Province of the
EASTERN CAPE
HEALTH

Office of the Nelson Mandela Bay Health District Manager
Private Bag X 28000 · Greenacres · Port Elizabeth · 6057

Enquiries : S. Calitz
Tel : 041 391 8179

Date : 2026-10-21

ADVERTISEMENT OF A 24 DAY BID
REQUEST FOR PROPOSALS/QUOTATIONS

NELSON MANDELA BAY HEALTH DISTRICT
REF.NO : SCMU3-26/27-0028-NMB

APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES AT NELSON MANDELA BAY HEALTH DISTRICT HOSPITALS, COMMUNITY HEALTH CENTRES, PRIMARY HEALTH CARE CLINICS AND OTHER SUPPORTING HEALTH CARE FACILITIES IN NELSON MANDELA METRO FOR A PERIOD OF 36 MONTHS

Quotations are hereby invited from a registered service providers to provide for the above security services at Nelson Mandela Bay Health District and Supporting Health Facilities.

Bid documents can be downloaded for free on www.etenders.gov.za (e-tender portal) and www.echealth.gov.za and will be available on Monday, the 30th October 2026

All bids must be received before the closing time and date stipulated above and must be submitted on e-tender portal(www.etenders.gov.za) No late bid submission will be accepted.

In order to make the evaluation process smoother, bidders are required to submit in the bid proposals and all supporting documents in the following e-tender submission Envelopes / Files numbered as;

Envelope 1	Fully Completed and Signed SBD Documents
Envelope 2	Item 24.a-I Compliance Attachments Evidence
Envelope 3	Item 25 – Functionality Compliance Evidence
Envelope 4	Item 27 – HDI Score Claim Evidence
Envelope 5	Company Profiles

Compulsory Site Briefing : **Date : 06 November 2026** **Mr. Gqotana – 083 378 1482**	**Nelson Mandela Bay Health District, Conyngham road, Parson Hill, Gqeberha(P.E), Complex Board Room**

Bid starting date is **30 October 2026**	Closing date is **20 November 2026** at 11:00. **No late quotations will be accepted.**

For any queries please call Susan Calitz 041 391 8179 / Alta Rudman (041)391 8131

Mrs. S. Macingwane
SENIOR MANAGER: FINANCE AND SCM
NELSON MANDELA BAY HEALTH DISTRICT

United to achieving quality health care for all
24 hours Call Centre: 0800032364
Website:www.ecdoh.gov.za

Province of the
EASTERN CAPE
HEALTH

SBD 1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NELSON MANDELA BAY HEALTH DISTRICT FACILITIES					
BID NUMBER:	**SCMU3-26/27-0028-NMB**	CLOSING DATE:	**20th November 2026**	CLOSING TIME:	**11:00**
BID BRIEFING	**Nelson Mandela Bay Health District Gqeberha(P.E)**	BRIEFING DATE	**06th November 2026**	BRIEFING TIME	**11:00 to 13h00**
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES AT NELSON MANDELA BAY HEALTH DISTRICT HOSPITALS, COMMUNITY HEALTH CENTRES, PRIMARY HEALTH CARE CLINICS AND OTHER SUPPORTING HEALTH CARE FACILITIES IN NELSON MANDELA METRO FOR A PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO E-TENDER PORTAL:

Bid documents can be downloaded for free on www.etenders.gov.za (e-tender portal) and www.echealth.gov.za and will be available on Monday, the 26th October 2026

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms S. Calitz**	CONTACT PERSON	**Mr M. Gqotana**
TELEPHONE NUMBER	**041 391 8179**	TELEPHONE NUMBER	**043 708 1782**
FACSIMILE NUMBER	**N/A**	CELL NUMBER	**083 378 1482**
E-MAIL ADDRESS	**susanna.calitz@echealth.gov.za**	E-MAIL ADDRESS	**mcebisi.gqotana@echealth.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE SUBMITTED VIA E-TENDER PORTAL BY THE STIPULATED TIME. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

Province of the
EASTERN CAPE
DEPARTMENT OF HEALTH

BID CONTROL SHEET

NELSON MANDELA BAY HEALTH DISTRICT: DEPARTMENT OF HEALTH E.C

PROCUREMENT OF PROVISION OF SECURITY SERVICES FOR NELSON MANDELA BAY HEALTH DISTRICT HOSPITALS, COMMUNITY HEALTH CENTRES AND PRIMARY HEALTH CARE CLINICS FOR A PERIOD OF 36 MONTHS

Revision		
Drafted By	**Date:**	**Signature:**
Mr. M. Gqotana	2026-07-30	
Reviewed By:	**Date:**	**Signature:**
MANAGER - DEMAND MANAGEMENT	15 / 09 / 2026	
Approved By: Specification Committee	**Date:**	**Signature:**
Mr. D. Smith	24/08/2026	
Approved By: Snr. Finance Manager	**Date:**	**Signature:**
Mrs. S. Macingwane	04/09/2026	
Process and Advert Approved By:	**Date:**	**Signature:**
Ms. C. Mgijima	15/09/2026	

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Part 1 – Special Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

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Schedule A –	Government Procurement: General Conditions of Contract
Schedule B –	Pricing Schedule (SBD 3.1)
Schedule C –	Declaration of Interest (SBD 4)
Schedule D –	Qualifications and experience
Schedule E –	Organization type
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Schedule G –	Details of Bidder's nearest office
Schedule H –	Financial Particulars
Schedule I –	Preference Points Claim Forms (SBD 6.1)
Schedule J –	Bidders Consent Form

DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising o The cover page and the table of content and definitions o Part 1 which details the Conditions of Bid; o Part 2 which details the Conditions of Contract and Operational Requirements; o Part 3 which details the bid strategy o Part 4 which details the Specifications relating to the Technology / Services o Part 5 which contains all the requisite bid forms and certificates; As read with GCC – *General Conditions of Contract*
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1

SPECIAL CONDITIONS OF BID

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful notes of the special conditions.

2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

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

2.4 **The bidder is required to provide a detail document that will be assisting the department with reduction of guards on incorporation of electronic security in the Facilities. This document must be accompanied with the bid documents.**

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

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

3.2 All bids must be submitted via e-tender portal (www.etenders.gov.za) before the closing time and date stipulated on the cover page of this invitation to bid.

3.3 All bids must be received before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.
Guide: How to submit a response to the E-tender Portal
1. (https://www.etenders.gov.za/)
2. Click "Login"
3. Select "Supplier Login"
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.
8. Click on "Start eSubmission Process"
9. Select Supplier
10. Click "Start response"
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.
If you experience difficulties on eSubmission please contact:
021 406 9229 /012 406 9222 or email etenders@treasury.gov.za
13. Take note of the envelope submission in item 3.4 below

3.4 In order to make the evaluation process smoother, bidders are required to submit in the bid proposals and all supporting documents in the following e-tender submission Envelopes / Files numbered as;

Envelope 1	Fully Completed and Signed SBD Documents
Envelope 2	Item 24.a-l Compliance Attachments Evidence
Envelope 3	Item 25 – Functionality Compliance Evidence
Envelope 4	Item 27 – HDI Score Claim Evidence
Envelope 5	Company Profiles

4. ENQUIRIES

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

5. COMPULSORY BID BRIEFING

The details of the compulsory briefing session are indicated on the cover page of the bid. Bidders will be required to sign the attendance register at the briefing session and obtain an attendance certificate. Signature of the attendance register, and possession of attendance certificate will constitute proof of compliance with this condition. **Only one representative must represent one company on the briefing session. Bidders who failed to attend and did not sign the attendance register as proof of attendance will be disqualified.** ECDOH intends to hold a **Physical briefing Session on the 06th November 2026 at 11h00 at Nelson Mandela Bay Health District - Walton Building, Conyngham Road, Parsons Hill ,Gqeberha.**

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

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

7. DECLARATION OF INTEREST

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

8. QUALIFICATIONS OF BIDDERS

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

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.
These details should be submitted on the form attached as Part 5 – Schedule E

10. CONSORTIUM / JOINT VENTURE

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

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

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

10.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium;

10.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

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

11. ORGANISATIONAL PRINCIPLES

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

12. DETAILS OF THE PROSPECTIVE BIDDERS' NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

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

13. FINANCIAL PARTICULARS

Bidders must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule H.

14. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule I contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

15. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (Ninety)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16. ACCEPTANCE OF BIDS

The State, the ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the State, the ECDoH, considers to be of minor importance and not complied with by the bidder.

17. NO RIGHTS OR CLAIMS

17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

17.2 Neither the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

18. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

18.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the ECDoH.

18.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

19. ACCURACY OF INFORMATION

19.1 The information contained in the invitation to bid has been prepared in good faith. Neither the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

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

20. COMPETITION

20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.

