the parties (remedial).
- b) To continue with his/her duties until the time agreed upon.
- c) To comply with the regulations, rules, operating methods and procedures of the Department.
- d) Not signing on and off duty.
- e) To wear, on duty in terms of this agreement, unless the client should decide otherwise, the standard uniform clothing including footwear, in a reasonable state of cleanliness and repair.
- f) To have available when reporting for duty, equipment in good working order.

- g) To work shifts or overtime from time to time as agreed to by the parties.
- h) To carry out instructions issued by the Department in pursuance of the regulations, rules, operating methods and procedures.
- i) To report for duty in a sober and alert manner, without being under the influence of alcohol or drugs, or to remain in such sober and alert condition whilst on duty.
- j) To timeously report incidents or to submit reports as provided for in this agreement.
- k) To timeously complete pocket and/or occurrence books.
- l) To have a valid firearm license/permit available when reporting for duty.

1.44.3 Any of the above shall be immediately reported to the Department by telephone, and as soon as practically possible by facsimile or email and the Contractor shall take remedial action without delay to the satisfaction of the Department. If any one or more of the failures referred to above are of such a frequency that the security service provided to the Department in terms of this agreement is adversely affected, it shall be dealt with by the Department.

1.44.4 Should the Contractor act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated which have a bearing on the service provided in terms of this agreement, such action or failure shall be deemed as an immediate breach of agreement.

1.44.5 Notwithstanding anything contained to the contrary in this agreement, should the Contractor commit any act of insolvency, assign, surrender or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated or placed under judicial management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this agreement or the remainder of the bid document then upon the occurrence of any one (1) or more of the aforesaid events, the Department may without prejudice to any other rights it may have, elect to immediately terminate this agreement by written notice to the Contractor. In the event of any of the above instances occurring during the contract period, the Contractor must advise the Department within twenty-four (24) hours.

1.44.6 Should the contractor be issued with a non-compliance letter for rendering deficient security services by the Institution where services are rendered or Central Supply Chain Management Unit in writing, the contractor has (7) seven days from the date of the letter to rectify such non-compliance and provide the Institution or Central Supply Chain Management Unit with written feedback to confirm such non-compliance has been rectified. Provincial Security Management Services will also verify if such non-compliance exists and has been addressed.

1.45 PROHIBITED PRACTISES

1.45.1 The Department will apply the provisions of the Competitions Act as amended section 4 (prohibited practises for parties in a horizontal practice). Bidders must note the provision of the Competitions Act and note that the Department will not permit restrictive practices. The extract of the Act is as follows :

“(1) 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) it has the effect of substantially preventing, or lessening, competition in a market, unless a party to the agreement, concerted practice, or decision can prove that any technological, efficiency or other pro competitive gain resulting from it outweighs that effect; or :

(b) it involves any of the following restrictive horizontal practices :

(i) directly or indirectly fixing a purchase or selling price or any other trading condition;

(ii) dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or

(iii) collusive tendering Therefore, two or more Bidders with common directorship or where one of these firms have substantial shareholders in common, cannot bid as they would be deemed to be engaging in restrictive horizontal practices. In this case, only one of the companies should submit an offer.

SECTION K: CONDITIONS OF BID

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
- iv. National Treasury guidelines

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) **Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.**
- (b) **Only bidders that fully meet the specifications and all conditions will be considered.**

2) CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

2.1 ACCEPTANCE OF A BID

- 2.1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 2.1.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.
- 2.1.3 Bidders must note that the Department is committed to ensuring compliance with the government's principles of, *inter alia*; promoting employment and advancing the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. The Department shall, where appropriate, strive to avoid creating a monopoly by any service provider over the projects to be undertaken by the Department's evaluation criteria.
- 2.1.4 The Department of Health will enter into Service Level Agreement(s) with the successful bidder(s).
- 2.1.5 Bidders must comply with safety regulations at all times, during operations for the contract's duration.
- 2.1.6 Due to the high volume of bids normally received at the closing date and time, it is not

- 2.1.7 possible for the Department to perform the public opening of bids and reading out prices offered at the closing of the bid. However, the bid opening register will be published on the Department of Health's website.
- 2.1.8 The Department reserves the right to increase or decrease the numbers of Security Guards as reflected on the Deployment Schedule /price pages, per Institution. Should any information come to light after the advertisement of the bid, but before commencement of the contract? However, the rates will remain the same, even if there is a change in the number of guards

2.2 B-BBEE STATUS LEVEL

- 2.2.1 A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

2.3 CERTIFICATE OF COMPLIANCE (PSIRA)

- 2.3.1 A certificate indicating that the Service Provider is registered with the Private Security Industry Regulatory Authority must accompany the bid document.
- 2.3.2 Failure to submit the Certificate will invalidate the bidder's offer.
- 2.3.3 The Department reserves the right to verify the authenticity of the Certificate with the Private Security Industry Regulatory Authority.
- 2.3.4 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of bidders. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.

2.4 COMPLIANCE WITH SPECIFICATION

- 2.4.1 Offers must comply strictly with the specification.
- 2.4.2 Offers exceeding specification requirements will be deemed to comply with the specification.
- 2.4.3 The quality of services/ supply must not be less than what is specified.

2.5 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

Complete applicable returnable schedule (Annexure B), hereunder.

- 2.5.1 Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.
- 2.5.2 The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.

- i. Date of commencement of contract/s;
- ii. Expiry date/s;
- iii. Value per contract;
- iv. Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and
- v. A summary of the functions/activities that were performed as part of the contract.

2.6 LATE BIDS

- 2.6.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 2.6.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

2.7 MORE THAN ONE OFFER/ COUNTER OFFERS

- 2.7.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 2.7.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

2.8 ONLY ONE OFFER RECEIVED

- 2.8.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
 - (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
 - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
 - (iii) In all cases, comparison with previous bid prices where these are available.

2.9 AWARD OF BID (S)

- 2.9.1 The Department of Health reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the price page failing which they will be disqualified.
- 2.9.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written

notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200

- 2.9.3 After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

2.10 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 2.10.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 2.10.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

2.11 TAX COMPLIANCE REQUIREMENTS

- 2.11.1 Bidders must ensure compliance with their tax obligations.
- 2.11.2 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

2.12 TRUST, CONSORTIUM OR JOINT VENTURE

- 2.12.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.
- 2.12.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 2.12.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.
- 2.12.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 2.12.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 2.12.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the

Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

2.12.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

2.12.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

2.13 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

2.13.1 The validity (binding) period for the bid will be **180 days** from close of bid.

2.13.2 However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

2.13.3 Due to the volumes of responses received, it is impractical to request extension of the validity period via each bidder. The Department has therefore taken the stance of publishing a notice of extension of validity period, in the event that the evaluation and adjudication of the bid does not take place within the validity period of the bid, on the Department of Health website. The onus will therefore be on the bidder to ensure that they check the Department of Health website regularly to establish if there is an extension of the validity period and the bidder will be required to respond accordingly.

2.14. PENALTY CLAUSE

2.14.1 The Department shall implement penalties in terms of performance management for Security Services. The details of the penalties will be discussed with the Service Provider and incorporated into the Service Level Agreement upon award.

