



SBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH</b>					
BID NUMBER:	HEDP 043/19/20	CLOSING DATE:	17 APRIL 2020	CLOSING TIME:	11:00
DESCRIPTION	PROVISION FOR RENDERING OF PHYSICAL SECURITY SERVICES AT VARIOUS INSTITUTIONS IE HOSPITALS ,OFFICES,PHARMACEUTICAL DEPOT,MALARIA CONTROL CENTRE & STATIONS AND EMS STATIONS IN THE LIMPOPO PROVINCE DEPARTMENT OF HEALTH: FOR 18 MONTHS SUBJECT TO EXTENTION FOR FURTHER PERIOD OF 18MONTHS ON MONTHS TO MONTHS BASIS				
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE					
THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Motene NM / Ms. Simango T.O		CONTACT PERSON	Mr. Rhangane EJ	
TELEPHONE NUMBER	015 293 6350 / 6347 / 6352		TELEPHONE NUMBER	(015) 293 6108	
FACSIMILE NUMBER	086 597 5073		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Ntlama.Maphahle@dhsd.limpopo.gov.za		E-MAIL ADDRESS	Emmanuel.Rhangane@dhsd.limpopo.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

**SBD1**

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR 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, 2017, 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](http://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 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 MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

### PRICING SCHEDULE – NON-FIRM PRICES (SERVICES)

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

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

Name of Bidder.....	Bid number.....
Closing Time 11:00.....	Closing date.....

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(APPLICABLE TAXES INCLUDED)
			R

- Required by: .....
- At: .....
- Brand and model .....
- .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/not firm

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.  
 = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder  
presently employed by the state? **YES /NO**

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person

connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

2.7.1.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....  
.....

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Number	Income Reference	State Employee Number/Persal Number

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder



This document must be signed and submitted together with your bid

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

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

### **1. PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US \$10 million; or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US \$3 million awarded to one seller over a 2 year period which in total exceeds US \$10 million; or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US \$10 million.
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4. PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;

- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

## 2 DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3 POINTS AWARDED FOR PRICE

#### 3.4 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**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5 BID DECLARATION

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

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

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

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

## 7 SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.4.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.4 Name of company/firm:.....

8.5 VAT registration number:.....

8.6 Company registration number:.....

8.7 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

## 8.9 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

### WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1      This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2      Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3      Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a      disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  
  - b.      cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4      This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5      In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

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I the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity Number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Commissioner of Oaths  
Signature & stamp

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3. € (select one) \_\_\_\_\_ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job creation-50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(b) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### NOTES

The purpose of this document is to:

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

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

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

#### TABLE OF CLAUSES

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



## General Conditions of Contract

<b>1. Definitions</b>	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 <b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 <b>"Contract"</b> 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.</p> <p>1.3 <b>"Contract price"</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 <b>"Corrupt practice"</b> means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 <b>"Countervailing duties"</b> are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>1.6 <b>"Country of origin"</b> 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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 <b>"Day"</b> means calendar day.</p> <p>1.8 <b>"Delivery"</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 <b>"Delivery ex stock"</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10 <b>"Delivery into consignees store or to his site"</b> 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.</p> <p>1.11 <b>"Dumping"</b> 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.</p> <p>1.12 <b>"Force majeure"</b> 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.</p> <p>1.13 <b>"Fraudulent practice"</b> 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.</p> <p>1.14 <b>"GCC"</b> means the General Conditions of Contract.</p> <p>1.15 <b>"Goods"</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 <b>"Imported content"</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 <b>"Local content"</b> means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 <b>"Order"</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 <b>"Project site,"</b> where applicable, means the place indicated in bidding documents.</p> <p>1.21 <b>"Purchaser"</b> means the organization purchasing the goods.</p>
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	<p>1.22 <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23 <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24 <b>“Services”</b> 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.</p> <p>1.25 <b>“Written” or “in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>6. Patent rights</b>	<p>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.</p>
<b>7. Performance Security</b>	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <p>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.</p>
<b>8. Inspections,</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p>

<b>tests and analyses</b>	<p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.</p> <p>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.</p>
<b>9. Packing</b>	<p>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.</p> <p>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.</p>
<b>10.Delivery and documents</b>	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>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.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental Services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> </ul>

	<p>(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.</p> <p>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.</p>
<b>14.Spare parts</b>	<p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15.Warranty</b>	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
<b>16.Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17.Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18.Contract Amendments</b>	<p>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.</p>
<b>19.Assignment</b>	<p>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.</p>
<b>20.Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21.Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p>

	<p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>
	<p>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.</p>
	<p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.</p>
<b>22. Penalties</b>	<p>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.</p>
<b>23. Termination for default</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> <p>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.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> <li>i. The name and address of the supplier and / or person restricted by the purchaser;</li> </ul>

	<ul style="list-style-type: none"> <li>ii. The date of commencement of the restriction;</li> <li>iii. The period of restriction; and</li> <li>iv. The reasons for the restriction.</li> </ul> <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p>

<b>28.Limitation of Liability</b>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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</p>
<b>29.Governing Language</b>	<p>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.</p>
<b>30.Applicable Law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>31.Notices</b>	<p>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.</p> <p>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.</p>
<b>32.Taxes and Duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	<p>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.</p>
<b>34.Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

General Conditions of Contract

## Contents

1. DEFINITIONS.....	34
2. ACRONYMS AND ABBREVIATIONS.....	36
3. PURPOSE.....	37
5. BACKGROUND.....	38
6. SCOPE OF WORK SERVICE IN THE DEPARTMENT OF HEALTH .....	38
6.28. SECURITY FUNCTIONS AND STANDARD OPERATING PROCEDURES .....	53
7. EVALUATION CRITERIA .....	ERROR! BOOKMARK NOT DEFINED.
8 KEY ASPECTS OF THE BID PROPOSAL.....	64
9 CONDITIONS ON ADMINISTRATIVE REQUIREMENTS.....	65
10 BID AWARD & CONTRACT CONDITIONS .....	66
11 CONTRACT ADMINISTRATION.....	66
12 RISK MANAGEMENT ON PRICING AND AWARDING .....	67
13 PRICING INSTRUCTIONS .....	67
14 PRICE ADJUSTMENTS.....	67
15 COMPULSORY BRIEFING SESSION.....	67
16 ENQUIRIES .....	68
ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS.....	74





**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
HEALTH**

**TERMS OF REFERENCE**

**HEDP039/19/20:PROVISION FOR RENDERING OF PHYSICAL SECURITY SERVICES  
AT VARIOUS INSTITUTIONS IE HOSPITALS ,OFFICES, MALARIA CONTROL  
CENTRE & STATIONS AND EMS STATIONS IN THE LIMPOPO PROVINCE  
DEPARTMENT OF HEALTH: FOR 18 MONTHS SUBJECT TO EXTENTION FOR  
FURTHER PERIOD OF 18MONTHS ON MONTHS TO MONTHS BASIS**

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## 1. DEFINITIONS

Unless the context indicates otherwise, the following terms used in this bid shall have the following meaning:

DEFINITIONS	
<b>Acceptable Bid</b>	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
<b>Administrative Requirements</b>	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage.
<b>Bid</b>	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
<b>Bidder Agent</b>	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
<b>Bidders</b>	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
<b>Client</b>	Government departments, provincial and local administrations that participate in Department of Health procurement processes.
<b>Comparative Price</b>	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
<b>Consortium</b>	Several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.