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

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

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

21. RESERVATION OF RIGHTS

21.1 Without limitation to any other rights of the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to: -

21.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

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

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

21.1.4 Nelson Mandela Bay Health District has 3 clusters : Cluster A, Cluster B, Cluster C. The bid will be awarded to Three(3) Service providers each responsible for its cluster unless the number of qualifying bidders are less than the number of clusters. Bidder(s) who scores the highest number of points will be the one considered.

21.1.5 Bid award includes a requirement of ±30% sub-contracting agreement to CSD registered up coming Nelson Mandela Metro Security SMME service providers

21.2 **All shortlisted bidders (BAC Level) may be subjected to screening by State Security Agency (SSA)**

21.3 It is recommended that the successful bidder employ the Security Guards (Grade C/D) that are within the Cluster .

22. REQUIREMENTS

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

22.2 The previous performance of the bidder will be considered in the evaluation of the bid.

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

22.4.1 Latest financial statements in the case of Companies and in the case of Close Co-operation CC or

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

22.4.3 Form Part 5 schedule H must be completed accordingly.

22.5. The successful service provider might be required to undergo control and restrain training offered by the Department of Health.

23. EVALUATION CRITERIA

23.1 The bid will be evaluated as follows:

- Stage 1: Mandatory Administrative compliance /pre-qualification
- Stage 2: Functionality
- Stage 3: Price and Specific Goals Points
- Stage 4: In Loco Inspection

23.2 The stages are further detailed below:

24. STAGE 1: ADMINISTRATIVE COMPLIANCE EVALUATION

24.1 The following criteria shall apply:

MANDATORY REQUIREMENTS

A bidder must submit

a) a valid Company's **PSIRA** (Private Security Industry Regulatory Authority) registration certificate. **Only New PSIRA certified certificate copies will be accepted. (Certification must not be older than 90 days)**, or a **PSIRA issued Digital Certificate with verifiable barcode.**

b) a valid Directors Registration **New PSIRA certificate**. Only certified copies of this will be accepted. **(Certification must not be older than 90 days) - or a PSIRA issued Digital Certificate with verifiable barcode.**

c) Certificate of registration with the **National Bargaining Council for the Private Security Sector (NBCPSS).**

d) **Letter of Good Standing from the National Bargaining Council for the Private Security Sector (NBCPSS).**

e) **Certificate of registration with Private Security Sector Provident Fund (PSSPF) or valid exemption letter from the Private Security Sector Provident Fund (PSSPF).**

f) **Letter of Good standing with Private Security Sector Provident Fund (PSSPF) or an exemption letter if applicable.**

g) **Certificate of registration with Health Insurance (Hospital Cover) as contemplated in the NBCPSS or own arranged Health Insurance (Hospital Cover).**

h) **Letter of Good Standing with Health Insurance**

i) a valid **letter of Good Standing** issued by PSIRA.

j) a valid **COIDA** certificate. (Compensation of Occupational Injury and Diseases act) from Department of Labour

k) **Public Liability Policy contract not older than 12 (twelve) months or a letter of intent to take out insurance from the Insurance Company or Broker and must be submitted as part of the returnable.** Before resuming with the work, the company must submit the insurance policy contract for this service, because The successful bidder will be held responsible for any damage or loss suffered by the Department as result of the bidders Security Officer's negligence or willful action in the ordinary execution of their duty.

l) **Proof of** compliance with the **National Bargaining Council for the Private Security Sector (NBCPSS) rates as per the National Government Gazette no. 50065.**

m) **Pricing must be in line with NBCSSS rates.**

n) **Bid Prices must include overheads costs.** (Clarity will be given in the briefing)

(a) Bidder must complete and submit SBD Documents

FAILURE TO COMPLY WITH THE ABOVE MANDATORY REQUIREMENTS WILL INVALIDATE YOUR BID.

(b) The Department of Health reserves the right to verify the information requested with the Private Security Industry Regulatory Authority **(PSIRA)** or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not reflect the one provided on the bid document will render the bid null and void. The ECDOH will not be liable for any inaccurate information supplied.

(c) **Only registered service providers will be considered. The bidder whose registration is in process or has been suspended or withdrawn by PSIRA at the time of submission of the bid documents will be disqualified.**

(d) Bidders must be registered with the Centralized Supplier Database (CSD) and furnish proof of registration with the bid.

(e) To promote Clothing and Textile Industry manufacturers in Eastern Cape, Service Providers are encouraged to source Uniform for Security Guards from local manufacturers based in the Eastern Cape. The successful service provider will be required to submit proof of purchase from Eastern Cape based manufacture / supplier in the form of invoice on submission of their Invoice for services rendered.

24.2. CONTRACTING REQUIREMENTS

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

24.2.1. Availability of 100% specified uniform for cold, warm and wet weather for the number of security guards specified is mandatory.

24.2.2. Availability of 100% specified equipment list is mandatory in line with the above requirements listed in.

25. STAGE 2: FUNCTIONALITY EVALUATION

- The minimum threshold for functionality is **35 points out of 60** points.
- A bidder that **scores less than 35 points out of 60** in respect of functionality will be regarded as a non-responsive bid and will be disqualified.
- Only bidders that obtain **35 points and above** will qualify for further evaluation in terms of price and Specific Goals evaluation (3rd stage)

- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

Criteria	Description /Sub-criteria	Max Score	Required Evidence
Experience	**Work Experience in security services** Below 2 years 2 – 3 years 4 – 7 years 8 years and above	**15** 1 5 10 15	Project reference letter from current and previous clients for similar services clearly indicating **duration of contract, contract start and end date, bid value** and **performance of the bidder.** ***NB: Points will only be allocated when the bidder included the project reference letter which includes the above highlighted information. Project reference letter must be stamped and signed by the referee(client)***
Human Resources	**Available Staff for security services** a) Provide us with the payroll of the business showing the following:	**25** 10	Staff Payroll stamped and signed by the bidder. Submit a copy of a customized payroll showing the following: ➢ Name ➢ ID number ➢ PSIRA number ➢ Employee number ➢ Basic salary Failure to provide the above will invalidate the staff payroll points
	b) A sufficient minimum of 341 prospective employees are available or can be contracted with, for the facilities tendered for.	5	Submit a copy of a customized database showing the following: ➢ Name ➢ ID number ➢ PSIRA number ➢ Residential address ➢ Contact number Failure to provide the above will invalidate the database points.
	c) A clear system in place to accommodate sick/absent employees without affecting guarding services.	5	A document that outlines the plan for dealing with emergency requirement of staff in place of sick/absent staff for the allocated site.
	d) Proof that you are registered for PAYE	5	Proof of Registration for PAYE Supplier must be registered on CSD as proof or submit Tax clearance to prove registration

Criteria	Description /Sub-criteria	Max Score	Required Evidence
Fleet / Vehicles	a) 1 Vehicle = 0 Points b) 2 Vehicles c) +3 Vehicles	**10** **3** **5** **10**	Bidder to supply proof of vehicles By a. List of registered vehicles allocated in PE b. Pictures
Methodology	**Methodology on provision of security and reduction of guards on incorporation of electronic security.** d) Methodology on Provision of security services in the facilities.	**10** 5	Document outlining Methodology on Provision of security services in the facilities.
	e) Methodology on reduction of guards on incorporation of electronic security in the Facilities.	5	Document outlining Methodology on reduction of guards on incorporation of electronic security in the Facilities.
	TOTAL	**60**	

25.1 CHECKLIST OF INFORMATION REQUIRED FOR FUNCTIONALITY EVALUATION

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

	DESCRIPTION	YES	NO	ATTACH PROOF
Experience	Project Reference letter from current and previous clients clearly indicating number of years' experience, start and end date of contract, performance of the contractor			
Human Resources	a) Company Payroll certifying that there is sufficient number of security guards employed by the bidder as proof of available capacity (signed and stamped by the bidder)			
	b) Documentary proof confirming accessible staff from the database as and when the staff is required			
	c) A document outlining the plan for dealing with emergency requirement of staff in place of sick/absent staff for the allocated site			
	d) Proof of Registration for PAYE			
Vehicles / fleet	a) List of Registered vehicles and pictures			
Methodology	b) Document outlining Methodology on Provision of security services in the facilities.			

	DESCRIPTION	YES	NO	ATTACH PROOF
	c) Document outlining Methodology on reduction of guards on incorporation of electronic security in the Facilities.			

26. STAGE 3 : PRICE AND SPECIFIC GOALS EVALUATION

The bid will be evaluated in terms of Regulation 4(1) of the Preferential Procurement Regulation 80/20 or 90/10 Preference Point system will be applied where the lowest bidder will be allocated 80/90 Points for price. A maximum of 20/10 points will be awarded for specific goals.

The following formula will be used to calculate points out of 80/90 for price.

80/20 **or** **90/10**

$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$ or $Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where:

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

Pt =Comparative price of bid or offer under consideration.

Pmin = comparative price of lowest acceptable bid or offer.