2.15. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)

2.15.1 Bidders must provide the following particulars about themselves as part of the bid:

- | | |
|--|---|
| a) Where they have their Headquarters. | } Details to be supplied
On company's
Letterhead. |
| b) Where they have their Regional Offices. | |

2.16. PRE QUALIFICATION CRITERIA

2.16.1. The Department of Health has identified the application of the following prequalification criteria :

BEE LEVEL 1

2.17. The successful Service Providers must employ 80% of employees from the local community and/or catchment area where the institution is situated. It is a requirement, where possible, that members of the local community be employed to carry out the services at the premises. Employees of the Service Provider, for the purposes of the contract, must be South African citizens. The Department will request quarterly reports to measure the achievement of local empowerment..

SECTION L: SPECIFICATIONS

TERMS OF REFERENCE FOR PROVISION OF SECURITY SERVICES FOR CATO MANOR CH FOR THE PERIOD OF EIGHT (08) MONTHS

1. INTRODUCTION AND BACKGROUND

The principles that the National Core Standards require for safety and security are based upon the following goals:

- ✓ Patients and especially those belonging to high-risk groups, including violent, suicidal and mentally challenged patients, are kept safe;
- ✓ Patients being transferred between departments and to other healthcare facilities, are kept safe;
- ✓ Creating a safe and secure working environment for the employees of the institution;
- ✓ Creating a safe and secure environment for members of the public visiting the institution;
- ✓ Protecting the property (buildings and equipment) of the institution;
- ✓ Protecting the proprietary information of the institution; and
- ✓ Constantly monitoring and managing security risks.

The Private Security Industry Regulatory Authority (PSIRA) is the Governing Body and Regulatory Authority for the private security industry that may be contracted for outsourced services. Key services provided include:

Static Security Guard Services - the Security Service shall be responsible for patrolling of all facility wards, departments, grounds and associated parking lots.

Call-In Security Guard Services - the Security Service shall be responsive to all perceived security risks on an event-by-event basis.

2. STATIC SECURITY GUARD SERVICES

The successful firms shall be responsible for providing static security guard services for allocated sites and their ancillary buildings. The Security Service Providers shall be responsible for patrolling of all facility grounds and associated parking lots for KwaZulu-Natal Department of Health properties.

All bidders may visit each site and each Physical Infrastructure Support Site Manager to familiarize themselves with all areas covered under this contract. This visit must be completed at least five (5) days prior to closing bid date.

3. CALL-IN SECURITY GUARD SERVICES

The successful Service Providers will be required to provide timely call in Security Guard Services to various work sites on an "as and when" needed basis. Periodically, situations arise throughout KwaZulu-Natal Department of Health that requires the presence of an onsite Security Guard Service for limited periods on a call-in basis.

4. GENERAL DUTIES OF SECURITY OFFICERS

- 4.1 The appointed Service Provider shall act as an Authorized Officer in terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 1.
- 4.2 In terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 2 (1) (a), 2 (1) (b) and 2 (2) (g), read in conjunction with Government Gazette Notice 1094 of May 24, 1991, the Department of Health shall authorise the appointed Service Provider to take the necessary steps to properly safeguard the premises/offices

and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed by applying:

- i) Access and Egress Control; and
- ii) Additional services (Security control at wards, investigations of incidents, security assessments, operation of electronic security systems, patrolling, etc)

4.3 The appointed Service Providers shall be required to provide Security Officers who can perform the following functions during the execution of this contract:

- ✓ Control the unauthorized exit of patients from the premises and assist in locating missing patients when so requested by the Management.
- ✓ Report any irregularities to the Management of the Centre.
- ✓ In times of unrest, to secure the gates against illegal incursions.
- ✓ Ensure the recording and checking of all equipment or material entering or leaving the premises.
- ✓ Ensure unauthorised hawkers and vendors do not enter the premises.
- ✓ Control of persons awaiting attention at posts determined by Centre Manager, ensuring orderly queue control and giving directions where and when necessary.
- ✓ Remove or assist with the controlling of violent persons, as instructed by the Centre Manager
- ✓ To guard and protect buildings, equipment and material against damage, theft and vandalism.
- ✓ To protect staff, visitors and patient's by preventing or minimizing risk of injury, including death.
- ✓ To apprehend any suspicious person on the premises and to take action as mandated and required in terms of applicable Legislation.
- ✓ Security Officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.
- ✓ To prevent and remove persons from illegally dumping, erecting of structures on and occupying premises under the Department's control.
- ✓ To monitor security threats and risks within the Department's area of responsibility and provide early warning to facilitate proactive interventions.
- ✓ **Access Control** - Control the flow of pedestrians to and from the premises and carry out the functions as described. All relevant registers are to be completed;
- ✓ **Emergencies (Event Management)** -The Service Provider must assist the Departmental Head/Representative, of the respective office, with and actively contribute to the development, implementation, practicing and deployment of the emergency planning on the premises. In the event of an emergency the Departmental Manager/Representative must be informed immediately even after hours.
- ✓ **Vehicle entrances** - Control the flow of vehicles to and from the premises as described. Only personnel, authorized Service Providers, delivery vehicles, state and administration vehicles are allowed through these entrances and proper records of all vehicle movements are to be maintained and be readily available for inspection by the Department;
- ✓ **Patrols** - Are to be carried out to identify, report and respond to irregularities observed. All such incidents are to be properly recorded in pocket books and reported accurately in the Electronic Occurrence Register and Manual Occurrence Register. Patrolling routes are to be established and followed as instructed by the Department. The Service Provider must implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks;
 - Check and report on the condition of the perimeter fence.
 - Check that all external doors are locked after hours.
 - Check that all external lights are illuminated during the hours of darkness.
 - Check and report any broken windows and doors.
 - Ensure that gas storage areas are locked and secure.
 - Ensure that vehicles are locked and secure.
- ✓ **Reaction Units/Tactical Unit** - Are to respond to any incident/crisis (riots, protest, etc) that may occur on the Department's premises and will inform the Departmental Representative.
- ✓ Patrol the public areas, in and around KwaZulu-Natal Department of Health sites, car park and other public areas, for security and fire prevention purposes.
- ✓ Enforce "No Smoking" regulations.
- ✓ Direct auto traffic, if and when required.

- ✓ Provide a courteous information service to the public, as required.
- ✓ Control pedestrian and vehicular traffic at entrances during Emergency procedures.
- ✓ Lock and unlock doors when required.
- ✓ Assists Clinical Staff with violent and unruly patients/residents/clients.

5. EGRESS CONTROL

To prevent unauthorized access and egress of persons, vehicles and dangerous objects onto State property in order to safeguard people, property and premises, and/or to prevent unauthorized removal of assets, persons, documents and/or information from the premise(s).

NB: Whilst conducting egress control the Service Provider must ensure that:

- i. No state property and/or information may be removed from the premises without proper authorization documents issued and signed by a person designated by management on the premises, of the department, for this purpose;
- ii. No state vehicle may be removed from the premises without a completed and approved trip authorization issued by a person authorized by the Department on the premises. A copy of the properly signed and completed trip authorization must be requested from the authorized driver and be kept for control purposes;
- iii. No dangerous object(s) and/or firearm(s) are allowed into/onto the premises. If no secure storage facilities are available, the owner of the dangerous object(s) and/or firearm(s) must be referred to the nearest South African Police Service (SAPS) station.