<b>Department</b>	The Limpopo Department of Health (LDoH)
<b>Disability</b>	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
<b>Firm Price</b>	The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
<b>Functionality</b>	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
<b>Goods</b>	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health's delegate by the successful Bidder in terms of this bid.
<b>Internal Collaboration</b>	Collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
<b>Joint Ownership</b>	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
<b>Joint Venture</b>	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.
<b>Limpopo Department of Health</b>	Head Office, District Offices, Hospitals, Clinics, Community Health Centres, Vertical Programmes, Resource Training Centres and Nursing Colleges
<b>Management</b>	In relation to an enterprise or business, an activity inclusive of control, and performed on a daily basis, by any person who is a principal

	executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
<b>Non-firm Price(s)</b>	All price(s) other than firm price(s).
<b>Organ of State</b>	A constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
<b>Person(s)</b>	Refers to a natural and/or juristic person(s).
<b>Prime Bidder</b>	Any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.
<b>Rand Value</b>	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
<b>SMME</b>	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
<b>Successful Bidder</b>	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
<b>Trust</b>	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
<b>Trustee</b>	Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
<b>Asset</b>	Refers to property , information and personnel

## 2. ACRONYMS AND ABBREVIATIONS

The following acronyms and abbreviations are used in this bid and must be similarly used in the bid submitted in response and shall have the meaning ascribed thereto below

Abbreviations/acronyms	Description
SA	Security Administrator
PSIRA	Private Security Industry Regulatory Authority
RFB	Request for Bid
RSA	Republic of South Africa
ID card	Identification card
OB	Occurrence book
SLA	Service Level Agreement
SLO	Security Liaison Officer
SO	Security Officer
SSP	Security Service Provider
SAPS	South African Police Services
SMU	Security Management Unit

### 3. PURPOSE

The purpose of this terms of reference is to invite suitable service providers to submit a proposal for the provision of physical security services at various institutions i.e. hospitals, offices, pharmaceutical depot malaria control centre & stations and ems stations in the Limpopo province department of health: for 18 months subject to extension for further period of 18months on months to months basis

### 4. INTRODUCTION

- 4.1. The Department of Health would like to appoint security service providers that are meeting minimum requirements with private security sector that will be effective and efficient in ensuring safety and security of asset in the hospitals, offices, malaria control centre & stations and ems stations in the Limpopo province

department of health: for 18 months subject to extension for further period of 18 months on months to months basis

- 4.2. The Department has 41 Hospitals, 07 Malaria Stations, 08 Offices, 21 Ems stations, 01 Mortuary and 01 Pharmaceutical Depot.

## 5. BACKGROUND

- 5.1. The Limpopo Department of Health requires the provision of physical security services at various institutions for the purpose of safeguarding the State property and personnel.

## 6. SCOPE OF WORK SERVICE IN THE DEPARTMENT OF HEALTH

- 6.1. The services to be provided herein cover the daily physical security provision at various facilities in the Department of Health. The number of Security Officers and shifts of duty shall be as per this specification.
- 6.2. The services required will be for a period of eighteen (18) months and subject to extension of 18 months on a month to month basis from the date of commencement.
- 6.3. The Security Service Provider(s) shall indicate on its proposal the costs per month.
- 6.4. Annual price adjustments shall be determined in line with the Illustrative Pricing Structure by PSIRA **(NB: All security service providers has to take note that the descriptions indicated in the Illustrative Pricing Structure by PSIRA MUST be catered for during payment of security officers.)**
- 6.5. Security Service provider must pay the security officer for the work that he or she has performed as provided by National Minimum Wage Act, Act 9 of 2018, the Basic Conditions of Employment Act, Act 75 of 1997 as amended and the Basic Condition of Employment: Sectoral determination 6: Private Security Sector.
- 6.6. Minimum requirements when providing security services in the Department is as follows:
- ✓ All Security Officers shall be PSIRA registered and have successfully passed the required PSIRA grading course as is required by PSIRA. All security officers shall have an updated PSIRA registration card on their possession at all times.
  - ✓ The Security Service Provider shall comply with the PSIRA requirements with emphasis to the code of conduct of PSIRA.

- ✓ The Security Service Provider shall must have office infrastructure as prescribe by PSIRA
- ✓ Security Service provider shall conduct regular checks/patrolling duties around the premises and parking areas as required.
- ✓ The security officers are to guard the Departmental premises against intrusion on unauthorized entries.
  - ✓ The security officers shall protect the Departmental property and employee's against act of vandalism, theft or sabotage.
  - ✓ The Security officers shall provide 24 hours of effective security and safety coverage of the facilities and premises. To maintain and record all occurrences in their pocket books/note books and later be recorded in the OB
  - ✓ All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Service Provider shall comply with the type of uniform specified on the site job descriptions and the Service Level Agreement.
  - ✓ The Security officer to be deployed must put on their Security Service Provider name tags with PSIRA number when their on duty.
  - ✓ The security service providers must make sure that all security officers uniform have prominent badges on both side of shoulders
  - ✓ Each Security Officer must be physically and mentally capable of performing all assigned duties. The Security Service Provider must ensure that each employee is able to provide the required services by ensuring that regular customized training is provided to security officers. This should be achieved by ensuring that parades are held fifteen minutes before the reporting time
  - ✓ The Department reserves the right to review all minimum requirements in terms of provision of services and instruct the removal of any security officer who is unable to perform his or her duties.
  - ✓ All Security Officers deployed in our facilities shall at least be required to be able to read, write, speak and understand English.
  - ✓ Security Officers shall be professional, courteous, friendly, tactful and helpful at all times and at the same time be firm in executing their duties.

- ✓ All Security officers shall be able to maintain a high standard of discipline and smartness in appearance at all times.
- ✓ Security Officers shall not be permitted to bring in any friends or relatives into the Departmental premises at any point of time while on duty.
- ✓ All Security Officers shall be expected to report to work on time and for a particular shift as designated per site job description.
- ✓ All Security Officers that are supposed to possess firearms within the service area must have undergone relevant practical training on the proper and safe handling and use of firearms from an accredited training institution. Over and above they must be in possession of a competency certificate for the handling and use of firearms.
- ✓ **No Security Officer shall be allowed to work more than 12 hours on any day. Security Officers must be given a rest period of at least thirty-six (36) consecutive hours as prescribed by Sectorial Determination 6: Private Security Sector.**
- ✓ **No Security Officers are allowed to leave their posts without being properly relieved and it is the Security Service Provider's responsibility to provide continuous uninterrupted security services.**
- ✓ During the changing of shifts or changing of supervisors, a proper handing over certificate should be made in the occurrence book

#### **6.7. Liability Insurance**

The Security Service Provider should have no less than one million rand (R 5, 000,000.00) Liability insurance. The cover shall be claimed by the Security Service Provider if a breach of security which results in a loss by the department happens/occurs, in an event of negligence by security officers. The successful bidder shall furnish the Department with a copy of the policy cover and a letter from the relevant insurance company confirming that the policy is effective. The letter must be submitted 14 working days after the receipt of an acceptance letter. The Department reserves the right to require the service provider to produce a letter from the insurance company not older than thirty (30) days confirming the existence of the policy at any given time.

#### **6.8. Access Control (Pedestrians)**



- 6.8.1. The Security Officer shall manage the entry and exit of all people entering and/or exiting the premises in accordance with the provisions of Control of Access to Public Premises and Vehicles Act, Act 53 of 1985. Where the security officer continuously fails to adhere to this measure, security management unit must escalate the matter to the management of the Security Service Provider for further appropriate actions.
- 6.8.2. Any employee without a proper ID card should be treated as a visitor.
- 6.8.3. All visits to the Departmental facilities shall be confirmed with the employee being visited. All visitors must be directed to the reception desk for a visitor's slip and/ or temporary access card. Where there is no reception desk, the Security Officer shall issue a visitor's slip and/ or temporary access card and record the visitor's particulars in the visitors register.
- 6.8.4. After completion of the visit, the signed visitors slip and/ or temporary access card must be collected/handed in at the receptionist/ security checkpoint prior to the visitor being allowed to exit the premises. Any missing slip/ card must be investigated by the Security Administrator.
- 6.8.5. If the employee forgot his/her ID card or lost it, a visitor's slip/ temporary access card must be issued. The visitor's slip/ temporary access card must be collected at the end of the day and the employee must be signed out.

**6.9. NB: There are no Exceptions to this Procedure!!**

- 6.9.1. Any problems or unusual occurrences must be recorded in the OB and reported to Security Administrator (or his/ her authorized delegate).
- 6.9.2. In the event of an emergency occurring after hours, the Security Administrator and the relevant emergency management organization must be contacted immediately.