The following table must be used to calculate the score out of 10/20 points for Specific Goals

SPECIFIC GOALS	Weighting (of Points)	Number of points (90/10 system)	Number of points (80/20 system)
Historically Disadvantage Individuals	20%	2	4
Historically Disadvantage Individuals – Women	20%	2	4
Youth	20%	2	4
Historically Disadvantage Individuals – Disability	10%	1	2
Military Veterans	10%	1	2
Locality – Eastern Cape	20%	2	4
TOTAL	100%	10	20

a) A bidder **must** submit proof of its Specific Goals.
b) A bidder who failed to submit proof of Specific Goals will not be disqualified but will not be awarded points for that Specific goal.
c) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
   - CIPRO Certificate (CK certificate or COR14.3 Certificate) and Share Certificate copies (In case a (Pty) Ltd Company), must be certified with original stamp within 3 months from closing date of bid/quote). These documents must also reflect the shareholding percentages (%) by each member or shareholder.

- Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature).
- Municipal accounts or lease agreement or proof of address from local councilor.
- Letter from Department of Military Veterans confirming status.

d) The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.
e) The bid will be awarded to the highest point scoring bidder.
f) (one cluster per supplier)

g) **Bidders must comply with the National Bargaining Council for the Private Security Sector (NBCPSS) rates as per the National Government Gazette no. 50065. Pricing must be in line with NBCPSS rates.**

27. STAGE 4: INLOCO INSPECTION

- In loco inspection will be conducted to the successful bidders that have complied to stages 1, 2 and 3, to verify information provided with the bid. Bidders inspected within the period of three (3) months and displayed capacity may not be inspected for the same requirements and quantities or less before the lapse of 3 months.

- In loco inspection assessment is conducted for due diligence purposes to assess the existence of the company and verify information submitted as response to Stage 1, 2 and 3 of the evaluation process. The department reserves the right to physically verify contents that are contained in the bid submission for technical evaluation.

- Verification of sufficient Uniform and Equipment Stock available

- Active Staff, Salary Payrolls to be in accordance with the NBPSS prescripts, Payment of UIF, PAYE

The following criteria will be used: Verification of information submitted in stage 1 and 2

REQUIREMENT	CRITERIA
Control Room (where in existence)	• Controlled by a PSIRA registered security guard • Security officer's ability to contact response guard force such as SAPS, etc. (for cases of emergency/serious incidents) • Security Control Centre's ability to have radio contact with security staff and client representatives on all sites

- Should the Department identify any discrepancies with the information already evaluated in Stages 1 to 2, such findings will be incorporated to the evaluation.

- For Bidders with no existing contract: A commitment to set up a control room within 30 days from award which will comply with the criteria above. (Written confirmation to be presented at the In Loco inspection)

28. **PROVIDE LIST OF CLIENT REFERENCES** (consolidated list of references must be accompanied by signed project reference letter)

Client	Project description	Year from	Year to	Bid Value	Duration	Contact person	Email address	Tel No.

29. PAYROLL

NAMES	ID	PSIRA NO.	EMPLOYEE NO.	BASIC SALARY

Each security company must develop its own authentic database with a clearly stated address and contact numbers.

30. DATABASE OF SECURITY GUARDS

NAMES	ID NO.	PSIRA NO.	PHYSICAL ADDRESS	CONTACT NO.

PART 2

CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the ECDoH or any other authorized authority or person (as the case may be) for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 **Prices will be firm and increased as per the gazette rates issued by NBCPSS.**

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

2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

3.1 ***The ECDoH's operational requirements.*** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 ***Problem identification and reporting.*** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall: -

Without delay inform the ECDoH of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;

Co-operate fully with the ECDoH in analyzing and investigating such incidents or accidents.

3.3 ***Other Service Providers*** The Service Provider acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

3.4 ***Regulations and statutes*** The Service Provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulation

3.5 ***Compliance with procedures.***

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The Service Provider shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

3.7 Should the ECDoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without delay?

3.8 ***Service Provider's procedures*** The Service Provider shall, upon receipt of written request from the ECDoH or its appointed Manager: -

4. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDOH/Institution and take such remedial action as may be necessary.

5. ENERGY MANAGEMENT

The Service Provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

6. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Instituion in covering letter relating to health and safety and will inform the ECDoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 ***Introduction.***

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contain the manner in which Service Provider's performance will be measured throughout the term of the contract.

9.2 ***Compliance.*** For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by Service Provider;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

9.3 ***Records.*** Service Provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

9.4 ***Measurement of performance***

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 ***Risk Assessment***

Compliance: As per signed service level agreement, the awarded bidder(s) will be required to visit all sites contracted to compile a full risk assessement report with the first 3 months from start date. The risk report must eb submitted supply chain management within the first week of the 4th month from start of contract. Bidder(s) not complying with this requirement is subjected to the penality clause idicated in item 14.

Report Content : The awarded bidder(s) will be required to visit all sites contracted within this contract. Inspections will be conducted to establishe all risk and potential risk factors at the facilities.

Each facility will have their own report to highly each and every risk factor identified by the awarded bidder.

Report Submission : This report on all sites must be submitted within the first 3 months from the start date of the contract. Non submission is subjected to penalties. See item 14. Penalty Clauses item 5.

9.6 ***Results of checks, audits and surveys*** ECDoH shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by Service Provider with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that Service Provider can prove otherwise be binding on Service Provider and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Service Provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

12. SUB-SERVICE PROVIDERS

Service Provider must only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given the awarded Service Provider shall remain liable to ECDoH for the performance of the Service

13. PROJECT DELIVERABLES

- The supply and delivery dates and times will be agreed upon with the successful bidder.
- Delivery addresses will be provided to the suppliers
- If at any time during performance of the contract, the supplier or its Sub Service Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).
- Non-compliance to delivery period will lead to cancellation of the contract.

First instance	Issue notice of breach
Second instance	Meeting and second notice of breach
Third instance	Cancellation of contract

14. PENALTY CLAUSES

14.1 The Easter Cape Department of Health's: Head of Security, or his representative/s, is responsible for routine inspections to the tenderer's areas of deployment in order to ensure an acceptable level of service is rendered in terms of both these specifications and or SOP's.

14.2 Irregularities detected through such routine inspections will result in a penalty being levied against the tenderer and such penalty could range from a monetary value to the reduction in work allocated and / or the termination of the service. The penalty furthermore serves as a quality control indicator.

14.3 The option of applying a penalty is but one aspect in a series of intervention options which may be implemented, depending on the severity and or continuation of the same irregularity. A penalty application should be regarded as an indicator which requires immediate corrective action to be implemented by the tenderer, failure of which may activate further intervention options. The escalation of action, although designed in a priority format, may be implemented without following the set priority. This action will depend on various factors such as:-

14.3.1 The severity of the irregularity or any action / activity which results in poor service delivery or which are in contravention of the specifications.

14.3.2 The interventions may include one or a combination of a:- Penalty, Removal from specific locality/ area or termination of services.

14.4 The submission of invoices for work completed is closely linked to the penalty clause, which requires from the tenderer to deduct the said penalties incurred from such invoice/s before submission to the Eastern Cape Department of Health.

14.5 The following penalty clauses will apply:-

NO	ITEM	PENALTY
1	No baton	R500
2	No torch (also not in working order)	R500
3	No Valid Psira ID card	R500
4	No uniform (the uniform must be complete)	R1000
5	No firearm / valid Firearm Authority Permit	Not Applicable
6	No pepper spray	100% of rate per shift
7	No handcuffs	100% of rate per shift
8	No two-way radio (radio must be 100% functional)	100% of rate per shift
9	No visit by supervisor per 6-hour period.	R2000
10	Late for duty within 3 hours	R2000
11	Late for duty beyond 3 hours	Pro rata to rate per shift
12	Reporting off duty prematurely	R5000
13	Sleeping / not totally alert	R5000
14	Under the influence of alcohol	100% of rate per shift
15	Leave designated area without authority	R500
16	Fail to book out / back from patrol	R500
17	Fail to book on or off duty + signature	R500
18	Compiles / making false occurrence book entry	R1000
19	Alter occurrence book or page entries	R1000
20	Defaces / remove occurrence book or page	R1000
21	Fails to record ID number and grade when booking on duty	R500
22	Fails to comply with standing order requirements not covered by the afore-mentioned clauses	R1000
23	Failing to hand/take over	R1000
24	Playing games and listening to music on cell phones while doing security duties	R500
25	Failure to submit Risk Assessment Report within the first quarter of awarded contract	R10000
26	No Handheld Metal Detectors with back-up battery	R2000
27	Late or Non-Submission of Risk Assessment Report as required within 3 months of start date	R10000 per Cluster R5000 per Facility left out within a Cluster

PART 3

BID STRATEGY

BID NO.	**SCMU3-26/27-0028-NMB**
BID DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES AT NELSON MANDELA BAY HEALTH DISTRICT HOSPITALS, COMMUNITY HEALTH CENTRES, PRIMARY HEALTH CARE CLINICS AND OTHER SUPPORTING HEALTH CARE FACILITIES IN NELSON MANDELA METRO FOR A PERIOD OF 36 MONTHS**

INTRODUCTION

1. Purpose

To ensure provision of effective and efficient 24/7 security services that will provide healthy, safe working environment for employees, patients, visitors and protect government properties and assets.