6. ACCESS CONTROL

Access control must be applied at the following point(s):

- a) Main pedestrian entrance;
- b) Main vehicle entrance; and
- c) Where indicated or required by the Departmental Head/Representative.

Main Entrance

- a) Control the flow of pedestrians to and from the premises/offices;
- b) All access control instructions are applicable at this entrance;
- c) All relevant access control registers (Electronic and Manual) must be completed clearly and legibly.

Main Vehicle Entrances

Control the flow of vehicles to and from the premises provided that proper written approval has been obtained from the Departmental Head and/or authorized departmental representative, the following vehicles may be allowed through the respective vehicle gates:

- a) Personnel vehicles;
- b) Service Provider vehicles;
- c) Visitors (*applicable to areas where there are parking bays allocated for visitors*);
- d) Delivery vehicles;
- e) Emergency vehicles; and
- f) Administration and State vehicles.

All vehicle access control instructions are applicable at the gates. All relevant access control registers must be completed and be legible. Copies of the completed and approved trip authorizations must be kept for control purposes.

7. ADDITIONAL REQUIREMENTS

Additional services refer to those services to be rendered at specific points on the premises or special services as described in this agreement and consist of:

- a) **Patrols at least once an hour.** The Service Provider must implement pro-active patrolling patterns to ensure

- b) proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- b) To record events in an occurrence register (electronic and manual) and to inform the Departmental Head/Representative as well as the Supervisor/Service Provider of such events;
- c) A direct communication channel must be established between the Departmental Head/Representative, of the respective premises/site(s) and the Manager/ Area Manager of the Service Provider;
- d) Security personnel must be inspected **once (x1) per day and night (per shift by a delegated site manager)**.
- e) In the event of a problem/crisis occurring at the site, the Service Provider when notified, **must deploy his/her reaction unit to assist his security personnel**, at own cost; and
- f) The Service Provider **must arrange, at own cost, relievers for lunch- and tea breaks**. No security officer will be moved out of a manned post to relieve another security officer for lunch & tea breaks.

NB: If this is not adhered to, the Department will reserve the right to review the contract with immediate effect.

7.1 Patrols

The purpose of patrolling of the premises is to detect and to report on any irregularities, which may occur on site. The Service Provider must implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.

7.1.1 Patrol Description of Functions

- a) Patrols must be conducted, at least once every hour, in the following manner:
 - Patrols must be carried out along the prescribed routes and must be included in the job description;
 - The Security Officer must take notice of any irregularities, which may occur, and act according to the provisions as stipulated.
- b) Irregularities, which may occur, are:
 - i. Unauthorized persons entering and/or egressing the premises;
 - ii. Persons in the act of committing theft, vandalism or any Annexure 1 contravention of the Criminal Procedure Act, Act 51 of 1977, as amended; and
 - iii. Any property and/or information of the State that is clearly at risk of being stolen/vandalized and/or threatened.

7.1.2 Roaming Duties (Premises)

The deployment of roaming patrols off/in the premises for the purposes as contemplated and the detection of intrusion and general observation on the premises. A unit to react to emergencies, supported by members of roaming patrol is required. Instructions are to be issued from the premises/ control room and members of the unit are to respond in terms of the required Act(s).

7.1.3 Patrol Areas

Patrols will be required, at the following areas:

- a) Vehicle parking;
- b) Inside the premises/office(s), wards, nursing/doctors' residence; and including the perimeter and sidewalks

7.2 Security Equipment Required

In conjunction with the security facilities provided by the Department, the Service Provider shall be required to supply, maintain and operate the following security equipment at their own cost:

- a) **Detection Equipment-** Handheld metal detector(s) and charging equipment must be provided for operational use at various access control points.
- b) **Handheld Radios and Base Radio-** Handheld radios must be supplied and be compatible with the base radio installed at the respective premises/office(s). All units are to be supplied with two (2) batteries and suitable

chargers. Licensing is the responsibility of the Service Provider. **Cell phones communication will only be allowed at institutions where disruption or inadequate two-way radio connectivity or frequency.** No Security Officer will be allowed to use his/her cell phone as means of communication for this contract. **Failure to comply with latter shall lead to the termination of the contract with immediate effect.**

- c) **Flashlights**, four (4) cell capacity, and suitable chargers must be supplied.
- d) **Security Records and Stationery**- all the relevant security records such as electronic and manual occurrence register, lost and found property register, key control register, duty rosters, fire-arm control register, flashlight issue register, and all other registers that may be required for the provision of the security service will be supplied by the Department.
- e) **Officers Issue and Security Aids**- All security related equipment; uniforms, etc. must be supplied by the Service Provider.

NOTE: all equipment and other security related issues must be provided on site and in working condition on the first day of commencement of the contract. If not adhered to, it may lead to termination of the contract.

8 RESPONSIBILITIES OF THE SERVICE PROVIDER

All possible steps shall be taken by the Service Provider to ensure that the contract and intended execution of this agreement will take place. These steps include, *inter alia*, the following:

- a) Apply the stipulations of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 2, 3.
- b) The protection of State property at the intended premises/office(s) and the protection of the said property against theft, vandalism and threat or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.
- c) The protection of State officials, visitors and members of public on the premises/office(s) against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.
- d) The Service Provider is responsible to advise the State/Departmental Head/ Representative on security standards; measures and procedures where necessary. The Service Provider is obliged to adhere to any policies and procedures that the State/Departmental Head/Representative has or will implement pertaining to the premises/office(s), including the Departmental Security Policy.
- e) The Service Provider is to assist with the implementation of the OHS Act (Occupational Health and Safety Act 85, (Act 85 of 1993) as amended aspects relating to premises/office(s) security and safety for each of the premises/office(s).
- f) The Service Provider must conduct quarterly premises/site(s) risk evaluations. It is therefore imperative that the Service Provider has qualified personnel that are able to perform such an evaluation. After evaluation the quarterly report must be submitted to the Department Head.
- g) Although the State has extensive safety and security procedures in place, the Service Provider may assist with the developing an Emergency Management Plan and premises/office(s) procedures specific to the respective premises/office(s).
- h) The Service Provider will provide KwaZulu-Natal Department of Health with a monthly labour breakdown which includes names, hours worked, and hourly pay.
- i) The Security Supervisor(s) will report on security matters to the applicable KwaZulu-Natal Department of Health's Manager responsible for Security Services.
- j) Security Supervisor(s) will provide a monthly report on Security Operations and Security Incidents to the applicable KwaZulu-Natal Department of Health Manager (Security).
- k) The Service Provider will develop in conjunction with KwaZulu-Natal Department of Health a meaningful Quality Assurance Program and Electronic Records Keeping System.
- l) The Service Provider must provide stable qualified security staff for KwaZulu-Natal Department of Health always.
- m) The Service Provider must provide liability insurance for its employees.
- n) KwaZulu-Natal Department of Health will not be held liable for any negligent act of security staff, and the Service Provider will indemnify KwaZulu-Natal Department of Health for any damage, loss or cost occasioned by any such negligence.