**6.10. Access Control (Vehicle)**

- 6.10.1. The Security Officer shall control the entry and exit of vehicles in and out the Department facilities and parking areas in accordance with the provisions of Control of Access to Public Premises and Vehicles Act, Act 53 of 1985. All vehicles shall have valid parking permits clearly displayed. Vehicles without permits are to be recorded in the Vehicle Register.
- 6.10.2. When the vehicle belongs to a visitor, the Security Officer must ensure the parking has been arranged by the host prior to allowing the vehicle access to

the facility (applicable sites). The parking areas should be controlled and constantly monitored

- 6.10.3. Dispatching and receiving goods procedures may include specific security responsibilities to be performed by the Security Officer. The Security management unit shall issue the necessary instructions on the recording of the goods received or dispatched. Under no circumstances shall a security officer receive goods on behalf of the Department.

#### **6.11. Access Control After Hours, Weekends and Public Holidays**

- 6.11.1. All persons i.e. employees and non-employees requiring access afterhours, weekends and public holidays are required to record all relevant information in the After Hours Register maintained by the Security Officers. The Security Officer must ensure all information is legible and accurate. Any attempts of unauthorized access shall be recorded in the OB and access shall be denied. The matter shall also be reported to Security Management immediately.
- 6.11.2. These procedures are applicable for vehicles as well as pedestrian access to site.

#### **6.12. Procedures and Record Keeping**

- 6.12.1. The SA and SO shall agree on any additional Security register required on site.
- 6.12.2. **All security registers shall be purchased by the Security Service Provider and bear the logo of the company should be available at all job sites /guard posts, maintained by the Security Officers and properly archived for future reference for audit trail.** All registers are to be uniform (unless specified otherwise and agreed with security management unit). All registers and Occurrence Books shall remain the property of the Department.
- 6.12.3. Occurrence Book (OB) must be kept at all security posts. All security related incidents and any unusual occurrences must be recorded per OB reference number in adequate detail for easy understanding. For example, a bomb threat or fire alarm should be recorded in the OB and all details noted as to time/ duration/ disposition, etc. Whenever in doubt, record all details in the OB.
- 6.12.4. Full registers and OB's must be handed to the SA for filing and safeguarding purposes.
- 6.12.5. Keys must be managed by the Security Management Unit as per Key Control Policy.

- 6.12.6. Removal of Departmental assets and bringing employees or visitors property into the Department premises must be done in accordance with the relevant policy and procedures.
- 6.12.7. Equipment and/ or property removal procedures should strictly be complied with at all times. Whenever the Department's property is being removed from the premises, the appropriate removal permit (to be supplied by the Department) must **BE COMPLETED WITH ALL THE NECESSARY DOCUMENTATION.**
- 6.12.8. Employee's / visitor's personal property, such as (but not limited to) laptops, PC's, etc. brought on the Department premises must have a permit form (to be supplied by the Department) and be **COMPLETED WITH ALL THE NECESSARY DOCUMENTATION.**
- 6.12.9. Search of persons and/ or vehicles entering/ exiting the Department premises are the responsibilities of the Security Officer and must be done in accordance with relevant legislative Acts and policies governing Security Industry. The Security Service Provider shall be regarded as an independent entity and as such must comply with the law.
- 6.12.10. Searching of a person must be done with the consent of the person to be searched; such consent must be free and voluntary given and preferably in the presence of a witness. Unlawful searches by a Security Officer could result in civil action for damages in addition to criminal prosecution for assault.
- 6.12.11. There should be a separate room or office with a door to conduct body search of a person. Search of any person must be made with due regard to decency and order. A search on a woman can only be done by another woman. In all cases of searching a person, it is advisable for the Security Officer to have a witness. This incident should be recorded in detail in the OB and signed (initiated/ dated), by the person who conducted the search and a witness.
- 6.12.12. The Security Officer must not only open the boot on a properly conducted search, but should have the vehicle pulled off to the side and physically search the inside of the vehicle under seats and in hand baggage etc. Again, this shall be done with voluntary consent of the person driving the vehicle. Any refusals for searches must be recorded with enough applicable details.

- 6.12.13. Any refusal for search should cause the Security Officer to be more alert to details regarding the description of the vehicle/ person and of any boxes/ briefcases/ equipment etc. inside (and visible in) the vehicle shall be denied access to the premises.
- 6.12.14. Any person who refuses to allow his/ her property or vehicle to be searched on exit may have his/ her vehicle confiscated if there are reasonable grounds for believing that he/she is in possession of unauthorized property.
- 6.12.15. In an event where a departmental employee refuses to be searched, the security officer must immediately report to Security Management Unit and record all details
- 6.12.16. In event where a visitor refuses to be searched , The security officer should report the matter to the security management or the Operational manager in charge (including vehicle registration number, if available) even though they may have left the premises.

**6.13. Responsibilities of the Security Officer while on patrol are as follows:**

- 6.13.1. Observe record and correct if possible any/ all security breaches (for example – fence holes, gates broken, etc.) Report all incidents to the SA. Relevant OB entries shall be made.
- 6.13.2. Recognize and report any signs of attempted and/ or successful unauthorized entries. Record details in OB for further reference.
- 6.13.3. Observe record and report any fire, electrical and/ or safety hazards to the SA and other relevant authorities. Where possible, immediately rectify those hazards.
- 6.13.4. Observe, record and report any unauthorized persons or vehicles
- 6.13.5. Ensure all emergency entrances or exits are not obstructed and are operational.
- 6.13.6. Ensure all security lights are functioning properly.
- 6.13.7. Ensure all fire hoses, fire extinguishers and smoke detectors have not been tampered with and report any defects to the SA. Record the relevant defects in the OB.
- 6.13.8. Ensure all windows, doors and gates are locked and the technical access control system and alarms is operational. Report any problems immediately to the SA and record in the OB.

- 6.13.9. Patrols are to be done on foot unless specified differently by Security Management Unit.
- 6.13.10. The Security Officer must ensure that he/ she clocks in at all the checkpoints and within the required time intervals at all locations enhanced with security control clocking systems. All defects or tampering with these clocking systems must be reported to the security supervisor and the Security Administrator immediately. An appropriate OB entry must also be made.
- 6.13.11. All patrols and any irregularities must be recorded in the OB and reported to relevant individuals.
- 6.13.12. Security Officers on patrol must ensure that all persons encountered are visibly displaying their Identity Cards. The Security Officer must confront any individuals without visible Identity Cards. The situation shall be resolved with the employee producing his/ her Department ID or explaining why it is not available. If not available or the employee refuses to display the Departmental ID, it must be recorded in the OB and reported to the Security Management unit as soon as possible

**6.14. Communication and associated equipment to be provided by Security Service Provider(s) are as follows:**

- 6.14.1. Whenever a location requires more than one-security post and/ or security patrols, the Security Service Provider must provide a two-way radio for communication between its employees to ensure their safety. All two-way communication equipment must be operational and functioning at all times. SA shall check this equipment and any defects handled accordingly.
- 6.14.2. Where possible, the department shall provide telephones at all Security posts (with few exceptions) to be used for official business only.

**6.15. Contingency Plans**

- 6.15.1. The Security Service Provider must have contingency plans to cover the following scenarios:
- 6.15.2. A strike by the Security Service Provider Security personnel
- 6.15.3. Provision of extra Security Officers to assist Department in the event of labour unrest/ strike situations at the Department facilities.

- 6.15.4. Provision of extra Security Officers to assist the Department in the event of ad hoc security related operations, e.g. ad hoc searching of all vehicles entering or leaving the Department premises, searching of a building, etc.
- 6.15.5. Detailed contingency plans shall be agreed upon between the SMU and the Security Service Provider. The number of Security Officers shall also be agreed upon between the above parties. The SA shall approve the contingency plan and staff component required.

