



# health

Department:

Health

REPUBLIC OF SOUTH AFRICA

## NDoH-01(2022/2023)

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO NATIONAL DEPARTMENT OF HEALTH OFFICES; DR AB XUMA BUILDING; FOR A PERIOD OF THIRTY SIX (36) MONTHS.**

**BID VALIDITY PERIOD:** 120 DAYS

**DATE ISSUED:** 11 MAY 2022

**CLOSING DATE:** 06 JUNE 2022 AT 11H00

**COMPULSORY BRIEFING SESSION/SITE INSPECTION:** 18 MAY 2022 AT 10:00 AM

**VENUE:** DR AB XUMA BUILDING; 1112 VOORTREKKER RD; PRETORIA;  
TOWNLANDS 351-JR

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## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH.					
BID NUMBER:	NDOH 01/2022-2023	CLOSING DATE:	06/06/2022	CLOSING TIME:	11:00
DESCRIPTION	Appointment of a service provider to render physical security services to the National Department of Health offices; Dr AB Xuma building; for a period of thirty six (36) months.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
National Department of Health; Dr AB Xuma Building, 1112 Voortrekker Road; Thaba Tshwane; Pretoria.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@health.gov.za		E-MAIL ADDRESS	tenders@health.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 THE QUESTIONNAIRE 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.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS 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: .....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the



RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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



may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

## BIDDER’S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<p>This document must be signed and submitted together with your bid</p>
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## 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 a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 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 Elias 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 <b>NDoH-01(2022/2023)</b>	<b>06 JUNE 2022 @ 11:00AM</b>
Name of bidder.....	
Postal address ..... .....	
Signature.....	Name (in print).....
Date.....	



health

Department:  
Health  
REPUBLIC OF SOUTH AFRICA

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## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

### **1. OBJECTIVE**

The objective is to invite bids from prospective service providers for the provision of security services at the Department of Health Head Office (Dr AB Xuma Building) for a fixed term of Thirty-Six (36) months.

### **2. BACKGROUND**

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

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

2.3 The Department is currently structured as follows:

2.3.1 Head Office (Dr AB Xuma)

### **CONTRACT REQUIREMENTS**

### **3. SCOPE OF WORK**

3.1 The contract is for the rendering of physical security services at Dr AB Xuma occupied by the Department of Health.

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

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

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

- 3.4.1 Control access to premises taking into account access control principles of identification, escort, authorization, recording and searching of personnel and vehicles.
- 3.4.2 Patrol of premises in ensuring protection of assets (personnel, property, visitors, beneficiaries and information);
- 3.4.3 Recording of all incidents in relevant registers;
- 3.4.4 Apply and enforce applicable Department of Health policies, systems and procedures.

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

**4. QUANTITIES AND EXPECTED DELIVERABLES**

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

Facility	Post	Day Shift	Night Shift	Total of Security Officers	Fixed Term
		<b>Day Shift (7 Days per week)</b>	<b>Night shift (7 days per week)</b>		
Head Office, Dr AB Xuma Building	Dr AB Xuma Building	Female 9 x Grade C  Male 9 x Grade C  2 x Grade C Armed  1 x Grade B (Supervisor)	2 x Grade C  5 x Grade C Armed  3 x Armed Dog Handlers  1 x Grade B (Supervisor)	32	36 Months
Total		21	11	32	

4.2 The bidders shall be bound to supply the quantities as required for the duration of the contract without any deviation.