- o) The Service Provider must meet with the appropriate KwaZulu-Natal Department of Health management on a regular basis, to review status of contract (at least every quarter).
- p) All uniforms for Security Personnel will be provided by the Service Provider and approved by KwaZulu-Natal Department of Health.
- q) The Service Provider will work with KwaZulu-Natal Department of Health: Security Manager and/or delegated official to develop a comprehensive in-service training standard for its employees specifically tailored to the performance of security functions within a healthcare setting. Once such a standard is developed, the Service Provider will provide the required training to its employee in accordance with a mandatory training schedule.
- r) The Service Provider will work with KwaZulu-Natal Department of Health Security Manager and/or delegated official to develop specialized security policies and procedures for KwaZulu-Natal Department of Health.

9 RESPONSIBILITIES OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH

The KwaZulu-Natal Department of Health is responsible for the following:

- ✓ Provide the communication systems necessary for the proper operation of security.
- ✓ Operate offices at each of the facilities for the Security Staff and provide lockers for guards.
- ✓ Provide telephone services and CCTV hardware and software in consideration of facility infrastructure.
- ✓ Retains the right to be involved in the selection process of supervisors and security guards.
- ✓ Reserves the right to request the employment records of all security personnel assigned to the sites.
- ✓ All security personnel shall be contacted by telephone by the Department to ensure their attendance and knowledge of duties.
- ✓ Inspection Requirements:
 - In order for the Department to be able to hold the Contractor accountable for all aspects of services provided, the following inspection and enforcement measures will be periodically carried out:
 - a) work performance inspection on work site.
 - b) appearance inspection on work site.
 - c) measurement of guard identification, qualifications, training, turnover rates, shortfalls, etc.
 - d) monitoring of the Quality Assurance Process.
 - The Department reserves the right to periodically conduct on-the-job inspections to determine the overall quality of the Contractor's performance, the job knowledge of individual security personnel, the effectiveness of training and to determine the conduct and appearance of the security personnel.
 - During these inspections, security personnel will identify themselves by:
 - a) Name;
 - b) Rank; and
 - c) Guard Licence Number.
 - Security personnel will answer pertinent questions based on Post or Standing Orders and their training experience.
 - The Department will immediately alert the Contractor of any critical deficiencies found by The Department Inspectors as a result of the above noted inspection and the Contractor will take immediate remedial action to correct these deficiencies. Failure to do so may be considered grounds for default.
 - Meetings with representatives of the Contractors and the Department will be held, as required, to discuss the Contractor's performance and proposed remedial action to correct deficiencies.

10 SECURITY FACILITIES

To ensure that the general purpose is achieved, and that the site has to be staffed, operated and utilized by competent and suitably qualified security personnel. The security installation will, at the highest level, be controlled by a computerized premises/office(s) management system. Training of Service Provider's staff members on these equipment/systems shall be at the account of the Service Provider.

- a) **Premises Control Room** - A central main security control room from where all monitoring and control functioning will take place. Control Rooms, are to be staffed and the services that are controlled from the control room are to be

managed by the Service Provider. Typically, this would entail CCTV cameras and recording equipment, fire mimic panels, computerized access control systems and so forth;

- b) **Main Entrance and Pedestrian Entrance** - A security system, gates and booms with access control;
- c) **Access Control at Reception** - All personnel and visitors to enter through the main reception area after being scanned by walk-through metal detectors and x-ray machines, or handheld metal detectors:
- d) **Access Control to Premises/sites** - Once inside the reception area, access control shall be conducted by means of card/biometric readers and various levels of access control;
- e) **Comprehensive Surveillance System** - To monitor the premises;
- f) **Fire Detection and Control** - Fire detection equipment to comply with the National Premises/offices Regulations that is installed in the computer rooms and storage areas, where applicable. Fire suppression systems will also be installed by the Department;
- g) **X-ray Machines and metal detectors** - For the scanning of parcels and packages that are delivered on site, it will also handle briefcases and handbags, etc. at the main entrances. Handheld metal detector(s) must be provided at all times at all offices by the Service Provider; and
- h) **Lighting/Illumination of the Premises** - Is installed for the 24-hour operation of the system.

11 PERSONNEL REQUIRED

The Service Provider must provide the security personnel required for the successful rendering of the service, as follows:

Supervisors: (Grade B)

- a) Supervisors must be schooled to the level of at least Grade 12/ and/or equivalent qualification.
- b) Supervisors must have a good knowledge and understanding of their post descriptions and duties.
- c) Supervisors must at all times be capable of leading/controlling and supervising their sub-ordinates.
- d) Supervisors must be able to communicate, read and write in English and/ or commonly spoken language of the respective area.
- e) The Service Provider/Supervisor must have good knowledge in respect of the OHS Act (Occupational Health and Safety Act) aspects relating to premises/ site(s) security and safety at the respective premises/office(s) (Refer to evaluation criteria).
- f) The Service Provider/Supervisor must arrange to conduct quarterly independent premises/office(s) risk evaluation(s).
- g) All supervisors/management must be adequately trained in security procedures, fire equipment, health and safety, customer service, using of all security related equipment such as walk through metal detectors, hand held metal detectors, x-ray machines, fire-arm handling, searching procedures, radio speech procedures and handling of the National Flag etc.
- h) All supervisors/management must be adequately trained in the safe handling of Fire-Arms in accordance with the Fire-arms Control Act 60 (Act 60 of 2000).
- i) All Supervisors/Directors/Members/Managers and Managing Directors must be registered at the Private Security Industry Regulatory Authority, proof of which must be supplied on request.
- j) The Service Provider must be able to perform criminal investigations as well as be in touch with all the relevant Crime Prevention Authorities.

Security Officers Grade C and D

Security Officers Grade C (Male/Female) are the persons who shall execute the physical security service (access and egress control and patrols).

Security Supervisors Grade D (Male/Female) are the persons who exercise direct supervision and control over Security Officers as well as performing duties in the premises/office(s) control room, at the respective premises/ office(s).

The Security Officers:

- a) Must be able to communicate, read and write in English and/or commonly spoken language of the respective area.

- b) May not be younger than 18 years of age, unless otherwise specified in any legislation.
- c) Must have good knowledge in respect of the OHS Act (Occupational Health and Safety Act)
- d) Must be adequately trained in security procedures, fire equipment, customer service, using of all security related equipment such as walk through metal detectors, hand held metal detectors, x-ray machines, fire-arm handling, searching procedures, radio speech procedures and handling of the National Flag, etc.
- e) Must be registered at the Private Security Industry Regulatory Authority, proof of which must be supplied on request.

Supervisors and Security Officers

- a) Supervisors and Security Officers must have undergone and passed formal security training.
- b) They must present an acceptable image/appearance, which implies, inter alia, that they may not sit, lounge about, smoke, eat, or drink while attending to people.
- c) They 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/staff or discourteous behaviour towards them.
- d) They must be physically healthy and fit for the execution of their duties.
- e) They must be registered as Security Officers, as prescribed by the Private Security Industry Regulation Act, as amended and remain registered for the duration of this contract.
- f) They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the State.
- g) They are prohibited to, on his/her own discretion, read documents or records in offices of the Department other than those in his/her line of duty, or the necessary handling thereof.
- h) No information concerning State activities may be furnished to the public or news media by the Service Provider or his/her employees. If the State establishes that any information has been furnished to the public or news media by any employee(s) of the Service Provider, the service may be terminated.
- i) The State reserves the right to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security personnel in service of the company, are registered with PSIRA.
- j) The outcomes of the background checks will determine the appointment or continuation of the Service Provider.

Management/Directors/Owners/Managing Directors and Members will exercise direct control over all Security Officers.