#### **6.16. Strike Action**

- 6.16.1. Should the security personnel embark on strike action, and as a result the Department's premises are left unattended to or the Security Service Provider does not activate contingency plan; the Security Service Provider shall be in breach of this agreement. Such breach shall entitle the Department to procure the services from any competent Security Service Provider and the contracted Security Service Provider shall forfeit any payment due for that particular month(s). Should the dispute remain unresolved for a period of seven (07) days, the matter will be handled according to the applicable Service Level Agreement.
- 6.16.2. **NB:Should the striking security officers blocked the LDOH facilities entrances and exits gates, the Department shall give the Security Service Provider a three (3) hours' notice by telephone or SMS or Whatssap and confirmed by an email within which it should ensure that Security Officers are not blockading or preventing patients, staff members, visitors and contractors access to the LDOH facilities. Should the Security Service Provider fail to ensure compliance with the above notice, the Department would immediately terminate the contract for reasons stated above only.**

#### **6.17. Protection Services**

- 6.17.1. The Security Service Provider shall be required to provide protection services at all times. Protection services may include the following:
- 6.17.2. Protection of the Department site and premises.
- 6.17.3. Protection of assets.

## **6.18. Security Service Provider Personnel's Obligations**

- 6.18.1. Before commencing services at the Department site, the Security Service Provider shall provide security management unit with the following information and documentation:
- 6.18.2. List of managers/ supervisors who shall authorize services being rendered on the site. This list shall include office and after hours/ weekend telephone contact numbers.
- 6.18.3. List of Security Officers who shall be working on a specific site. This list shall contain the following information:
  - ✓ Name
  - ✓ Valid PSIRA registration number
  - ✓ PSIRA grading
  - ✓ Identification number
  - ✓ Name of training institution

**NB: The above list shall be updated whenever Security Officer(s) details change. Lastly there should be attachment as evidence that they have been screened with regard to criminal records.**

## **6.19. Fire**

- 6.19.1. When Security Officer(s) are on duty and a fire is detected, they must immediately inform the nearest Fire Brigade and other emergencies. The Security Officer must inform the security administrator (or appointed delegate) immediately. The incident must be recorded in detail in the OB.
- 6.19.2. If it appears to be an extinguishable fire, then the Security Officer must first attempt to extinguish it before calling the fire brigade. Where there is more than one Security Officer on site, one should inform the relative parties mentioned above while the other(s) attempt to extinguish the fire. OB entries to be made for reference checks.
- 6.19.3. A full detailed report is to be provided to the SA within 12 hours of the incident.
- 6.19.4. It is imperative that the local emergency numbers are available at all security points. The SA shall provide these numbers.
- 6.19.5. Where necessary a more detailed procedure shall be provided in the departmental Emergency Plan.

**6.20. Invoices and Payments**

- 6.20.1. Invoices for services rendered must be sent to the SA for certification. An original invoice must be forwarded to the expenditure and accounts section for processing and payment. Failure to submit the invoice accordingly may cause unnecessary delays.
- 6.20.2. Payments to Security Service Providers shall be done in accordance with conditions stipulated in the contract document between the Department and the Security Service Provider.

**6.21. General**

- 6.21.1. The SA shall provide the Security Service Provider with a detailed list containing site addresses, contact persons names and telephone numbers of all sites where the Security Service Provider shall be required to render physical security services.
- 6.21.2. The SA shall provide lockable facilities wherein the keys can be safeguarded whenever the Security Officers are required to perform key control functions: Examples of security systems are, but not limited to turnstiles, mantraps, CCTV cameras, security patrol clicking system, card readers, etc.
- 6.21.3. The Security Service Provider shall be responsible for immediately reporting any maintenance or repairs that need to be carried out at sites with access control security systems.
- 6.21.4. The Security administrator shall be responsible for ensuring that all perimeter fences, gates, security and terrain lights are in a good state. The Security Officers are responsible for reporting any observed deviations in perimeter security to their supervisor. The security supervisor must report problems to the SA and logged in the OB.
- 6.21.5. The Department shall be responsible for contract management to ensure that the Security Service Provider renders a security service in accordance with the signed contract and that the standard of service rendered is to the Department's satisfaction.
- 6.21.6. The Department shall ensure that all the Departmental vehicles and private vehicles are issued with appropriate parking discs.
- 6.21.7. The Department shall provide the SO with a suitable guard hut and an office/room where body searching can be conducted should it be necessary.



- 6.21.8. The Department shall be responsible for repairing all security breaches (holes in fence, broken windows, non-functioning access control systems, etc.) reported within 24 hours. Where these security breaches cannot be repaired within this time frame, the SA and SO must introduce contingency plans to ensure that no losses are suffered as a result of the security breach.
- 6.21.9. The Department shall ensure there is adequate security and terrain lighting on all sites. Recommendations or problems should be reported to the Director: Security Management immediately in writing.
- 6.21.10. The Department shall provide all security points with emergency contact telephone numbers. This shall include the SA's or delegates after hours contact telephone number list.
- 6.21.11. The Department shall provide gun safe lockers in which to safeguard all firearms.
- 6.21.12. The Department reserves the right to do security vetting/record checking on any security officer.

## **6.22. THE DEPARTMENT'S OBLIGATIONS (SECURITY JOB DESCRIPTION)**

- 6.22.1. . The Security Management Unit shall be responsible for providing initial job descriptions for all sites/security points where physical security services are required.
- 6.22.2. No alterations, deletions or additions may be made to the job descriptions without the Security Manager's signature and approval. Permanent alterations shall be ratified by means of signatures of relevant parties.
- 6.22.3. Copies of the job description to be distributed should be as follows:
  - ✓ Original – Security Management Unit
  - ✓ Copy 1 – Supply chain compliance
  - ✓ Copy 2 - One at each security point/sites
  - ✓ Copy 3 – Security Service Provider
- 6.22.4. Job descriptions shall be reviewed as and when the need arises. Any proposed amendments shall be negotiated with the Security management and the Security Service Provider.
- 6.22.5. Once the amendments have been agreed upon by all the above, they shall be ratified by signatures to the relevant document. The Security Manager shall

have final approval of all amendments. Copies of the amended job description shall be forwarded to all the relevant role players as per paragraph 6.21.3

6.22.6. The job description shall contain, but not be limited to the following information:

- ✓ Type of site where security service is required.
- ✓ Hours of duty for which security service is required.
- ✓ Type of security service required, e.g. access control, static guarding, patrols, protection etc.
- ✓ Grade of guard e.g. Grade D or above.
- ✓ Dress code e.g. combat or corporate type of uniform
- ✓ Detailed description of what security functions the Security Officer(s) are required to perform
- ✓ Details of any site special requirements, i.e. verifying if offices are locked, checking fire hoses and fire extinguishers are not missing or broken, access controls functioning properly, etc.
- ✓ List of registers to be maintained
- ✓ Security Officers functions in the event of an emergency
- ✓ Whether the Security Officer should be armed or not.
- ✓ Whether two-way radios or remote panic buttons are required.
- ✓ The amount of the required liability insurance cover
- ✓ The types and number of firearms required.
- ✓ Any other site specific requirements designated by the Department

## **6.23. Hours of Duty**

6.23.1. The Department reserves the right to change the duty hours to suit its requirements. Changes to duty hours shall be conveyed to the Security Service Provider at least 1 (one) week prior to the change being implemented. In case of an emergency, the matter shall be handled in a manner to be agreed upon between the SA and the Security Service Provider.

## **6.24. Guard Rooms**

6.24.1. The Department shall provide suitable guard rooms for the Security Officers where physical security services are being rendered. The SA shall ensure that

a table and an appropriate number of chairs are provided in the guard hut/shelter. Where there is no electricity, the Department shall provide appropriate lighting. The Department shall also provide proper toilet facilities. In addition, the SA shall ensure telephone service is provided at specific security points and programmed only for reception and emergency numbers.