2. Problem Statement

It is imperative for NELSON MANDELA BAY HEALTH DISTRICT to be under 24 hour's strict security as clinical services are offered 24 hours and safety is of utmost for staff, patients and visitors. The information that is used and received during rendering services and stored in computers and in records need to be protected from being accessed by unauthorized persons.

3. Overall Objectives

To ensure provision of effective and efficient 24/7 security services that will provide healthy, safe working environment for employees, patients, visitors and protect government properties and assets.

It is imperative for **Nelson Mandela Metro Health District facilities** to be under 24 hour strict security as some clinical services is operating 24 hours and safety is of utmost for staff, patients and visitors. The information that is used and received during rendering of services and stored in computers and in records needs to be protected from being accessed by unauthorized persons

This office has roll out the electronic security solutions to assist with the early detection of intrusion and therefore, the Department of Health reserves the right to reduce the number of guards advertised at any time

According to the Methodology the number of guards will be reduced as required due to the electronic security solution for early intrusion detection is roll-out at clinic and health facilities and therefore the Department of Health reserves the right to reduce the number of guards advertised at any time. The Department has the right to re-locate original placement locations from one location to another location within the Cluster allowance to ensure safe and security environment for staff, patients and visitors to the health facilities.

4. Bid Awarding Strategy

(a) Nelson Mandela Bay Health District is having 3 clusters (Cluster A, B,C). The bid will be awarded to Three(3) service providers each responsible for its cluster unless the number of qualifying bidders are

less than the number of cluster. The bid will be awarded to three bidder's who scored the highest number of points.

(b) Awarded bidder will be obligated to sub contract 30% to up coming Nelson Mandela Metro Security SMME service providers on clusters A, B, C.

(c) The Department reserves the right to decrease the number of guards if there are electronic security systems installed, and the guards are no longer required and also to increase the guards if there is a need.

(d) The successful bidder will be required to enter into a written contract with the Department.

(e) This contract will contain performance penalties based on clause 11 in Part 2 and service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract

5. Staffing Strategy

Bidders are to allow for the following staff provision: -

Managerial and Supervisory Staff Requirements.	Bidders are to allow for the provision of all Managerial and Supervisory staff: • Site Supervisor – Grade B • Site guards – Grade C
Facility General Staff Requirements	Bidders are to allow for the provision of all security staff at all levels. • Site Guards – Grade B & Grade C
Facility Working Hours 24 Hour Facilities	Grade C/D – Monday – Sunday – Day / Night Grade B – Monday – Sunday – Day Shift
Working Hours Clinics / Administrative Buildings Depending on facility needs and Electronic Security Solutions	Grade C/D – Monday – Sunday – Day or Grade C/D – Monday – Sunday – Day and Night Grade B – Monday – Sunday – Day Shift
	Monday – Friday Days On Call Monday – Friday - Nights On Call Saturday – Sunday – Public Holidays - Day On Call Saturday – Sunday – Public Holidays - Nights
3 x Grade B Guards	Will be responsible for the Day-to-Day Managing of the Guarding Services Performance. Attending to all Managerial issues with staff, Incidents and reporting to OHS Manager Service Hours Mon – Fri = Day 08h00-17h00 24-hour On Call for Week Nights, Weekends and Public Holidays Managing of all security guards per cluster(human resources, absence, performance etc.) -Reporting & Assessments of incidents -Resolve issues between guards, employer and ECDoH. -Quarterly meetings -Risk Assessment submission compliance -Management of sub contracted guards within the cluster -Will be responsible for the Day-to-Day Managing of the Guarding Services Performance. -Attending to all Managerial issues with staff, Incidents and reporting to OHS Manager
30% Sub Contracting requirements on Cluster A, B, C	69 Guards to be sub-Contracted within this contract ➢ **Cluster A = 23 Guards** ➢ **Cluster B = 16 Guards** ➢ **Cluster C = 30 Guards**

6. Facilities

Bidders are to allow for the following staff provision: -

Cluster A

Empilweni TB Hospital	Off Mati Road, New Brighton, Port Elizabeth
Nelson Mandela Bay Health District Maternity Obstetric Units	21 Administrative and Primary Health Care Facilities Port Elizabeth (Kwazakhele, Motherwell, Zwide, New Brighton)
Emergency Services and Training Centre	Dora Nginza Hospital Premises, Spondo Road, Zwide, Port Elizabeth
Eastern Cape College of Emergency Care	Dora Nginza Hospital Premises, Spondo Road, Zwide, Port Elizabeth
Medical Depot	Straunway Road, Struandale, PE.

Cluster B

Uitenhage Provincial Hospital	Channer Street, Levyvale, Uitenhage
Orsmond TB Hospital	No.1 John Dissel Drive, Allenridge, Uitenhage (Currently Closed, Service Required)
Nelson Mandela Bay Health District Maternity Obstetric Units	16 Administrative and Primary Health Care Facilities Port Elizabeth / Despatch / Uitenhage

Cluster C

Elizabeth Donkin Hospital	Forest Hill Drive/La Roche Drive , Forest Hill, Port Elizabeth
Jose Pearson TB Hospital	Mission Road, Greenbushes, Port Elizabeth
Nelson Mandela Bay Health District Maternity Obstetric Units	20 Administrative and Primary Health Care Facilities Port Elizabeth / Despatch / Uitenhage
Lilitha Nursing College and Lilitha Nursing College	Park Drive, Port Elizabeth

PART 4

SPECIFICATION AND SCOPE OF WORK SUMMARY

BID NO.	**SCMU3-26/27-0028-NMB**
BID DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES AT NELSON MANDELA BAY HEALTH DISTRICT HOSPITALS, COMMUNITY HEALTH CENTRES, PRIMARY HEALTH CARE CLINICS AND OTHER SUPPORTING HEALTH CARE FACILITIES IN NELSON MANDELA METRO FOR A PERIOD OF 36 MONTHS**

DEPLOYMENT OF SECURITY OFFICERS WITHIN NELSON MANDELA BAY HEALTH DISTRICT AND PERIMETERS WILL BE AS FOLLOWS:

		Grade C Day	Grade C Night	Grade B
Cluster A - Health Facilities				
Empilweni TB Hosp	1			1
	10	5	5	
Emergency Services Training	6	3	3	
Emergency Services	6	3	3	
Medical Depot	1			1
	8	8		
Kwazakhele CHC	5	3	2	
Kwazakhele MOU	2	1	1	
Motherwell CHC	8	4	4	
Kwamagxaki Clinic	1	1		
NU8 Motherwell	2	1	1	
Dora Nginza Dental Clinic	1	1		
Dora District Surgeon	1	1		
Ikamvelihle	1	1		
Lunga Kobese	1	1		
Veeplaas Clinic	2	2		
Soweto Clinic	2	2		
Kwazakhele Clinic	1	1		
Max Madlingozi Clinic	1	1		
Tandoxolo Clinic	1	1		

Continuation from page 30		Grade C Day	Grade C Night	Grade B
Cluster A - Health Facilities				
NU-2 Clinic	2	2		
NU-11 Clinic	2	2		
Wells Estate Clinic	2	2		
Tshangana Clinic	1	1		
Zwide Clinic	4	2	2	
New Brighton Clinic	1	1		
New Brighton CHC	4	2	2	
	77	52	23	2
		77		

		Grade C Day	Grade C Night	Grade B Day Mon-Sun
Cluster B Health Facilities				
Orsmond TB Hospital	**0**			
	8	4	4	
Uitenhage Provincial Hospital	**19**	10	9	
B Guard	**1**			1
Leatitia Bam CHC	**6**	3	3	
Middle Street Clinic	**2**	1	1	
Leatitia Bam Rehab Centre (Mabandla) will be relocated in NMBHD	**2**	1	1	
Rosedale Clinic	**1**	1		
Mabandla Clinic	1	1		
Masakhane Clinic	1	1		
Joe Slovo Clinic	**1**	1		
Edameni Clinic	**2**	2		

		Grade C	Grade C	Grade B
Continuation from page 31		Day	Night	Day Mon-Sun
Cluster B Health Facilities				
Park Centre Clinic	1	1		
Gustav Lamour Clinic	2	1	1	
Lukhanyo Clinic	1	1		
Nomagesi Jayiya Clinc	1	1		
du Preez Street Clinic	1	1		
Silvertown Clinic	1	1		
Isolomzi Clinic	1	1		
Rocklands Clinic	1	1		
Kruisrivier Clinic	1	1		
	54	34	19	1
		54		