No employment and/or hiring of illegal foreign members in any aspect of the security service, rendering a service to the Department will be allowed. If the State establishes that any illegal foreign members are employed with and/or form part of the Service Provider, the service will be terminated with immediate effect.

Personnel Requirements

The quality of the security service to be rendered must be in accordance with the acceptable standard of the security industry in terms of PSIRA. Failure to provide qualified staff to the satisfaction of KwaZulu-Natal Department of Health will result in termination of the contract.

The required number of Guards per site is included hereunder as Annexure C: Deployment Schedule.

Time on Duty

The Contractor shall ensure that security personnel assigned to the contract are not on duty for more than twelve (12) consecutive hours.

Supervision

Direct supervision of the security personnel shall be the responsibility of the Service Provider.

Guard Documentation

The Service Provider shall submit to the Department five (5) working days prior to commencement date of the contract, guard documentation on the proposed security personnel for approval by the Department.

The documentation will include:

- ✓ Name of guard;
- ✓ Police clearance certificate (certificate of good conduct);
- ✓ License number;
- ✓ Education;
- ✓ Language skills;
- ✓ Rank;
- ✓ Experience summary;
- ✓ Length of service;
- ✓ Certification of training; and
- ✓ Physician medical clearance report.

Health

All security guards must be in a state of health consistent with the ability to perform the required safety and security tasks and derivative capacities.

Physical and Psychological Condition

At the request of the Department, a guard shall obtain a doctor's certificate attesting to general good health, reasonable sound of mind and limb, and absence of physical or psychological limiting factors which might interfere with the discharge of his/her duties. Security personnel shall be free from any communicable diseases. The Service Provider will ensure that the appropriate release authorizations are in place that will enable the Department to review such certificates.

Visual Acuity

Eyesight shall be equal or better than 20/60 in both eyes without glasses/lenses or, equal or better than 20/20 in one eye and 20/20 in the other when using glasses or contact lenses. Individuals with active or progressive ocular disease shall not normally be acceptable for duty as security guards. If accepted, these guards shall be required to show certification at appropriate intervals to attest to meeting the eyesight requirements set out above.

Hearing

Hearing loss in each ear, corrected if necessary to meet the requirement, shall be less than 30db when tested by audiogram for frequencies below 2000 Hz.

Speech

There shall be a clear ability to communicate orally efficiently and effectively.

Sense of Smell

Guards shall have the ability to sense odours.

12 PERSONNEL COMPETENCIES

The appointed Service Provider will be required to render the Security Service by employing qualified Security Officers that possess competencies and skills as described below:

TECHNICAL SKILLS	BEHAVIOUR SKILLS	MANAGEMENT SKILLS	PERSONAL ATTRIBUTES
<ol style="list-style-type: none"> 1. Trained and Accredited (according to the Grade as specified in the PSIRA Act) 2. Safety and Security Procedures (ISO Standards) 3. OHS Act Knowledge as amended 4. Access Control Systems (Act 53 of 1985, Act on Access Control to Public Premises and Vehicles) 5. Guarding and Patrolling (ISO Standards) 6. Alarm monitoring (where applicable) 7. CCTV camera monitoring (where applicable) 8. Investigation skills 9. Report writing 10. Firearm training 11. Search procedures (as specified in the relevant Act) 12. Gathering of relevant information and establish facts 	<ol style="list-style-type: none"> 1. Leadership ability 2. Sense of urgency 3. Alert and observant 4. Problem solving 5. Sense of responsibility 6. Initiative 7. Neat and tidy manner 8. Communication skills (written and verbal) 9. Customer Focus 10. Trustworthiness, honesty and dedication 11. Attention to detail 12. Integrity 13. Self-motivated 14. Open minded 15. Confident 16. Assertive 17. Empathic 18. Organized 19. Flexible 	<ol style="list-style-type: none"> 1. Understands and applies general management principles 2. Identifies competencies required to support organizational development 3. Ensure the provision of adequate training and support as required 4. Accurately appraises the strength and weakness of employees 5. Provides constructive feedback 6. Provides mentoring and/or coaching to support organizational development 7. Encourages learning and development 8. Utilizes effective communication and interpersonal skills to build effective and well-functioning teams 9. Sets reasonable objectives and performance criteria 10. Able to identify and evaluate team dynamics and respond to interpersonal tensions 11. Delegates appropriately 12. Interacts sensitively, effectively and appropriately with persons of diverse cultural backgrounds 13. Utilize effective techniques to build a knowledge-based community/ organization. 	<ol style="list-style-type: none"> 1. Honesty (integrity) 2. Reliable/diligent 3. Open-minded 4. Assertive 5. Empathic 6. Flexible 7. Self-motivated 8. Organized 9. Confident

13 RECRUITMENT AND MEDICAL VACCINATION

It is recommended that 80 % of the workforce must be recruited from the local communities. The bidder should consider recruiting the current Security Officers deployed at the Institutions although this is not mandatory. The recruitment of security officers is at the bidder's discretion as per the bidder's recruitment process. No selection, recruitment and interviews are allowed in any KZN Department of Health premises. The bidder must make his/ her own arrangements in this regard. NO KZN Department of Health's Management or employees should be involved in the bidder's recruitment process. The bidder must consult the local authorities in their recruitment process to prevent disruption of health care service delivery.

All Security Officers must be vaccinated against transmitted diseases and remain inoculated for the period of this contract at the bidder's cost. The deployed Security Officers are allowed to be vaccinated at KZN Department of Health Institutions; however, the bidder will have to pay for this service within at the Revenue Office. The bidder is allowed to use his/ her own Medical Practitioner to have Security Officers vaccinated after consulting with the Institutions. This cost is for the bidder.

14 GENERAL

The Service Provider undertakes to ensure that each member of his/her security personnel, will **at all times** when on duty, be fully equipped in respect of:

- A uniform, neat and clearly identifiable of the company, which uniform will include matching raincoats and overcoats. No other clothing, other than the prescribed uniform, will be allowed.
- A clear identification card of the company with the officer's photo, identification- and file numbers on it, as well as the PSIRA card must be worn conspicuously on his/her person at all times.
- All the stationery required for the administration of the security services on the respective premises/offices(s).

Security Aids

The Service Provider must as part of this contract supply all security registers which must include KZN Department of Health Logo. The registers will remain the property of KZN Health and shall not be removed out of KZN Health facilities during or after the expiry of the contract. KZN Health, Security Management Services will provide templates of the relevant registers to the successful bidders.

The Service Provider must ensure that the following security aids, are available and in a working condition at the respective premises/office(s):

- a) Occurrence Book with KZN Health Logo
- b) Pocket Book
- c) All security registers mentioned below with KZN Health Logo:
 - i. Access Control register;
 - ii. Visitors Register;
 - iii. Afterhours Register;
 - iv. Firearm Register;
 - v. Security Breach Register;
 - vi. Electronic Equipment Register;
 - vii. State Vehicle Register; and
 - viii. Private Vehicle Register.
- d) Duty list; and
- e) Duty sheet.

NOTE: all equipment and other security related issues must be provided on site and in working condition on the first day of commencement of the contract. if not adhered to, it may lead to termination of the contract.

Occurrence Book (Compulsory- Manual) **Incident Reporting**

To give an overall picture of activities, inspections by Supervisors and other occurrences at the premises/office(s).