- 6.24.2. In the event of the Department being unable to provide these facilities, the Security Service Provider may be requested to provide them. Responsibility for providing these facilities shall be mutually agreed upon between the Department and the Security Service Provider. The Department shall provide cleaning detergents and equipment to the security officers for cleaning purposes.
- 6.24.3. The Security Service Provider shall be responsible for maintaining general good housekeeping of all security posts, huts and other facilities within their working areas. For example, no trash on floors or in parking areas, no clogging toilets, no smoking in restricted areas, etc.

#### **6.25. ADDITIONAL SPECIAL CONDITIONS**

- 6.25.1. The Department reserves the right to request proof of payment for Security Officers from the contracted Service provider and /or the Security Officer.

#### **6.26. SECURITY AIDS AND EQUIPMENT**

- 6.26.1. Uniform is combat or corporate and should be able to enhance the corporate image of the Department
- 6.26.2. The following security registers should be used:
- i. After hours register,
  - ii. Occurrence Book,
  - iii. Visitors register,
  - iv. Asset register,
  - v. Access card register
  - vi. Information register
  - vii. Telephone register
  - viii. Firearm register for security officers
  - ix. Firearm register for personnel and visitors
  - x. Government motor vehicle register

- xi. Lost and Found Property register
- xii. Staff key control register
- xiii. Key control register
- xiv. Private owned vehicle register
- xv. Delivery vehicle register
- xvi. Hourly patrol register
- xvii. Pocket Book/Note Book
- xviii. New born register
- xviii. Any other register that may be required

**6.27. Security equipment to be used:**

- i. Torches/flashlights
- ii. Two way radio or cell phones
- iii. Baton and handcuffs
- iv. Rain suits
- v. A Reliable and safe for use pepper guns
- vi. Pepper liquid based pepper spray
- vii. Riot gear
- viii. Hand held metal detectors
- ix. Firearms
- x. Whistle
- xi. Panic Alarms
- xii. Dual simcard cell phone with monthly airtime
- xiii. Torch Shock flashlight/ electric shock stick
- xiv. Vehicle Scanner

**6.28. The specification for the pepper spray to be used should comply with South African National Standards (SANS) as follows:**

- i. Must be approximately 100 ml bottle
- ii. Must be a direct stream pepper spray- spray must only start dispensing after 2 meters
- iii. Must have a cordura pouch with a belt loop of no less than 85 mm
- iv. Pepper active ingredient must be OC or Nonivamide (PAVA), Capscin 2

- v. Active ingredients must not be no less than 0,25% and no more than 1.3 % active capsaicinoids
- vi. Shelf life 3 years minimum
- vii. Canister must be corrosion free

## **6.29. SECURITY FUNCTIONS AND STANDARD OPERATING PROCEDURES**

- 6.29.1. No alcohol or prohibited drugs substances to be used on duty or reporting on duty being under the influence.
- 6.29.2. Security officers must wear their full uniform with the company insignia when on duty
- 6.29.3. Security Officers must always be clean and neat when reporting for duty.
- 6.29.4. Security officers must be on their post for the whole shift. Posts must not be left unattended
- 6.29.5. The Security officers are to provide 24 hours of effective security and safety coverage of the facilities and premises. To maintain and record all occurrences in their pocket books/note books and later be recorded in the OB
- 6.29.6. To notify and report to the Shift Supervisor on any irregularities or occurrences during their patrolling duties.
- 6.29.7. To ensure that the security post is kept clean at all times.
- 6.29.8. To conduct regular checks/patrolling duties around the premises as required.
- 6.29.9. The security officers are to guard the Departmental premises against intrusion on unauthorized entries.
- 6.29.10. The security officers are to protect the Departmental and employee's equipment and properties against act of vandalism, theft or sabotage.
- 6.29.11. Permitting only authorized persons, visitors and vehicles to enter the Departmental premises.
- 6.29.12. The security officers are to maintain an updated record of those entering and exiting, including vehicles, motorcycles and others.
- 6.29.13. Be alert at all times and ensure that no unauthorized person enters the premises.
- 6.29.14. Security officers are to report immediately to the Security Manager/ Security Supervisor/SAPS of any unusual occurrences or refusal by visitors / vendors to follow procedures.

- 6.29.15. No vehicle to be parked at the entrance of the main gate and around the guard house.
- 6.29.16. No private vehicle will be allowed to enter the premises unless permission granted by the security officer.
- 6.29.17. All government vehicles must be registered when leaving and entering the premises.
- 6.29.18. Department employees must produce their ID cards when entering the premises
- 6.29.19. All vehicles must be searched
- 6.29.20. The gate must be closed at all times.
- 6.29.21. Hourly patrols to be done and recorded in an hourly patrol register and O.B
- 6.29.22. The entire government vehicles parked in the premises during the night must be checked e.g. whether locked or window closed, spared wheels, etc.
- 6.29.23. Anything in an unusual situation must be removed with proper administration.
- 6.29.24. Department properties should not be removed without proper authorization.
- 6.29.25. The security Service Providers or their supervisors should visit the site regularly as per contract and Service Level Agreement (SLA).
- 6.29.26. Security companies must comply with the Firearms Control Act (ACT 60 OF 2000 and its regulations) to qualify to render services in the department.

## **7. EVALUATION CRITERIA**

7.1 The bid shall be evaluated in four (4) phases as follows:

PHASE 1	Administrative Compliance
PHASE 2	Functionality Evaluation
PHASE 3	Price and B-BBEE (90/10)
PHASE 4	Site Inspection

### 7.1.1 PHASE 1: ADMINISTRATIVE COMPLIANCE

7.1.1.1. The LDoH has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

Where the bidder fails to comply fully with any of the administrative bidding requirements below/under this bid or the LDoH is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDoH reserves the right, either to:

- ✓ Reject the bid in question and not evaluate it all
- ✓ Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDoH and such supplementary information/ documentation is only administrative and not substantive in nature.
- ✓ Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.

**Bidders shall take note of the following guidelines:**

**7.1.1.2 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.**

**7.1.1.3** The bidder shall respond with **“Comply”**, **“Not Comply”** or **“Not Applicable”** in the apportioned spaces. The **“Not Applicable”** answer shall only be considered where the response field has the wording **“If Applicable”**.

**NB: Bidders *may* be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements and failure to attach or complete and/or sign any of the designated arrears of the documents mentioned below *may* render the bid a not “Acceptable Bid”**

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/      Not Comply      /      Not Applicable)
a)	<b>Submission of the following standard bidding documents (fully completed and signed)</b>	
b)	<b>SBD 1:</b> Invitation to Bid,	
c)	<b>SBD 3.1:</b> Pricing Schedule (Firm Prices)	
d)	<b>SBD 4:</b> Declaration of Interest form,	
e)	<b>SBD 6.1:</b> Preference points claim form in terms of the Preferential Procurement Regulations 2017;	
f)	<b>SBD 8:</b> Declaration of Bidder's Past SCM Practices; and	
g)	<b>SBD 9:</b> Certificate of Independent Bid Determination.	
h)	Naming of the bidding company must be consistent in the request for bid (RFB) document, applicable EME or QSE original sworn affidavit, original or copy of valid B-BBEE Status Level Verification Certificate and the CSD report. Deviations to this pre-requisite may disqualify the bid.	
i)	Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD) of the bidder.	
j)	Submission of an Own Company profile and <b><u>Completion of Annexure A: Portfolio of Current and Completed Contracts at least (2) two</u></b>	
k)	In case of a B-BBEE Exempted Micro Enterprise (EME) or B-BBEE Qualifying Small Enterprise (QSE) bidders may submit a valid Sworn Affidavit (copy attached to this bid) or submit an original or copy of valid B-BBEE issued by an Agency Accredited by the South African National Accreditation System (SANAS). Bidders other than EMEs and QSEs shall submit an original or certified copy of valid B-BBEE issued by an Agency Accredited by SANAS <b>(If Applicable)</b>	



FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	<b>BIDDER'S RESPONSE</b> (Comply/                      Not Comply     /                Not Applicable)
l)	<b>In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:</b>	
	Signed agreement between involved parties indicating the lead member;	
	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database <b>and the Joint Venture Shall submit a consolidated CSD Report;</b>	
	Consortium or Joint Venture resolution authorizing a particular person to sign the bid documents on behalf of the Consortium or Joint Venture <b>(Original)</b>	
	In the case of a JV/ Consortium, originally certified copy or original valid B-BBEE verification certificate issued by a Verification Agency accredited by SANAS must be submitted <b>(If Applicable)</b>	
m)	Certified copy (ies) of Proof of Grade A or B PSIRA Certificate(s) for Directors and /Or all members of Close Corporation and /or, all trustees, Partners if is a Partnership and/ or all Trustees, Administrators if the Applicant is a Foundation and /or any Person Performing Executive/Management Functions of the Applicant if the applicant is a Sole Proprietor. (Submit original Certified Copy of PSIRA Certificate(s) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.	
n)	<b>Original certified Copy of valid Private Security Industry Regulatory Authority Certificate in the name of the Company as per Industry Circular dated 10 March 2015</b>	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	<b>BIDDER'S RESPONSE</b> <b>(Comply/ Not</b> <b>Comply / Not</b> <b>Applicable)</b>
	issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.	
o)	<b>Original certified Copy of valid</b> Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company.	
q)	<b>Valid Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company (Submit original certified copy)</b>	
r)	<b>Original certified Copy of valid</b> letter of good standing from Workman's Compensation Commissioner in the name of the Company (COIDA)	
s)	<b>Original certified Copy of valid</b> fire-arm licenses in the name of the Company	
t)	Certified copy of Liability Insurance of R5,000,000.00  A letter of intent from the accredited insurance company or Financial service providers	
u)	Submit complete and accurate pricing schedule per cluster of your choice.	
v)	Returnable documents must be chronologically indexed with a contents list.	
x)	When submitting the bid document, bidders must burn both a scanned PDF Copy of the completed bid document, Printed	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	<b>BIDDER'S RESPONSE</b> (Comply/ Not Comply / Not Applicable)
	Pricing Schedule, attachments and the Microsoft Excel Soft copy Pricing Schedule on a <b>Compact Disc (CD) or Digital Video Disc (DVD)</b> marked with the company's name, bid number and bid description. <b>All electronic data submitted must be an exact copy of the hard copy document.</b> Any discrepancies between the electronic and the hard copy may invalidate the bid.	

## 7.2 PHASE TWO (2): FUNCTIONALITY EVALUATION

<b>TOTAL SCORE</b>			<b>100</b>	
<b>ACCEPTABLE MINIMUM SCORE</b>			<b>70</b>	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
7.2.1	Experience of the bidder in the provision of security services (Provide contactable references on Annexure B)	20	Company experience and track record in the provision of security services indicating current and previous contracts: <b>Number of Months:</b>	
			( 120 Months and above)	<b>Exceptional (5)</b>
			95 -119 Months)	<b>Very Good (4)</b>
			(70 – 94 Months)	<b>Good (3)</b>

			(45 – 69 Months)	<b>Average (2)</b>
			(0 – 44 Months)	<b>Poor (1)</b>
		20	Extent of the bidder's biggest current or past security service: <b>Value of a Single Highest Project:</b>	
			R 5 000 000 and Above	<b>Exceptional (5)</b>
			R 4 000 000 to R 4 999 000	<b>Very Good (4)</b>
			R 3 000 000 to R3 999 000	<b>Good (3)</b>
			R2 000 000 to R2 999 000	<b>Average (2)</b>
			R0.00 – R1 999 000.00	<b>Poor (1)</b>
7.2. 2	Financial Capacity	10	An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or commitment by financial institution to provide funding for the bid or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor or alternatively proof of company capability to self-fund to the value indicated below:	
			R 5 000 000 and Above	<b>Exceptional (5)</b>
			R 4 000 000 to R 4 999 000	<b>Very Good (4)</b>
			R 3 000 000 to R3 999 000	<b>Good (3)</b>
			R2 000 000 to R2 999 000	<b>Average (2)</b>
			R0.00 – R1 999 000.00	<b>Poor (1)</b>
7.2. 3	Project Methodology	Project Methodology Breakdown Structure Shall be allocated points as follows:		
		15	<b>Pre Project Implementation Phase Activities</b>	

	(Break-Down Structure)		Activities are clear, logical and demonstrate a high level of understanding of the project deliverables and time frames.	<b>Very Good (4)</b>
			Activities are clear and logical	<b>Good (3)</b>
			Activities are illogical	<b>Average (2)</b>
			No activities	<b>Poor (1)</b>
		<b>15</b>	<b>Project Implementation Phase Activities</b>	
			Activities are clear, logical and demonstrate a high level of understanding of the project deliverables and time frames.	<b>Very Good (4)</b>
			Activities are clear and logical	<b>Good (3)</b>
			Activities are illogical	<b>Average (2)</b>
			No activities	<b>Poor (1)</b>
		<b>10</b>	<b>Contingency Plan aspect indicated on the specification</b>	
			Plan clear and realistic	<b>Good (3)</b>
			Plan produced but not convincing that the methodology can be delivered using contingencies proposed	<b>Average (2)</b>
			No Plan	<b>Poor (1)</b>
<b>7.2.4</b>	Training and skills development Plan:	<b>10</b>	<b>Service provider must provide training in terms of PSIRA</b>	
			Training and skills development plan with time frame that covers role and functions of security officers , application of legal prescript, use of security equipment , access and egress control , communication skills and demonstrate the knowledge of firearm control Act	<b>Exceptional (5)</b>

			Coaching of team member in enhancing individual performance, application of occupational health , safety and environmental principles , self-defense and application of minimum force and writing of security report	<b>Very Good (4)</b>
			Training and skills development plan with time frame that covers code of conduct and new procedures of PSIRA, Procedures and record keeping and in-depth knowledge on security services and patrol	<b>Good (3)</b>
			Training and skills development plan with time frame that covers code of conduct and new procedures of PSIRA and in-depth knowledge on security services	<b>Average (2)</b>
			Poor Training Plan	<b>Poor (1)</b>

**Failure to obtain a minimum score of 70 points shall result in disqualification.**

### **7.3 PHASE THREE: EVALUATION PRICE AND B-BBEE**

- 7.3.1 This bid shall be evaluated in terms of **90/10** preference points system.
- 7.3.2 Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).
- 7.3.3 In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit (attached to this bid).
- 7.3.4 Should bidder(s) fail to submit the valid BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 7.3.5 Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
<b>1</b>	<b>10</b>
<b>2</b>	<b>9</b>

<b>3</b>	<b>8</b>
<b>4</b>	<b>5</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>2</b>
<b>8</b>	<b>1</b>
<b>Non-compliant contributor</b>	<b>0</b>

#### **7.4 PHASE FOUR: EVALUATION SITE INSPECTION**

##### **7.4.1 Site Inspection**

7.4.1.1 Site inspection, WHERE applicable, will only be conducted to bidder's business physical address given in the bid document (SBD1) and to bidders whose bids have satisfied all requirements of the bid.

7.4.1.2 Written notice of change of physical address of the business must be submitted to the Departmental Supply Chain Management Office

7.4.1.3 After the closure of the bid, bidders who meet administrative compliance, technical evaluation requirements, Price and BBBEE will be inspected in order to establish the availability of the following:

- (i) Office infrastructure as per PSIRA prescribed standards (i.e: office table and chair, working telephone, computer, printer, lockable steel filing cabinet etc)
- (ii) Uniforms with prominent insignia (set of corporate and combat /riot gear)
- (iii) Torches/flashlights
- (iv) Two-way radio or cell phones
- (v) Baton and handcuffs
- (vi) Set of rain suits
- (vii) Pepper guns
- (viii) Liquid based pepper spray
- (ix) Number of available Firearm(s) and valid firearm licence(s)
- (x) Bullet Proofs
- (xi) Hand held metal detectors
- (xii) Control room
- (xiii) Payroll
- (xiv) Fire Extinguishers
- (xv) Whistles

(xvi) Vehicles

Types of vehicle(s) required may either be - sedan, bakkie or a mini bus branded with a company logo, vehicles must be registered with a company name or Director's Name

**\*\*\*\*NB.**

- ✓ **Failure to avail any of the above items during inspection will lead to invalidation of the bid.**
- ✓ **Prior to award all recommended bidders that have satisfied the requirements of the bid will be subjected to Security screening.**

## **8 KEY ASPECTS OF THE BID PROPOSAL**

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

- 8.1 . In this bid document, words in the singular also mean in the plural and vise versa and words in the masculine also mean in the feminine and neuter
- 8.2 . Bidders should initial every page of the bid proposal.
- 8.3 . Bidders must submit their bids on the stipulated closing date and time. Late bids will not be accepted.
- 8.4 . In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to the terms of reference.
- 8.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 8.6 . The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 8.7 . Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.