		Grade C	Grade C	Grade B
		Day	Night	Day Mon-Sun
Cluster C Health Facilities				
Elizabeth Donkin Psych. Hospital	1			1
	24	14	10	
Lilitha Nursing College PE Campus	6	3	3	
Jose Pearson TB Hosp MUST be a Female for Childrens Ward at Night ONLY	27	15	11	
			1	
Korsten CHC	4	2	2	
Walmer 14th Ave Clinic	2	1	1	

Continuation from page 32	Grade C Day	Grade C Night	Grade B Day Mon-Sun
Cluster C Health Facilities			
PE Central Pshyciatric Clinic	1	1	
PE Central CHC	6	3	3
Algoa Park Clinic	1	1	
Bethelsdorp Clinic	1	1	
Bloempark Clinic	2	2	
Chatty Clinic	2	2	
Kwadwesi Clinic	1	1	
Linton Grange Clinic	1	1	
Schauder Clinic	1	1	
Waltons District Office	4	2	2
Central Clinic	1	1	
Gqeberha Clinic	2	2	
Helenvale Clinic *High Risk	2	2	
Booysens Park Clinic	2	1	1
Gelvandale Clinic	2	2	
Govan Mbeki Clinic	1	1	
Missionval Clinic	1	1	
West End CHC	5	3	2
	100	63	36	1
		100		

	Grade B Day
Cluster B,C Health Facilities	
Cluster B, C	2
	2

1. SPECIFICATION

1.1.a Tenders are called for the provision of physical security guards (guarding) services in terms of the specifications where required. This will include, monitoring of guards in the tenderer's offsite control room, rapid response to risks and threats reported by guards on site. Overall protection and safe guarding from illegal activities, thefts, vandalism against the Eastern Cape Department of Health Staff, Patients, Assets and Infrastructure.

1.1.b Only Private Security Industry Regulatory Authority Registered and reputable security system service providers, who are capable of rendering all of the functions as required in terms of the specifications included herein will be considered.

1.1.c The Eastern Cape Department of Health reserves the right to appoint more than one service provider.

1.3.1 The Eastern Cape Department of Health is responsible "to promote a safe and healthy environment" within its financial and administrative capacity. (Chapter 7 of the Constitution - Section 152).

1.3.2 The National Development Plan (NDP) 2030, under the chapter "Building Safer Communities" indicate that one of its key points is "an integrated approach to safety and security will require coordinated activity across a variety of departments, the private sector and community bodies, the latter to include revitalized community-safety centers".

1.3.3 Aligned to the Constitutional imperatives and NDP is the 2016 White Paper on Safety and Security, published in Government Gazette No 41082, dated 1 September 2017, which seeks to realize the vision espoused in the NDP that building safer communities is a collective responsibility of both the state and its citizens (extracted from the White Paper foreword).

1.3.4 The Eastern Cape Department of Health, in terms of the legal imperatives referred to, thus have an obligation to provide protection of Eastern Cape Department of Health assets, infrastructure, property and staff, a function which has been provided for through various means such as the installation of burglar alarm systems, monitoring of such and response in event of alarm activation. Such services may be required in as diverse localities such as high-rise buildings, construction sites, depots, strategic installations or temporary locations.

1.3.5 The provision of external security systems services is central to the Eastern Cape Department of Health achieving its Health Care Services objectives. An environment thus needs to be created whereby the Eastern Cape Department of Health could base its asset protection strategy on proven national standards and experiences. Sound business, security and legal principles should at all times be applied.

2. GLOSSARY OF TERMS

The following abbreviations and descriptive references appear in this specification:-

Reference	Explanation
Eastern Cape Department of Health Responsible Official (ECDOH)	An Eastern Cape Department of Health official responsible for the site, depot or equipment to be protected as the case may be under the tender
Eastern Cape Department of Health : Nelson Mandela Bay Health District Representative (ECDOH : NMBHD)	The head of the Directorate for the time being of the Eastern Cape Department of Health under whose control the site, depot or equipment resorts, or of his/her duly authorized representative and shall include the Institutional Head of Security Services
Standard Operating Procedures (SOP)	A set of instructions covering those features of operations which lend themselves to a definite or standardized procedure without loss of effectiveness. The procedure is applicable unless ordered otherwise.
PSIRA	Private Security Industry Regulatory Authority of which registration is required as a security service provider such as CCTV installer, CCTV management, monitoring (control room) and control room operators
SASSETA	Safety and Security Sector Education and Training Authority
Control Room	PSIRA / SAIDSA approved Control Room which acts as a nodal point for the viewing / monitoring of alarm / CCTV signals and dispatching of response units, which incorporates software and hardware platforms that allows such signals to be communicated to an operator through an integrated approach.
SANS	South African National Standards.
ICASA	Independent Communications Authority of South Africa. ICASA's is responsible for the licensing of broadcasting services (including community, commercial, public and subscription) and electronic communications services and are further responsible for monitoring and ensuring the compliance of these broadcasting and electronic communications services.
ONVIF	Open Network Video Interface Forum. It is a global and open industry forum that provides and promotes standardized interfaces for effective interoperability of IP based physical security products, or, in other words, to create a standard for how IP products within video surveillance and other physical security areas can communicate with each other.

3. DELIVERABLES

3.1 This specification covers the provision of Security Service for physical security guards (guarding) and providing an investigative support into all forms of illegal activities against the Eastern Cape Department of Health Assets and infrastructure for the various permanent and temporary localities under the jurisdiction of the Eastern Cape Department of Health on a continuous basis for a period not exceeding 36

months.

3.2 Eastern Cape Department of Health facilities identified service points

TB Hospitals
Psychiatric Hospital
Uitenhage Provincial Hospital
Lilitha Nursing College PE Campus
Emergency Services Facilities
Medical Depot
Primary Health Care Facilities(Clinics, CHC's and MOU at Dora Nginza Hospital)
District Office(Walton Building)
Sub District Office Situated at other health facilities.

3.3 Tenderers must indicate what measures they have to ensure that their security staff are well trained, motivated, have a good back-up system and maintenance of strict supervision of their security staff members.

3.4 This specification covers Grade B guards that will perform contract management duties as indicated that includes reporting, assessments etc.

3.5 This contract included 30% Sub Contracting Service providers that will be managed by the main contractor awarded.

4. CONTRACTOR'S OBLIGATIONS

4.1 Skills and characteristics

The Contractor must ensure that all personnel employed have been trained in terms of the relevant national standards, be in possession of a valid RSA ID document and display the following skills and characteristics to the satisfaction of the Eastern Cape Department of Health Institution Manager or his / her nominee or his / her authorized official so appointed:-

4.1.2 Good inter-personal relations and communication skills with ECDOH Health Officials, designated Security Official, Staff at all levels and the general public, be it verbally or in writing.

4.1.3 The ability to perform strict assigned duties and effective burglar alarm services within the confines of deployment.

4.1.4 The recognition of criminal incidents such as theft and safety hazards.

4.1.5 The recognition fire hazards and competent in basic firefighting skills as the first responder to such incidents.

4.1.6 Be well conversant with the Criminal Procedure Act, specifically as it relates to arrest, seizure and the use of force.

4.1.7 The Ability to make sound independent decisions and apply corrective action in an event of any noteworthy incident on site.

4.1.8 Basic level of literacy, i.e. able to read and legible handwriting.

4.1.9 The ability to learn and adapt to the ever changing security environment.

4.1.10 Be of sober habits and not addicted to the uncontrolled use of alcohol and drugs that have a narcotic effect.

4.1.11 Be able to follow and apply locality alarm response duties and procedures (SOP).

4.1.12 Proficiency in the handling of firearms (where applicable).

4.1.13 Proficient in the use of all allocated security equipment such as a telephone, two-way r radio and pepper spray.

4.1.14 Perform physical or documentary checks (where applicable).

4.1.15 Operate a response vehicle and its monitoring system (where applicable).

4.1.16 Be in an acceptable physical condition in order to adequately perform the duties as required by that relevant to a response officer.

4.1.17 All training must be in accordance with the latest SASSETA / PSIRA standards and training certificates must have originated from training institutions accredited by SASSETA / PSIRA, which must be available for scrutiny, at any time, by the Municipality's Security Head or his representative.

4.1.18 **NONE NEGOTIABLE**: All security guards place at a psychiatric health facilities/ward(s) must be trained on how to work and treat psychiatric ill patients with or without aggressive outbursts. No guard maybe placed in any psychiatric institution or ward without proper training in how to handle a psychiatric patient. The contractor as employer will have to provide evidence of psychiatric trained guards to be placed within the psychiatric facility or ward on or before day of placement of guards.