Compulsory Occurrence Book Entries (Manual):

The security personnel on duty must make the following entries in the occurrence book:

- ✓ All listed routine procedures such as patrols undertaken, handing-over of shifts, etc., mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly, legible and in **black** ink;
- ✓ All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken;
- ✓ All security personnel activities- especially deviations in respect of the duty list, indicating particulars of the personnel and relevant times;
- ✓ The issue and/or receipt of keys, indicating the time and from whom they were received or delivered to;
- ✓ The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked;
- ✓ The handing-over of shifts, mentioning of the names of all personnel per shift as well as accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries;
- ✓ Occurrence book (verification): After the taking-over of shifts, the First-level Supervisor must make an entry declaring that he/she has read the occurrence book in order to acquaint himself/herself with the events that occurred during the previous shift;
- ✓ All visits by Second-level Supervisors and top management: These entries must be done in **red** ink;
- ✓ Officials of the State shall pass on in writing all additional requests in respect of the rendering of the service.

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side and no pages should be removed from

Access Control Registers

To have information available at all times regarding persons and vehicles admitted to the office during a specific period. Should an event occur, this may be required as evidence in a judicial enquiry.

VISITORS REGISTER/ ACCESS CONTROL	VEHICLE REGISTER	AFTER-HOURS PERSONNEL REGISTER	KEY REGISTER	ELECTRONIC EQUIPMENT REGISTER	STATE VEHICLE REGISTER
<ul style="list-style-type: none"> ✓ Date of visit; ✓ Admission- and exit times of the visitor to and from the office; ✓ Surname and initials of the visitor; ✓ Official identity/passport number of the visitor; ✓ Name of the person to be visited; ✓ Purpose of the visit; ✓ Signature of visitor. 	<ul style="list-style-type: none"> ✓ Date of visit; ✓ Admission- and exit time of visitor to and from the office; ✓ Surname and initials of driver; ✓ Home or work address of the driver; ✓ Contact number; ✓ Registration number of the vehicle; ✓ Name of person to be visited; ✓ Purpose of visit; ✓ Number of passengers ; ✓ Signature of driver. 	<ul style="list-style-type: none"> ✓ Date of entry; ✓ Admission- and exit times of the personnel to and from the office; ✓ Surname and initials of the personnel; ✓ Persal number of the personnel; ✓ Reason for working after-hours ✓ Signature of the personnel 	<ul style="list-style-type: none"> ✓ Date of visit; ✓ Surname and initials of the personnel taking out the key; ✓ Office number of personnel ✓ Extension number ✓ Office number of the requested key ✓ Purpose of taking the key ✓ Surname and initials of the personnel bringing-in the key ✓ Signature of personnel 	<ul style="list-style-type: none"> ✓ Date; ✓ Surname and initials of the owner; ✓ Contact number / extension; ✓ Make & serial no / Barcode ✓ Time out/in ✓ Signature of owner ✓ Signature of security officer 	<ul style="list-style-type: none"> ✓ Date; ✓ Surname and initials of driver; ✓ Contact number; ✓ Make and model of the vehicle ✓ Registration number of the vehicle; ✓ Purpose for utilizing the vehicle; ✓ Trip authorization verified by security officer ✓ Number of passengers ; ✓ Signature of driver. ✓ Signature of security officer

Pocket Book

To note record all incidents and/or observations made by a Security Officer during his/her shift for future reference. During a shift, security personnel must have a pocket book on their person. The following information must be recorded in the pocket books:

- ✓ All occurrences/events/incidents, however important, slight or unusual, referring to the following:
- ✓ Reporting on and off duty;
- ✓ Time of occurrence or event;
- ✓ Extent of occurrence or event;
- ✓ Relevant serial number of an occurrence book;
- ✓ Followed up actions taken in respect of the occurrence or event

15 DUTY LIST

To serve as proof that all Security Officers who should be on duty per shift, are on duty.

Drawing Up a Duty List

Daily, weekly or monthly duty lists of all Security Officers on duty must be drawn up by the Service Provider's Supervisors and kept in the security control room and/or office at each site where such a service is rendered. The Service Provider shall store the duty rosters for a period of twelve months or longer if requested to do so. Should an event occur, this may be required as evidence in a judicial enquiry.

No security personnel are allowed to do continuous duty for longer than twelve hours. The duty list must be provided to the Departmental Head/Representative every month.

Changes to the Duty List

Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

To ensure that all Security Officers on duty are familiar with the duties, the Service Provider must have available at the office a fully expounded duty sheet per duty point.

16 REPORTS

Regular and ad hoc reports on losses, damages, theft, local empowerment, etc are required from the Service Provider.

17 HANDHELD METAL DETECTORS

To ensure that all personnel and visitors are screened to prevent that dangerous objects are taken onto the premises of the Department.

18 BASE RADIO AND HANDHELD RADIOS (NO CELL PHONES)

Establishment of immediate communication between the different duty points and control room on the office, and the control room at the Service Provider's headquarters.

Base Radio (Cell Phones Only Applicable Where There Is No Signals):

To communicate with the control centre of the relevant Service Provider and must be in a good working condition at all times.

Handheld Radios (Cell Phones Only Applicable Where There Is No Signals):

Immediate communication between the different duty points and control room on the premises/office. Serviceable handheld radios (No cell phones) in a good working condition must at all times be provided by the Service Provider.

NB: CELL PHONES ONLY APPLICABLE WHERE THERE IS NO SIGNALS.

19 SECURITY OFFICERS ISSUED EQUIPMENT

Each Security Officer to be issued with security aids mentioned hereunder and to be worn at all times during guard duty as part of their security uniform.

- a. Baton;
- b. Handcuffs;
- c. Pocketbook;
- d. Pen;
- e. Pepper spray;
- f. ID Card (PSIRA ID Card);
- g. Whistles; and
- h. Search sticks.

NB: Additional security equipment listed below will be supplied by the Service Provider according to the security requirements per institution.

- a. Flashlight;
- b. Handheld radio, cell phones only where radio signals are poor or not available;
- c. Handheld metal detector;
- d. Firearms;
- e. Base radios.

Provisions of Firearms and Other Equipment (As Required by the Department)

The Service Provider shall at all times ensure that the personnel provided to the Department in terms of this contract only be issued with the firearms as applicable.

- a) Shotguns (pump action or semi-automatic)
- b) Revolvers
- c) Pistols
- d) Rifles

All firearms shall be accompanied by a certificate of serviceability which will be renewed at least once every twelve (12) months and shall be issued by a qualified gunsmith.

Only firearms registered in the name of the Service Provider shall be permitted on the Department’s sites. The Service Provider furthermore shall guarantee that he is the lawful owner of all firearms issued to his personnel in terms of this agreement.

The Service Provider shall at all times ensure that all firearms and ammunition issued to his personnel in terms of this agreement are in clean and working condition and are properly maintained.

All handguns carried by personnel must be securely holstered.

Firearm inspection by a competent gunsmith declaring firearms serviceable and that all the firearms to be deployed during the contract period must comply with the Firearms Control Act 60 of 2000.

The Service Provider may not, unless it is specified otherwise, use any of the above parties’ equipment, aids and/or property, for purposes of compliance with this agreement which equipment aids and/or property includes inter alia: vehicles, stationary, firearms, rooms and furniture.