**4.3 Deliverables:**

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

- 4.3.1 Project Implementation Plan outlining how the security service is going to be provided as required at Dr AB Xuma Building; further outlining but not limited to the following details:
- 4.3.1.1 Operational management team;
  - 4.3.1.2 Plans to monitor registered security officers and the frequency thereof;
  - 4.3.1.3 Plan of action and procedures to deal with misconduct;
  - 4.3.1.4 Training Plan outlining the types of training to be provided to registered security officers and the intervals thereof;
  - 4.3.1.5 Reporting mechanisms;
  - 4.3.1.6 Valid Compensation for Occupational Injuries and Diseases Act Certificate;
  - 4.3.1.7 Physical and postal addresses, contact details in terms of offices which will be providing services to the Department of Health;
  - 4.3.1.8 Number of registered security officers to be dedicated to the project;
  - 4.3.1.9 Bidders are further expected to provide at least three written references with regard to services rendered within five years.
  - 4.3.1.10 Bidder must provide details of the fully functional security control room and the bidder without fully functional control room will be given 30 days to establish a fully operational control room after the appointment.
  - 4.3.1.11 The security control room must meet the following basic requirements:
    - Not shared with any other service provider;
    - Firearms safe;
    - Must meet applicable legal requirements and security industry best practices.

### **5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER**

- 5.1. To comply with all applicable legislations
- 5.2. To provide security services meant to protect the Department of Health assets including personnel, information and equipment against damage, theft and vandalism.
- 5.3. To perform access control duties, patrol the premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any criminal activities.
- 5.4. To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.
- 5.5. To apprehend any suspicious person on the premises and to take action as mandated and required by the laws of the Republic of South Africa.
- 5.6. To report any suspicious action or unusual occurrence/incident to the Department of Health and the South African Police Services (SAPS).
- 5.7. Security officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.
- 5.8. To prevent persons from illegal dumping, erecting of structures on and occupying premises under the control of the Department of Health.

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

- 5.9. To monitor security threats and risks within the Department of Health's area of responsibility and provide an early warning to facilitate proactive interventions.
- 5.10. The bidder shall conduct business in a courteous and professional manner.
- 5.11. The bidder must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations.
- 5.12. To maintain a 24/7 permanently staffed office/control room for the duration of the contract to enable continuous communication with the Department of Health and the bidder's field staff. The bidder must have a functional radio control room, cellular phones for effective communication.

### **6. MANAGEMENT AND SUPERVISION**

- 6.1. The bidder must make provision for a Contract Manager who shall exercise supervision of security officers and/or activities on behalf of the bidder. The Project Manager shall be a competent and responsible individual who has three (3) years' experience in carrying out security functions at management level. Department of Health shall be notified in writing of the appointment of the Contract Manager.
- 6.2. The bidder shall exercise adequate supervision over the service and shall be represented by a representative having full power and authority on behalf of the Project Manager. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.
- 6.3. The bidder shall be required to carry out proper supervision of his own personnel by means of at least two visits by an off-site supervisor per shift. The Project Manager should visit each site at least twice per week, one of which should be after hours. These visits must be recorded in the weekly report. Details of such visits shall be recorded in the occurrence book provided by the bidder and the pocket books of security personnel visited.
- 6.4. The bidder shall at all times be responsible for the acts and omissions of employees providing security services to the Department of Health in terms of this agreement while they are acting within the course and scope of their duties and employment.
- 6.5. A Service Level Agreement will be put in place to manage the relationship between internal and external security officers.

### **7. PLACE (S) OF SERVICE DELIVERY.**

- 7.1. Bidders to bid for Dr AB Xuma Building.

### **8. LEGAL REQUIREMENTS/ELIGIBILITY.**

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

- 8.1. Bidders shall comply, but not limited to, with the following relevant legislation inclusive of any replacement/and or amendment:
  - 8.1.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
  - 8.1.2. The Private Security Industry Regulations, 2002 dated 14 February 2002;
  - 8.1.3. Provisions from the Security Officers Act, 1987 (Act 92 of 1987);
  - 8.1.4. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
  - 8.1.5. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
  - 8.1.6. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
  - 8.1.7. The Firearms Control Act, 2000 (Act no. 60 of 2000);
  - 8.1.8. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
  - 8.1.9. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
  - 8.1.10. Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996)
  - 8.1.11. Promotion of Access to Information Act, 2000 (Act No 2 of 2000)
  - 8.1.12. Protection of Personal Information Act, 2013 (Act no 4 of 2013)
  - 8.1.13. Promotion of Administrative Justice Act, 2000 (Act no 3 of 2000)
  - 8.1.14. Labour Relations Act, 1995 (Act No 66 of 1995)