8.8 . The department reserves the right to invite any bidder for a formal presentation during the evaluation process.

8.9 . The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

## **9 CONDITIONS ON ADMINISTRATIVE REQUIREMENTS**

9.1 . The LDoH has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

9.2 . Where the bidder fails to comply fully with any of the administrative bidding requirements under this bid or the LDoH is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDoH reserves the right, either to:

- ✓ Reject the bid in question and not evaluate it at all.
- ✓ Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDoH and such supplementary information/ documentation is only administrative and not substantive in nature. **The evaluation team shall agree on the maximum timeframe to be granted to furnish the information required.**
- ✓ Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.

**9.3 . The LDoH may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.**

## **10 BID AWARD & CONTRACT CONDITIONS**

- 10.1 The shortlisted bidders shall be subjected to Supply Chain Management and State Security Agency screening processes and only successful bidders who are cleared during screening shall be considered for appointment.
- 10.2 The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 10.3 The award of the tender may be subjected to price negotiation with the preferred bidders.
- 10.4 The department reserves the right to award the bid to one or more service providers, at negotiated rates, wholly or in part or not to award.**
- 10.5 The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points
- 10.6 The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 10.7 The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).
- 10.8 The contract period will be in terms of the service level agreement.
- 10.9 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 10.10 The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- 10.11 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

## **11 CONTRACT ADMINISTRATION**

- 11.1 Successful bidder(s) must report to supply chain management contract unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 11.2 Full particulars of such circumstances as well as the period of delay must be furnished.

11.3 The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

## 12 RISK MANAGEMENT ON PRICING AND AWARDING

12.1 All prices quoted by suppliers shall be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices shall be disqualified).**

12.2 Bidders to take note that the department shall complete the process of evaluation and award in a period of 180 days, therefore their prices should consider inflationary fluctuations.

## 13 PRICING INSTRUCTIONS

13.1 All prices charged must be inclusive of **business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding will be expected to register as VAT vendor within 30 days after award. Failure to comply with the requirement 9will lead to termination of the contract.**

13.2 The bidders are required to quote per cluster with maximum of five (5) clusters

13.3 It is an express requirement of this request for bid that 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 providing a breakdown of the total bid price for all costs

13.4 All prices quoted by suppliers may be assessed to ensure that bidders did not underquote. **(Bidders perceived to have underquoted in terms of market prices may be disqualified).**

## 14 PRICE ADJUSTMENTS

Price adjustment shall be in line with PSIRA Illustrative Pricing Structure and will be automatically done by the department

## 15 BRIEFING SESSION

There will be no briefing session.

## 16 ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Physical Address	Technical Enquiries	Bidding Process
Department of Health, Fidel Castro Ruz House, 18 College Street, Polokwane, 0699	Mr Rhangane E.J (015) 293 6108	Ms Simango TO (015) 293 6352

**SECURITY SERVICES: HEDP043/19/20 LIMPOPO DEPARTMENT OF HEALTH**

Bidders must complete pricing schedule ( soft copy) which is freely available on the departmental website ( [www.doh.limpopo.gov.za](http://www.doh.limpopo.gov.za)) under “TENDERS” and submit it together with bid document.

**SEKHUKHUNE DISTRICT CLUSTER 1**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
		C	D	C	D	
1. Mecklenburg Hospital	26	2	11	3	10	26
2. Dilokong Hospital	26	2	11	3	10	26
3. Jane Furse Hospital	26	2	11	3	10	26
4. St Ritas Hospital	36	2	16	3	15	36
<b>Total</b>	<b>114</b>	<b>8</b>	<b>49</b>	<b>12</b>	<b>45</b>	<b>114</b>

**SEKHUKHUNE DISTRICT CLUSTER 2**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
		C	D	C	D	
5. Matlala Hospital	32	2	14	3	13	32
6. Groblersdal Hospital	26	2	11	3	10	26
7. Philadelphia Hospital	40	4	16	6	14	40
<b>Total</b>	<b>98</b>	<b>8</b>	<b>41</b>	<b>12</b>	<b>37</b>	<b>98</b>

**MOPANI DISTRICT CLUSTER 3**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
		C	D	C	D	
1. Sekororo hospital	33	2	14	3	14	33
2. Maphutha Malatji hospital	27	2	11	3	11	27
3. Kgapanne Hospital	27	2	11	3	11	27
4. Van Velden Hospital	27	2	11	3	11	27
<b>Total</b>	<b>114</b>	<b>8</b>	<b>47</b>	<b>12</b>	<b>47</b>	<b>114</b>

**MOPANI DISTRICT CLUSTER 4**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
PSIRA GRADE		C	D	C	D	
5.Nkhensani Hospital	27	2	11	3	11	27
6.Letaba Hospital	41	2	18	3	18	41
7.Dr C.N Phatudi Hospital	25	2	10	3	10	25
8.Evuxakeni hospital	29	2	12	3	12	29
<b>Total</b>	<b>122</b>	<b>8</b>	<b>51</b>	<b>12</b>	<b>51</b>	<b>122</b>

**CAPRICORN DISTRICT CLUSTER 5**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
PSIRA GRADE		C	D	C	D	
1.Hellen Franz Hospital	26	2	11	3	10	26
2.W.F Knobel Hospital	26	2	11	3	10	26
3.Lebowakgomo Hospital	26	2	11	3	10	26
4.Zebediela Hospital	26	2	11	3	10	26
<b>Total</b>	<b>104</b>	<b>8</b>	<b>44</b>	<b>12</b>	<b>40</b>	<b>104</b>

**CAPRICORN DISTRICT CLUSTER 6**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
PSIRA GRADE		C	D	C	D	
5.Thabampoopo Hospital	30	2	13	3	12	30
6.Seshego Hospital	26	2	11	3	10	26
7.Botlokwa hospital	20	2	8	3	7	20
8.Pharmaceutical Depot	26	3	13	6	4	26
<b>Total</b>	<b>102</b>	<b>9</b>	<b>45</b>	<b>15</b>	<b>33</b>	<b>102</b>

**CAPRICORN DISTRICT CLUSTER 7**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
		Armed	Unarmed	Armed	Unarmed	
PSIRA GRADES		C	D	C	D	
9.Mankweng Hospital	58	3	26	4	25	58
10.Polokwane Hospital	58	7	27	6	18	58

<b>Total</b>	<b>116</b>	<b>10</b>	<b>53</b>	<b>10</b>	<b>43</b>	<b>116</b>
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#### WATERBERG DISTRICT CLUSTER 8

<b>SITES</b>	<b>Total Guards</b>	<b>Day shift</b>	<b>Day shift</b>	<b>Night shift</b>	<b>Night shift</b>	<b>Total</b>
		<b>Armed</b>	<b>Unarmed</b>	<b>Armed</b>	<b>Unarmed</b>	
<b>PSIRA GRADES</b>		<b>C</b>	<b>D</b>	<b>C</b>	<b>D</b>	
1.FH Odendaal Hospital & Lorrie park residence	28	3	11	3	11	28
2.Bela-Bela Hospital	26	2	11	3	10	26
3.Thabazimbi Hospital	26	2	11	3	10	26
4.Ellisrus Hospital	26	2	11	3	10	26
5. MDR TB Hospital (Modimmolle)	12	1	5	1	5	
<b>TOTAL</b>	<b>118</b>	<b>10</b>	<b>49</b>	<b>13</b>	<b>46</b>	<b>118</b>