20 UNIFORMS

The Service Provider shall provide his personnel with a standard company uniform consisting of at least the following attire:

MALE OFFICER		FEMALE OFFICER	
1.	Belt	1.	Blouse/Shirt
2.	Cap/beret	2.	Hat/cap/beret
3.	Jacket	3.	Jacket
4.	Jersey	4.	Jersey
5.	Trousers (combat/step-out)	5.	Shoes/Boots
6.	Shirt	6.	Skirt/Trousers (combat/step-out)
7.	Shoes/boots	7.	Stockings
8.	Socks	8.	Rain Suit
9.	Rain Suit	9.	Umbrellas
10.	Umbrellas	10.	Tie/Cravat, where applicable
11.	Tie, where applicable		

The Insignia of the Service Provider shall be visibly displayed on uniforms at all times.

The Service Provider’s personnel shall at all times be in possession of the Service Provider’s ID card and a Private Security Industry Authority (PSIRA) ID Card that should be displayed clearly whilst on duty.

When on duty the personnel provided by the Service Provider shall at all times, unless otherwise authorised by the Department, wear the uniform.

21 MEETINGS

Weekly Liaison

The Service Provider's Area Supervisor shall be required to attend regular weekly meetings with the Department to discuss the provision of these services. All meetings are to be minuted.

Monthly Liaison

The Contract Manager shall also be required to attend a meeting on a monthly basis with the Department, to discuss matters pertaining to the execution of security services by the Service Provider and the Administration of the Contract in general. Meetings are to be minuted.

Quarterly Liaison

The Service Provider shall be required to attend a meeting on a quarterly basis with the Department to discuss matters pertaining to the execution of Security Services by the Service Provider and the Administration of the Agreement in general. Meetings are to be minuted.

22 COMMUNICATION

The purpose of the two-way communication is the establishment of immediate communication between the different duty points and control on the site as well as between Control on the Site and control at the Service Provider's Headquarters/Regional Office. Hand-carried radios shall at all times be provided by the Service Provider for the various guard points. If any other form of communication is to take place the bidder in this offer must advise the Department of such.

23 PROVISION OF DOGS

The Department of Health may request the deployment of dogs and trained dog handlers in certain circumstances as determined by the Department. Such request will be made in writing and Service Provider will be paid accordingly. The request for such services from the institution will be subjected to approval by Head: Health through the normal Supply Chain Management process.

24 LABOUR UNREST INCIDENTS

Labour Unrest at the Premises/Offices

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or a national disaster or any other cause beyond the control of the Service Provider, the parties must come to an agreement on the methods to ensure continuation of the security services. In a case such as the above, the Service Provider will be paid pro rata for services rendered.

If Departmental staff is engaging in unrest and/or strike action, then the Service Provider is to ensure that the premises are secured, and the principles of strike action are adhered to.

When the service is interrupted because of labour unrest or labour dispute by the Security Officer(s) of the Service Provider, the State will have the right to terminate the contract immediately and/or obtain the services of another Security Service Provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that the State may have.

25 LOST ARTICLES

Lost/abandoned articles are articles that are found at a post, for which ownership cannot be immediately established, must be handed to the Departmental Head/Representative. **All lost/abandoned articles handed in must be recorded in all occurrence book(s) manual, electronic/digital as well as in the found property register.**

26 DELIVERIES

No deliveries will be received by any Security Officer(s). The necessary arrangements must be made with the Departmental Head/Representative.

27 NEATNESS OF THE SITE

The Service Provider's staff shall at all times refrain from littering and must at all times keep the grounds and premises occupied by them clean, hygienic and neat.

28 EMPLOYMENT OF MEMBERS OF THE LOCAL COMMUNITY

The successful Service Providers must target 80% of employees from the local community where the institution is situated. It is a requirement, where possible, that members of the local community be employed to carry out the services at the premises. Employees of the Service Provider, for the purposes of the contract, must be South African citizens. Unless members of the community do not meet the requirement of employment. The Department will request quarterly reports to measure the achievement of local empowerment.

29 TRADING AND ADVERTISEMENTS

No security staff of the Service Provider may carry on any trading at the premises.

The Service Provider shall not erect or display any sign printed matter, painting, name plates, advertisement or article or object of any nature whatsoever, in the premises buildings or any part thereof without the written consent of the Department. Neither shall the Service Provider publicly display any article or object which the Department might regard as objectionable or undesirable.

The Department may immediately remove any sign, printed matter, name plate, advertisement or article/object which is displayed without the written consent of the Department. The Service Provider shall then be held responsible for the costs of such removal.

30 STANDARDS OF DEPLOYMENT

The Service Provider will ensure a high standard of deployment is maintained by the security guards. Examples of conduct considered to be unsuitable are:

- ✓ Chewing gum, smoking or eating food on posts except at non-public security stations or while on lunch break or in rest rooms.
- ✓ Late for duty.
- ✓ Evidence of alcohol or drug abuse.
- ✓ Vacating his/her post without authority.
- ✓ On post without prescribed personnel equipment, where applicable, such as radio, keys, notebook, etc.
- ✓ Tampering or playing with government property.
- ✓ Overstaying coffee or lunch breaks.
- ✓ Idle talk with other security personnel, government staff or visitors.
- ✓ Indiscreet actions or conduct such as fighting, smoking on public.
- ✓ Abusive language or lack of tact such as arguing, swearing.
- ✓ Not complying with orders, or other written or oral instructions.

The Contractor will be responsible for maintaining high standards of performance, conduct, competency and integrity in the security personnel assigned to the contract.

31 TRAINING

Basic Training

It is understood that the Service Provider will, upon being awarded the contract, have sufficient personnel available who have successfully completed the Security Guard Basic Training Programmes.

Security guards shall be trained and qualified in Standard First Aid, C.P.R. and Non-Violent Crisis Intervention. Non-Violent Crisis Intervention will be offered to Security Guards at no cost, however, all costs associated with employee wages and benefits shall be the responsibility of the contractor.

On-the-Job Training

The Contractor shall ensure the satisfactory completion of on-the job training by all security personnel, at his own expense, prior to or within twenty-four (24) hours of assignment to the contract.

The nature and length of this training shall be such so as to ensure the security personnel are knowledgeable of their duties.

32 CITIZENSHIP

Security guards must be South African citizens or permanent residents of South Africa for three (3) years with a valid employment authorization document.

Each guard shall possess proof of South African citizenship when required for certain positions as defined by the Department. Non-citizens shall produce proof of immigrant status or a valid employment authorization document.

33 LANGUAGE

Security guards must be able to speak, read and write in English and isiZulu.

34 PENALTIES

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, KZN Health 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 and/or services rendered unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department may also consider termination of the contract pursuant.

Should the service provider transgress and being penalised more than three times for the same or similar non-compliance, KZN Health will consider termination of the contract.

- **Any transgression as per the following but not limited to will be as follows:**

1.1 Site equipment

All equipment must be fully operational and present on site at all times. The following penalties will apply for non-compliance.