4.2 Supervision by Company to ensure services and sites are function

4.2.1 The successful tenderer must arrange for its Security Officers to be strictly and closely supervised, whilst performing their duties by a Supervisor who is qualified, competent and registered as a minimum Grade "B" PSIRA Security Officer.

4.2.2 Visits by supervisors to be strictly conducted as follows:–

4.2.2.1 Once between the hours of 18:01 to 00:00.

4.2.2.2 Once between the hours of 00:01 to 06:00.

4.2.2.3 Once between the hours of 06:01 to 12:00.

4.2.2.4 Once between the hours of 12:01 to 18:00.

4.2.3 The following are applicable to visiting Supervisors:-

4.3 Confirm the visit by endorsing and signing the occurrence Book at the location and record his / her full name, Identity Number, PSIRA grade and number.

4.4 The visit must fully comply with the laid down requirements of such visit i.e. equipment checked, location condition and any other supervisory observations.

4.5 Only work related comments may be recorded in the Occurrence Book.

4.6 As soon as the tenderer's security staff reports any incident or irregularity at a Eastern Cape Department of Health locality the tenderer's Duty Supervisor / Manager must respond immediately to the location in question and resume a preliminary investigation and implement the necessary corrective measures.

4.7 The Contractor's Control Room must subsequently be informed immediately or as soon as possible after the said incident.

4.8 Report on site supervision must be submitted on a monthly basis or as agreed weekly. To be confirmed by the OHS Manager.

5. Legal implications and compliance

5.1 The tenderer shall provide written proof of Registration of its Security Officers (Including Supervisors, Managers, Directors) with PSIRA and shall at all-time submit an updated list of its officers with proof when requested.

5.2 The tenderer must provide written proof of registration of his/her Company with PSIRA upon submitting his / her Tender response.

5.3 The tenderer will be responsible for compliance with the provisions of all legislation governing the employment of his staff, including leave pay, sick leave, levies, workmen's compensation, unemployment insurance, etc and in every other respect will fully comply with the provisions of the Basic Conditions of Employment Act, 1983 and the Wages Act 1957, Wage Determination for the Area concerned, as amended. The Contractor will particularly enforce the limitations placed upon hours of work including lunch breaks, as required by current legislation. In case of lunch breaks, the successful tenderer shall supply replacement staff of an equal grade or higher.

5.4 The Contractor shall be liable for and indemnify the Eastern Cape Department of Health against claims, suits, demands, or costs whatsoever arising from any injury or death to any person or damage or loss to any property sustained as a result of any action by the tenderer's personnel for the duration of the contract. Where the Eastern Cape Department of Health has suffered any loss or damage in respect of its health related products or equipment where such loss or damage was as a result of a willful or negligent act or omission on the part of the tenderer or the tenderer's employees, the Eastern Cape Department of Health shall have the right to claim compensation from the tenderer.

5.5 Where the Eastern Cape Department of Health has suffered any Injury or loss of life in respect of patients treated at any of Department of Health Facilities emanating from safety and security breach as provisioned or by implications in the service level agreements as a result of a willful or negligent act or omission on the part of the contractor or the contractor's employees the contractor shall be delictually liable for the act or omission

5.6 Where the Eastern Cape Department of Health has suffered any damage or loss of property and or assets at any of Department of Health Facilities contracted hereunder as a result of a willful or negligent act or omission on the part of the contractor or the contractor's employees the contractor shall be delictually liable for the act or omission.

5.7 Prior to the commencement, within a thirty (30) day period, of the tender the successful tender/s will be required to submit copies of its full insurance policy document, with proof of payment thereof. The policy must include, inter- alia, cover for liability arising out of the use of a firearm as well as wrongful arrest and detention and should have a minimum of R 20 million Rand cover per incident / claim. Failure to comply will result in automatic disqualification.

5.8 The amounts reflected in the pricing schedule shall escalate annually at the higher of the rate of the Consumer Price Index (CPIX) based on the annual percentage change in the CPIX (excluding interest rates on mortgage bonds as published) at the anniversary of the effective date and at each subsequent anniversary thereof or in accordance with the statutory wage increase for the respective grades, as stipulated and determined in the Sectoral Determination Act, commencing September of each year, and as may from time to time be stipulated by PSIRA or any other minimum wages determination for the employees of the Service Provider, as prescribed by statute.

5.9 Once contract is successfully awarded an official hand over between the tenderer and the Eastern Cape Department of Health Institutional Security Services must take place and provide the following to the Eastern Cape Department of Health Institutional Head of Security Services:-

- Number of guards allocated at various site
- Operating Procedures Manual to be available on site
- Guards and site office to be fully equipped with required guarding equipment as stipulated in the service level agreement.
- Occurrence book must be available as site office and signed by Grade B Supervisor every day
- Guards must at all times wear full, neat uniforms as identified by the awarding service provider
- Two way radios must be on site ready for use to communicate to Control room

- Clock systems for controlling of guards and ground patrols must be installed on sites and monitored accordingly
- Hand Held Metal Detectors must be functional with back-up batteries

5.10 Should the tenderer utilize any alarm communication medium which requires registration with ICASA, it remains the responsibility of the tenderer to comply accordingly, proof of which must be attached to the tender response.

5.11 Safety & compliance with legislation and regulations.

The Service Provider shall be fully and solely responsible for ensuring compliance with the Occupational Health and Safety Act (Act no 85 of 1993), Compensational Injuries and Diseases Act 130 of 1993), Control of Access to Public Premises and Act 53 of 1985 and any other legislation (eg. firearm control act) that may apply. In this regard it is specifically pointed out that the Service Provider will, inter alia, have to do the following:-

- Provide and maintain systems of work that are safe and without risk to health and safety.
- Eliminate or mitigate hazards or potential hazards before resorting to personal protective equipment.
- Establish the hazards pertaining to work establish what precautions should be taken and provide the means to apply the precautions.
- Provide information, instructions, training and supervision to ensure health and safety.
- Not permit anyone to do anything unless the necessary precautions have been taken.
- Do everything possible to ensure compliance with the applicable legislation.
- Enforce discipline in the interest of health and safety.
- Ensure that work is performed under the supervision of a person with the necessary training and authority.
- Conduct his undertaking in such a manner that he or any other persons are not exposed to hazards to their health and safety.
- It is specifically recorded that the Service Provider shall, in terms of section 37(2) of the Occupational Health and Safety Act, be fully and solely responsible for ensuring compliance with the provisions of this Act. Should the Service Provider find anything in this specification or receive an instruction that may jeopardize his compliance with any legislation he shall bring such finding or instruction to the attention of the Eastern Cape Department of Health and resolve the matter before proceeding.
- It is further specifically pointed out that the Service Provider shall be registered in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) and that he shall be in good standing with respect to the payment of assessments to the Compensation Commissioner.
- Maintaining 100% regulatory compliance with applicable legislation, planning conditions, consents, licenses and permits.
- Development and maintenance of a competent, well-trained workforce. Development, integration and maintenance of an organizational culture that emphasizes the importance of OH&S through all phases of project life-cycle, through effective leadership, oversight and engagement.
- The Service Provider's staff will at all-time wear protective clothing as prescribe by the Occupational Health and Safety act.
- Every reasonable precaution for the safety of all concerned in the operation of this contract will be catered for by the Service Provider.
- Safety is the responsibility of the Service Provider and the Eastern Cape Department of Health will not be held responsible for any injuries, accidents or incidents that might occur.
- The Eastern Cape Department of Health reserves the right to stop any work at any time if the Service Provider is not following the right safety procedures explained in the OHS, SANS.
- The Service Provider must meet all requirements stipulated in the OHS, SANS, and any other required legislation.

- If the Service Provider is not complying with legislation his/her work will be ceased until he/she can satisfactorily prove compliance.
- A documented health and safety plan must be submitted after awarding this bid but prior to commencement of any work, which addresses hazards and identifies and includes safe work procedures in order to reduce or control these hazards.
- Any special lawful and reasonable requirements of the Head of Department or their authorized representatives.
- Electrical Installations : COC SANS 10142 and Department of Labour Certificate of Compliance

6. **Service Levels**

6.1 The guarding service is required to be continuous throughout the duty periods and the tenderer must therefore ensure that replacements are timeously provided for any of its personnel being absent for whatever reason.

6.2 The Contractor shall replace its staff, as and when required by either the tenderer or on request of the Eastern Cape Department of Health, reasons of which will be disclosed at the time.

6.3 Should a security staff member not be able to continue with his / her duty period such member be replaced with another staff member of equal grade by the tenderer.

6.4 Sleeping on duty is not permitted and unacceptable. All security staff members shall remain totally alert throughout their duty periods.

6.5 An Occurrence Book/Note Book, where applicable, will be provided by the Tenderer wherein every Security Officer is to sign on duty when reporting for duty, inserting his name, identity number, PSIRA number, grade and time of reporting for duty. At the completion of a shift, the same Officer shall "sign off duty" in the book by inserting his name, signature and the time at which he / she reports off duty or was relieved (if applicable) by another Security Officer.