#### WATERBERG DISTRICT CLUSTER 9

<b>SITES</b>	<b>Total Guards</b>	<b>Day shift</b>	<b>Day shift</b>	<b>Night shift</b>	<b>Night shift</b>	<b>Total</b>
		<b>Armed</b>	<b>Unarmed</b>	<b>Armed</b>	<b>Unarmed</b>	
<b>PSIRA GRADES</b>		<b>C</b>	<b>D</b>	<b>C</b>	<b>D</b>	
5.Witpoort Hospital	20	3	7	3	7	20
6.Mokopane Hospital	40	3	17	3	17	40
7.Voortrekker Hospital	34	2	15	3	14	34
8.George Masebe Hospital	26	2	11	3	10	26
<b>Total</b>	<b>120</b>	<b>10</b>	<b>50</b>	<b>12</b>	<b>44</b>	<b>120</b>

#### VHEMBE DISTRICT CLUSTER 10

<b>SITES</b>	<b>Total Guards</b>	<b>Day shift</b>	<b>Day shift</b>	<b>Night shift</b>	<b>Night shift</b>	<b>Total</b>
		<b>Armed</b>	<b>Unarmed</b>	<b>Armed</b>	<b>Unarmed</b>	
<b>PSIRA GRADES</b>		<b>C</b>	<b>D</b>	<b>C</b>	<b>D</b>	
1.Tshilidzini Hospital	30	2	14	3	11	30
2.Malamulele Hospital	25	2	11	3	9	25
3.Siloam Hospital	30	2	13	3	12	30
4. Hayani Hospital	45	2	23	2	18	45
<b>Total</b>	<b>130</b>	<b>8</b>	<b>61</b>	<b>11</b>	<b>50</b>	<b>130</b>

**VHEMBE DISTRICT CLUSTER 11**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
PSIRA GRADES		Armed	Unarmed	Armed	Unarmed	
		C	D	C	D	
4.Musina Hospital	28	2	12	3	11	28
5.Elim Hospital	28	2	12	3	11	26
6.Louis Trichardt Hospital	24	2	10	3	9	24
7.Donald Fraser Hospital	28	2	12	3	11	28
<b>Total</b>	<b>108</b>	<b>8</b>	<b>46</b>	<b>12</b>	<b>42</b>	<b>108</b>

**EMERGENCY MEDICAL SERVICES CLUSTER 12**

SITES	Total Guards	Day shift	Day shift	Night shift	Night shift	Total
PSIRA GRADES		Armed	Unarmed	Armed	Unarmed	
		C	D	C	D	
1.Fidel Castro Building	36	2	18	2	14	36
2.Che Guevara Building	4	1	1	1	1	4
3.St Maria Boutique Building	8	1	3	1	3	8
4.Waterberg District Offices	8	2	2	2	2	8
5.Mopani District Offices	8	2	2	2	2	8
6.Capricorn District Offices	16	2	6	2	6	16
7.Sekhukhune District Offices	8	2	2	2	2	8
8.Vhembe District Offices	8	1	3	1	3	8
9.EMS Ladanna	6	1	2	1	2	6
10.Grobiersdal EMS Station	4	1	1	1	1	4
11. Hoedspruit EMS Station	4	1	1	1	1	4
12.Vaalwater EMS Station	4	1	1	1	1	4
13.Lebowakgomo EMS Station	4	1	1	1	1	4
14.Kremetart EMS Station	4	1	1	1	1	4
15.Thohoyandou EMS Station	4	1	1	1	1	4
16.Witpoort EMS Station	4	1	1	1	1	4
17.Pienaarsriver EMS Station	4	1	1	1	1	4
18.WF Knobel EMS Station	4	1	1	1	1	4
19..Raphahlelo EMS Station	4	1	1	1	1	4
20.Sekororo EMS Station	4	1	1	1	1	4
21.Dr.C,N Phatudi EMS Station	4	1	1	1	1	4
22.Maphutha Malatjie EMS Station	4	1	1	1	1	4
23.Dzanani Malaria Station	2	1	0	1	0	2
24.Masisi malaria station	2	1	0	1	0	2
25.Tshimbupfe Malaria Station	2	1	0	1	0	2
26. Makonde Malaria Station	2	1	0	1	0	2



27.Magwedzha Malaria Station	2	1	0	1	0	2
28.Tzaneen Malaria Centre	6	1	2	1	2	6
29..Zaaiplaas EMS Station	4	1	1	1	1	4
30.Zebediela EMS Station	4	1	1	1	1	4
31.Modimolle EMS Station	4	1	1	1	1	4
32.Mogalakwena malaria station	2	1	0	1	0	2
33.Lebowakgomo Government mortuary	4	1	1	1	1	4
34.Schoonoord EMS Station	4	1	1	1	1	4
35. Majosi EMS Station	4	1	1	1	1	4
36. Mookgopong EMS Station	4	1	1	1	1	4
37. Lephalalle EMS Station	4	1	1	1	1	4
<b>Total</b>	<b>204</b>	<b>42</b>	<b>62</b>	<b>42</b>	<b>58</b>	<b>204</b>

## ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The Bidder/s must furnish a list of the following particulars of relevant experience in the rendering physical security services . The bidder must in addition attach proof of references (Contactable References and Evidence e.g. Contracts, Purchase Orders, Disbursement reports/ Payment Advise must be provided). Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS							
FOL	CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL		CONTRACT NUMBER AND DESCRIPTION OF SERVICE	PLACE (TOWN)	CONTRACT START DATE Day, Month & Year	CONTRACT END DATE Day, Month & Year	CONTRACT AMOUNT/ VALUE OF CONTRACT (R )
1	Name of Client						
	Contact Person						
	Tel						
	eMail						
2	Name of Client						
	Contact Person						
	Tel						

**ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS**

<b>FOL</b>	<b>CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL</b>	<b>CONTRACT NUMBER AND DESCRIPTION OF SERVICE</b>	<b>PLACE (TOWN)</b>	<b>CONTRACT START DATE Day, Month &amp; Year</b>	<b>CONTRACT END DATE Day, Month &amp; Year</b>	<b>CONTRACT AMOUNT/ VALUE OF CONTRACT (R )</b>
	eMail					
<b>3</b>	Name of Client					
	Contact Person					
	Tel					
	eMail					
<b>4</b>	Name of Client					
	Contact Person					
	Tel					
	eMail					
<b>5</b>	Name of Client					
	Contact Person					

**ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS**

<b>FOL</b>	<b>CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL</b>	<b>CONTRACT NUMBER AND DESCRIPTION OF SERVICE</b>	<b>PLACE (TOWN)</b>	<b>CONTRACT START DATE Day, Month &amp; Year</b>	<b>CONTRACT END DATE Day, Month &amp; Year</b>	<b>CONTRACT AMOUNT/ VALUE OF CONTRACT (R )</b>
	<b>Tel</b>					
	<b>EMail</b>					
<b>6</b>	<b>Name of Client</b>					
	<b>Contact Person</b>					
	<b>Tel</b>					
	<b>EMail</b>					
<b>7</b>	<b>Name of Client</b>					
	<b>Contact Person</b>					
	<b>Tel</b>					
	<b>eMail</b>					

**ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED PROJECTS**

<b>FOL</b>	<b>CLIENT NAME, CONTACT PERSON, CONTACT NUMBER AND EMAIL</b>	<b>CONTRACT NUMBER AND DESCRIPTION OF SERVICE</b>	<b>PLACE (TOWN)</b>	<b>CONTRACT START DATE Day, Month &amp; Year</b>	<b>CONTRACT END DATE Day, Month &amp; Year</b>	<b>CONTRACT AMOUNT/ VALUE OF CONTRACT (R )</b>
<b>8</b>	<b>Name of Client</b>					
	<b>Contact Person</b>					
	<b>Tel</b>					
	<b>eMail</b>					

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