ITEM	PENALTY	RESULT IN TERMINATION OF THE CONTRACT
Base radio(only exempted where there is no radio signal)	R500,00 per shift, per site	>5 incidents
Hand held Radio	R500,00 per shift, per person	>5 incidents
Firearms	R1,000,00 per shift,	>5 incidents
Flashlight/ spotlight (24 hrs)	R500,00 per shift,	>5 incidents
Standard Operating Procedure not on site	R100,00 per shift	>5 incidents
Metal Detectors	R 500,00 per entrance	>5 incidents

1.2 Personal equipment

Part of standard company equipment

ITEM	PENALTY	RESULT IN TERMINATION OF THE CONTRACT
Uniform	R250,00 per item per person per shift	>5 incidents
Raincoat	R250,00 per person per shift	>5 incidents
PSIRA Identity card	R250,00 per person per shift	>5 incidents
Occurrence Book	R500,00 per person per shift	>5 incidents
Pocket book	R250,00 per person per shift	>5 incidents
Guard monitoring system not working	R1,000,00 per person per shift	>5 incidents
Non – Engraved Occurrence Book	R250,00 per shift	>5 incidents

1.3 Vehicles

ITEM	PENALTY	RESULT IN TERMINATION OF THE CONTRACT
Site/Patrol Vehicles	R 2,000,00 per vehicle	>5 incidents

1.4 Conduct

ITEM	PENALTY	RESULT IN TERMINATION OF THE CONTRACT
Sleeping on duty	R1,000,00 per person per shift or immediate dismissal	>10 incidents
Under the influence alcohol and drugs	R1,000,00 and immediate removal	>10 incidents

Late posting	R500,00 per post per hour	>5 incidents
Short posting/Under posting	R3,000,00 per person per shift	>5 incidents
Post deserted	R2,000,00 per person per shift	>5 incidents

1.5 General penalties will apply in the following cases

NATURE OF INCIDENT	PENALTY	RESULT IN TERMINATION OF THE CONTRACT
Management/supervisory site visit	R500,00 per site per shift	>5 incidents
Falsification of entries into the occurrence book.	R2,000, 00 per page on which any number of faults founded.	>5 incidents
Failure by the service provider to report any security related incident or breaches	R1,000,00 to the service provider	>5 incidents
Monthly report not received within five days of the following month	R2,000,00 per company report	>5 incidents

ANNEXURE A SCHEDULE OF EQUIPMENT

TYPE OF INSTITUTION	EQUIPMENT REQUIRED	ESTIMATED QUANTITY REQUIRED
Hospital & CHC's	Flashlight	30% of the Number of Guards Required
	Handheld radio	15% of the Number of Guards Required
	Handheld metal detector	20% of the Number of Guards Required
District Office Sites & Clinics	Flashlight	2
	Handheld radio	2
	Handheld metal detector	2

- In terms defining the percentages stipulated above in relations to the number of guards required. If a Hospital or CHC requires 100 guards; then 30% of 100 will give the estimated number of Flashlights required (i.e. 30 Flashlights); 15% of the 100 will give the estimated number of Handheld Radios required (i.e. 15 Handheld Radios); and 20% will give the estimated number of Handheld Metal Detectors required (i.e. 20 Handheld Metal Detectors). The Department reserves the right to increase or decrease these figures.
- As per clause 1.1.7 of the Special Terms and Conditions "The Department reserves the right to increase or decrease the number of Security Guards as reflected on the Deployment Schedule /price pages, per Institution." Thus the figures above will be adjusted in alignment with this provision. Additionally the Department of Health KZN reserves the right to increase or decrease the above figures.
- The cost of the above equipment must be included as part of Overhead Costs of the Pricing Schedule.

Bidders must submit:

Proof of Registration and Letter of Good Standing with PSIRA. (Certified Copies).
Current letter of good standing for COIDA with valid reference number (to be verified on line)
Proof of Business Address (Utility Bill, or alternatively, a Letter from the Ward Councillor or lease agreements)
Fire-arm licenses in the name of the Company and/or Close Corporation (Certified Copies)

SECTION M: PRICING SCHEDULE:

SBD 3.1

NAME OF BIDDER:	BID NO: ZNB4761/2022-H
CLOSING TIME 11:00	CLOSING DATE: 23 AUGUST 2022

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: PROVISION OF SECURITY SERVICES FOR CATO MANOR COMMUNITY HEALTH CENTRE (CHC) FOR THE PERIOD OF EIGHT (08) MONTHS

Guard and Shifts	Monthly per person	Monthly for all guards
Day Shift (08 guards 7 days a week)	R.....	R.....
Night Shift (06 guards, 7 days a week)	R.....	R.....

- | | | |
|---|--------|--------|
| 1. Sub-Total of personnel per month
(Annual escalation shall be at PSIRA rates) | | R----- |
| 2. Overheads per month (Annual escalation shall be at CPIX rates) | | R..... |
| (NB: Overheads must include vehicle & travelling cost, security aids, security issued equipment, serviceable equipment included in "Annexure A", liability insurance, office administration costs and any other overheads expenses) | | |
| 3. Profit per month in percentage (%) (Same rate will apply)
(Percentage of 1 + 2) |% | R..... |
| TOTAL OF 1, 2 AND 3 ABOVE | | R..... |
| VAT | | R..... |
| 4. TOTAL PER MONTH | | R..... |
| 5. TOTAL FOR 08 MONTHS | | R..... |

Required by: **KZN DEPARTMENT OF HEALTH**

-At: **CATOMANOR CHC**

Delivery period (on order)

Failure to comply with the above shall invalidate the offer received.

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

..... (Signature of Bidder) Date (Signature of Witness) Date
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SECTION N: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Pre-qualification criteria
- Phase 2: Minimum Compulsory Requirements
- Phase 3: Price and Preference Points

Phase 1: Pre-qualification criteria

To apply pre-qualifying criteria to advance certain designated groups as provided for in the abovementioned legal prescripts, the Department will pre-qualify bidders in the following designated groups to achieve the provincial targets for this sector:

Designated Group	%
1. BBEE STATUS - MINIMUM LEVEL 1	100%

Phase 2: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1.	Section A: Invitation to Bid (SBD1)	Yes				
2.	Section B: special instructions and notices to bidders regarding the completion of bidding forms	Yes				
3.	Section C: Authority to sign a bid	Yes				
4.	Section D: Bidder's Disclosure (SBD 4)	Yes				
5.	Section E: The National Industrial Participation Programme (SBD 5)	Yes				
6.	Section F: Declaration That Information on Central Supplier Database is Correct and up to Date.	Yes				
7.	Section G: General Conditions of Contract	Yes				
8.	Section H: Special Conditions of Contract	Yes				
9.	Section I: Conditions of Bid	Yes				
10.	Section K: Technical Specifications	Yes	Yes			
11.	Section L: Pricing Schedule	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSOR Y (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YE S	NO	N/A
1.	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes			
2.	A B-BBEE Status Level Verification Certificate/ Sworn Affidavit (For EMEs & QSEs).	Yes	Yes			
3.	Proof of Registration and Letter of Good Standing with PSIRA. (Certified Copies).	Yes	Yes			
4.	Current letter of good standing for COIDA with valid reference number (to be verified on line)	Yes	Yes			
5.	Proof of Business Address (Utility Bill, or alternatively, a Letter from the Ward Councillor or lease agreements)	Yes	Yes			
6.	Fire-arm licenses in the name of the Company and/or Close Corporation (Certified Copies)	Yes	Yes			

Phase 3: Price and Preference Points

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- Points for this bid shall be awarded for: Price; and Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and must not exceed	100