6.6 Defacing / removal of pages in any Occurrence Book utilized in the execution of duties is not permitted and will result in a stipulated penalty being levied against the Company.

6.7 No security staff member shall allow any person whomever, access / entry to any locality / site, depot or to equipment and shall not allow any person to remove anything of whatsoever nature from the aforementioned site, depot or from equipment, unless the person requesting access / entry to the site, depot or equipment, as the case may be, produces to the security staff member an Eastern Department of Health Identity Card / Permit, All such admissions shall be reported to and recorded by the tenderer's Control Room, who is to notify the Eastern Cape Department of Health Institution Manager immediately.

6.8 The tenderer will be responsible to ensure that his / her security staff is well acquainted with the requirements of the security specifics. It will thus be necessary for Supervisors / Managers to have a high competency level to understanding and interpret SPM (Site Procedure manual) and be familiar with locality layouts and operations. SPM / officer duties will be drawn up where necessary. Such orders shall be readily available and tenderer will be responsible for instructing their personnel accordingly.

6.9 The tenderer shall give advance notice to the Eastern Cape Department of Health responsible official of possible forthcoming changes of personnel where applicable. In addition, the tenderer shall advise the Eastern Cape Department of Health representative at least 30 minutes before commencement of a tour of duty of any adverse conditions regarding their personnel and equipment.

6.10 The following Code of Ethics is applicable to the tenderer and his / her staff and should be read in conjunction with the PSIRA Code of Conduct;
Code of Ethics for security staff - "In my capacity as a security staff member contracted to monitor, respond, prevent, report and deter crime, I pledge:-

6.10.1 To protect life and property, prevent and reduce crime committed against the Eastern Cape

Department of Health property, assets and staff, to which I am assigned.

6.10.2 Abide by all PSIRA legislation.

6.10.3 To carry out my duties with honesty and integrity and to maintain the highest moral principles.

6.10.4 To faithfully, diligently and dependably discharge my duties, and to uphold the by-laws, policies and procedures of the Eastern Cape Department of Health and that which protect the rights of others.

6.10.5 To discharge my duties truthfully, accurately and prudently without interference of personal feelings, prejudices animosities or friendships to influence my judgments.

6.10.6 To report any violations of law or rule or regulation immediately to my supervisors.

6.10.7 To respect and protect information considered confidential and privileged by my employer or the Eastern Cape Department of Health.

6.10.8 To cooperate with all recognized and responsible law enforcement agencies within their jurisdiction.

6.10.9 To accept no compensation, commission, gratuity, or other advantage without the knowledge and consent of my employer.

6.10.10 To conduct myself professionally at all times, and to perform my duties in a manner that reflects credit upon myself, my employer, the security profession and the Eastern Cape Department of Health.

6.10.11 The following basic duties, in comparison to specific grading, serves as a compliance and deployment guideline;

6.10.12.1 **Grade C Physical Guarding**

- Working Mon-Sun Day Shift, Mon-Sun Day & Night including 24 hours site
- Guard, protect or patrol premises, goods, buildings, structures, vehicles, equipment or fixed property.
- Carry out patrol procedures utilizing a patrol monitoring device.
- Comply with basic safety and fire-fighting requirements.
- Complete Occurrence entries and written reports.
- Exercise basic access control duties which include controlling, checking / searching vehicles and persons.
- Complete documentary requirements relating to such activities.
- Maintain a high standard of public relations.
- Assist with the implementation of Emergency Evacuation Procedures.
- At ALL times treat patients with respect and dignity

6.10.12.2 **Grade B Physical Guarding at Facility Level x 3**

- Working Hours Monday to Sunday day Shift
- On call After ours Monday to Sunday night shift
- Guard, protect or patrol premises, goods, buildings, structures, vehicles, equipment or fixed property.
- Carry out patrol procedures utilizing a patrol monitoring device.
- Comply with basic safety and fire-fighting requirements.
- Complete Occurrence entries and written reports.
- Exercise basic access control duties which include controlling, checking / searching vehicles and persons.
- Complete documentary requirements relating to such activities.
- Maintain a high standard of public relations.
- Assist with the implementation of Emergency Evacuation Procedures.
- Supervise all other Guards

- Ensure that clocking devices are in place as agreed and not removed
- At all times treat patients/visitors to ECDOH facilities with respect

6.10.12.3 **Grade B Guard : Cluster Manager & Reporting Officer x 3**

- Working Hours Monday to Friday Day Shift
- On Call Mon – Fri Nights
- On Call Sat-Sun & Public Holidays : Day & Night
- Risk Assessment Reports and submission of report
- Incidents Reports and Investigations on incident(s.)
- Security Issues Reporting to Facility Manager
- Security Issued Reporting to OHS Manager at District Level
- Security Guard related Human Resources Management – Absenteeism, Uniforms, Incidents related to guards and their behavior and any other related issues
- Ensure Compliance with all related categories to guards grade C & B items 6.10.12.1 & 2
- Maintain a high standard of public relations.
- Assist with the implementation of Emergency Evacuation Procedures.
- Supervise all other Guards
- Ensure Clocking Systems are in place and operational
- Submit reports on clocking system patrol on a monthly basis
- Ensure that all security guards are dresses in their uniforms, has security equipment, performs the required duties and services and that all incidents are reported accordingly
- At all times ensure patients/visitors to ECDOH facilities are treated with respect
- Grade A security guard will be required to manage all sites within the cluster(s)
- Reporting to OHS Manager Mr. Gqotana and Facility Managers
- Directly responsible for security in the absence of the sub district managers/co-ordinators
- Responsible for all Security disputes, leave of absence staff related issues
- Responsible for all first line incident reports and reporting to OHS manager
- Any other security management related duties not mentioned or omitted in this section.

Non Negotiable Equipment : Standard issues with each guard and must be included in the unit price per guard	
A	Two-Way Radio – handheld portable
B	Baton – rubber tonfa
C	Torch – minimum 2 cell
D	Handcuffs
E	Non-lethal device (Pepper Spray)
F	Occurrence Book
G	Hand Held Metal Dete4ctor with Back-up Batteries

Non Negotiable Uniform : Standard issues with each guard and must be included in the unit price per guard	
A	Male/Female Shirt
B	Male / Female Pants with belt if applicable
C	Shoes & Socks
D	Jersey
E	Jacket
F	Rain Coat
G	Cap / Barret, Beanie for winter if applicable to company uniform
H	Valid PSIRA ID Card

7. Ground Patrols: Mandatory Clocking System

The Service Provider will install clock systems to ensure and monitor guard routine patrols are done by;

- Installation of patrol clock systems inside and outside building(s)
- Monitoring guards not removing devices from allocated areas
- Monitoring of patrols to clocking system devices

8. Control Room

8.1. It must be a separate room, office or building, specifically adapted and designed to serve as a dedicated control room for that function only.

8.1.1 In the event that the existing control room malfunctions, the tenderer must be able to reactivate an alternative control room, fully backed up with all data last recorded prior to the event.

8.1.2 Operators/Dispatchers must be able to log on/off on workstation with Audit Trail of individual passwords. User to be automatically logged out if workstation is unattended for five minutes.

8.1.3 The tenderer must have the ability to remove/add user from the ECDoH Access Control System as per instruction of the Security Management.

8.1.4 It must be manned on a 24 hour basis by trained bilingual operators.

8.1.5 It must be equipped with:

8.1.6 A two-way radio base station, in order to facilitate communication with the various localities and mobile supervisory units.

8.1.7 A working telephone system, to facilitate communication with the Eastern Cape Department of Health's representative and Control Room 24 hours per day.

9. Reporting of Irregularities / Incidents

9.1 An Occurrence Book, where applicable, will be provided by the Company on contract to the Eastern Cape Department of Health. A detailed description of all security related events or findings shall be entered therein by the security officer as soon as possible after the event or finding.

9.2 This Occurrence Book will be made available to the Eastern Cape Department of Health's responsible official for control / inspection purposes and may record relevant entries in such Occurrence Book or Note Book as and when required.

9.3 All visits to their personnel by supervisors of the Contractor, including the time at which the visit is made and any relevant information shall be recorded at the time in the Occurrence Book.

9.4 The Contractor, in addition to reports required in terms of above clauses hereof, shall draw to the attention of the Eastern Cape Department of Health Head of Security as soon as practicable possible, any incident, condition or circumstance of importance which requires attention. Such reports should include the Contractor's recommendations.

9.5 The recording and overall management of irregularities take place within a framework which has been introduced and is necessary from a control and audit perspective.

9. Security Surveys

9.1 A security survey is a thorough process involving a physical examination of a locality and its operations in respect of aspects such as human resources, assets, and strategic value. In this process risks are identified which the assets are exposed to, coupled to a review of current security measures that are in place and recommendations made to mitigate liability.

9.2 The tenderer must be aware, capable, available at the time and present to ensure certain actions and activities in respect of security surveys take place prior to the installation of burglar alarm systems.

9.3 This tender specification will have implications for the entire Eastern Cape Department of Health, requiring a high level coordinated approach in relation to the installation of burglar alarm and related systems.

9.4 Security surveys are a mechanism to ensure that whatever protection systems are considered it is properly planned and coordinated in a systematic approach in order to comply with the requirements of this specification.

10. Locations

A schedule of Department of Health : NMBHD locations requiring guard placements is available on an attachment to the this document. Notwithstanding, localities may be in any area within the boundaries of the Eastern Cape Department of Health and increase / decrease at any time, depending on risk factors and other circumstances.

11. Mandatory Risk Assessment Reports

11.1 The contractor is required to submit a Full and Comprehensive Risk Assessment Report on all facilities allocated to the contractor within the first 3 months from start of contract date.

11.2 This report is mandatory and must include;

- Identification of Risk
- Pictures
- Suggested Remedial/Corrective Measures to close risk factor
- Name and signature of Compiler of report
- Name and signature of a Snr. Person reviewing report(area manager/director)

11.3 Submission in hard copy and soft copy the Supply Chain Management manager and or Contract Management office at Nelson Mandela bay Health District

11.4 For Non-Compliance to this requirement, see Penalty Clause Part 2 No. 14 and Item 12 below

12. Penalty Clauses

12.1 The Easter Cape Department of Health`s :Head of Security, or his representative/s, is responsible for routine inspections to the tenderer's areas of deployment in order to ensure an acceptable level of service is rendered in terms of both these specifications and or SOP's.

12.2 Irregularities detected through such routine inspections will result in a penalty being levied against the tenderer and such penalty could range from a monetary value to the reduction in work allocated and / or the termination of the service. The penalty furthermore serves as a quality control indicator.

12.3 The option of applying a penalty is but one aspect in a series of intervention options which may be implemented, depending on the severity and or continuation of the same irregularity. A penalty application should be regarded as an indicator which requires immediate corrective action to be implemented by the tenderer, failure of which may activate further intervention options. The escalation of action, although designed in a priority format, may be implemented without following the set priority. This action will depend on various factors such as:-

12.3.1 The severity of the irregularity or any action / activity which results in poor service delivery or which are in contravention of the specifications.

12.3.2 The interventions may include one or a combination of a:- Penalty, Removal from specific locality/ area or termination of services.

12.4 The submission of invoices for work completed is closely linked to the penalty clause, which requires from the tenderer to deduct the said penalties incurred from such invoice/s before submission to the Eastern Cape Department of Health.

12.5 The following penalty clauses will apply:-

NO	ITEM	PENALTY
1	No baton	R500
2	No torch (also not in working order)	R500
3	No Valid Psira ID card	R500
4	No uniform (the uniform must be complete)	R1000
5	No firearm / valid Firearm Authority Permit	Not Applicable
6	No pepper spray	100% of rate per shift
7	No handcuffs	100% of rate per shift
8	No two-way radio (radio must be 100% functional)	100% of rate per shift
9	No visit by supervisor per 6-hour period.	R2000
10	Late for duty within 3 hours	R2000
11	Late for duty beyond 3 hours	Pro rata to rate per shift
12	Reporting off duty prematurely	R5000
13	Sleeping / not totally alert	R5000
14	Under the influence of alcohol	100% of rate per shift
15	Leave designated area without authority	R500
16	Fail to book out / back from patrol	R500
17	Fail to book on or off duty + signature	R500
18	Compiles / making false occurrence book entry	R1000
19	Alter occurrence book or page entries	R1000
20	Defaces / remove occurrence book or page	R1000
21	Fails to record ID number and grade when booking on duty	R500
22	Fails to comply with standing order requirements not covered by the afore-mentioned clauses	R1000
23	Failing to hand/take over	R1000
24	Playing games and listening to music on cell phones while doing security duties	R500
25	Failure to submit Risk Assessment Report within the first quarter of awarded contract	R10000
26	No Handheld Metal Detectors with back-up battery	R2000
27	Late or Non-Submission of Risk Assessment Report as required within 3 months of start date	R10000 per Cluster R5000 per Facility left out within a Cluster

Part 5 – Schedule A
Government Procurement
General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

	1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of Contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance Security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

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

10. Delivery and documents

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

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

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

12. Transportation

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

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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

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

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

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

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

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

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

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

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to

perform under the contract, except with the purchaser's prior written consent.

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

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

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any

extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be

applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

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

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

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

SBD 3.2

PART 5 - SCHEDULE B

NON- FIRM PRICING SCHEDULE

Name of bidder.....Bid number: **SCMU3-26/27-0028-NMB**
Closing Time **11:00** Closing date: **See page one of advert**

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

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

CLUSTER A

DESCRIPTION		**NO OF GUARDS**	**UNIT PRICE PER GRADE PER MONTH**	**TOTAL AMOUNT PER MONTH**
GRADE C	DAY	**52**		
	NIGHT	**23**		
GRADE B	DAY	**2**		
TOTAL DIRECT COST				
OVERHEADS COST				
TOTAL COST PER MONTH (DIRECT & OVERHEADS COST **EXCLUDING** VAT)				
VAT				
TOTAL COST PER MONTH (DIRECT & OVERHEADS COST **INCLUDING VAT)**				
TOTAL COST FOR 36 MONTHS (DIRECT & OVERHEADS COST **INCLUDING VAT)**				

Required by: **Eastern Cape Department of Health** At: **NMBHD FACILITIES**

Bidder's Initial and Surname Signature Date

SBD 3.2

PART 5 - SCHEDULE B

NON- FIRM PRICING SCHEDULE

Name of bidder.....Bid number: **SCMU3-26/27-0028-NMB**
Closing Time **11:00** Closing date: **See page one of advert**

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

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

CLUSTER B

DESCRIPTION		**NO OF GUARDS**	**UNIT PRICE PER GRADE PER MONTH**	**TOTAL AMOUNT PER MONTH**
GRADE C	DAY	34		
	NIGHT	19		
GRADE B	DAY	2		
TOTAL DIRECT COST				
OVERHEADS COST				
TOTAL COST PER MONTH (DIRECT & OVERHEADS COST **EXCLUDING** VAT)				
VAT				
TOTAL COST PER MONTH (DIRECT & OVERHEADS COST **INCLUDING VAT)**				
TOTAL COST FOR 36 MONTHS (DIRECT & OVERHEADS COST **INCLUDING VAT)**				

Required by: **Eastern Cape Department of Health** At: **NMBHD FACILITIES**

Bidder's Initial and Surname Signature Date

SBD 3.2

PART 5 - SCHEDULE B

NON- FIRM PRICING SCHEDULE

Name of bidder.....Bid number: **SCMU3-26/27-0028-NMB**
Closing Time **11:00** Closing date: **See page one of advert**

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

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

CLUSTER C

DESCRIPTION		**NO OF GUARDS**	**UNIT PRICE PER GRADE PER MONTH**	**TOTAL AMOUNT PER MONTH**
GRADE C	DAY	**63**		
	NIGHT	**36**		
GRADE B	DAY	**2**		
TOTAL DIRECT COST				
OVERHEADS COST				
TOTAL COST PER MONTH (DIRECT & OVERHEADS COST **EXCLUDING** VAT)				
VAT				
TOTAL COST PER MONTH (DIRECT & OVERHEADS COST **INCLUDING VAT)**				
TOTAL COST FOR 36 MONTHS (DIRECT & OVERHEADS COST **INCLUDING VAT)**				

Required by: **Eastern Cape Department of Health** At: **NMBHD FACILITIES**

Bidder's Initial and Surname Signature Date

Part 5 - Schedule C
Bidders Disclosure

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business

with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

Part 5 _ Schedule D
Qualifications and Experience

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

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

Description of Contract	Period	Contact Person & Tel No.

(Please provide contactable references)

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

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

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

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

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule F
Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
   ADDRESS : _____
   ID NUMBER: _____
2. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____
3. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____
4. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

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

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule F
Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule G
Details of Supplier's office

1. Physical address of supplier's office

_____

_____

_____

_____

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 - Schedule H
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

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

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2.....

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/0 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (2)	
Women Ownership	20% (2)	
Youth Ownership	20% (2)	
Disability Ownership	10% (1)	
Military Veterans Ownership	10% (1)	
Locality Ownership	20% (2)	
TOTAL	100% (10)	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

Part 5 – Schedule J
Consent Form by The Bidder

The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated in this document.

The Head
Department of Health
Private Bag X0038
BISHO, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/We grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I/we further grant my/our consent to such source to provide confidential information.

2. I/We warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/We am/are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.

3. The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

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Director	**Signature**	**Date**
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Witness	**Signature**	**Date**