### **SECURITY REQUIREMENTS**

#### **9. SECURITY PERSONNEL.**

- 9.1. It is the responsibility of the bidder to ensure that security personnel in his employment meet the following requirements at all times:
  - 9.1.1. Security officers must have at least Grade 10 and minimum Grade C PSIRA registration.
  - 9.1.2. Supervisors must have Grade 12 and Grade B PSIRA Certificate.
  - 9.1.3. Security officers must be able to communicate, read and write preferably in English.
  - 9.1.4. Security officers must not be younger than 18 years of age.
  - 9.1.5. Security officers must be prepared to work 12 hours shifts.
  - 9.1.6. Supervisors and registered security officers must have undergone and passed the formal security officers training.
  - 9.1.7. Security officers must at all times present an acceptable image and appearance including that they shall, lounge about, smoke, eat or drink whilst attending to people.
  - 9.1.8. Supervisors and security officers must at all times present a dedicated attitude and approach to security, which attitude and approach shall imply inter alia that there shall be no unnecessary arguments with visitors, personnel or discourteous behaviour towards them.

#### **10. WORKING HOURS AND RATES**

- 10.1. Security services shall be provided 24/7 Twenty-four hours and Seven days a week.
- 10.2. Bidders to apply and remunerate security officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority.

#### **11. ADDITIONAL / ADHOC SECURITY SERVICES**

## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS

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

### 12. UNIFORM

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

12.1.1. Male security officers:

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

12.1.2. Female security officers:

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

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

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

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

- 12.4.1 Occurrence Book and other relevant security registers;
- 12.4.2 Fully operational radios;
- 12.4.3 Fully operational torches,
- 12.4.4 Pocket Book;
- 12.4.5 PSIRA Identification Cards;
- 12.4.6 Pens;
- 12.4.7 Handcuffs and keys;
- 12.4.8 Handheld metal detectors;
- 12.4.9 Dogs & cage
- 12.4.10 Cell phone with monthly airtime
- 12.4.11 Pepper spray
- 12.4.12 Two-way radios
- 12.4.13 Patrol bicycles
- 12.4.14 Firearms
- 12.4.15 Drone for patrol X 1
- 12.4.16 Safety Crowded Barricade (5M extendable) X 10



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

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

**13 PENALTIES:**

The following penalties will apply:

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

**14 GENERAL CONDITIONS**

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

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

14.3 The Department reserves the right to inspect the services rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the Service Level Agreement.

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

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

- 14.6 The Department reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers by the State Security Agency (SSA). Appointment of successful bidder(s) will be subject to positive background checks.
- 14.7 The bidder must keep available for inspection, at his headquarters, personnel files as well as all appropriate documents of all security personnel in his service.
- 14.8 The bidder who fail to attend the compulsory briefing session shall be **DISQUALIFIED**.
- 14.9 The successful bidder will enter into a Service level Agreement (SLA) with the department.

**15 LIABILITY**

- 15.1 The service provider indemnifies the department from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from or be related to the execution of this contract.
- 15.2 The service provider will be held responsible for any damage or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the department against the service provider. The Department reserves the right to claim for damages against the service provider arising out of negligence and/or poor performance by the service provider or its registered security officers.
- 15.3 In the case of the loss or damage to property resulting from providing service, the service provider undertakes to repair/rectify the damage immediately after the notification by Security Services in the department. If the service provider fails to act after such notification, the department will rectify the damages at will and the costs will be recovered from the service provider.
- 15.4 The bidders must have a minimum of R10 Million liability cover to cover in case of any damage or theft by his employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the department against the service provider.

**16 EVALUATION OF THE TENDER**

The evaluation of the bids will be done as per PPPFA and Amended Regulations as follows:

- Phase 1A: Administrative Compliance
- Phase 1B: (Paper Based) Functional Evaluation
- Phase 1C: Price
- PHASE 2: Site Visits/inspection

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

The first stage will be the evaluation of bids, which consists of administrative compliance, desk-

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

top (paper based) functionality evaluation and site visit evaluation. During this stage bids that do not meet the minimum threshold for functionality will be disqualified, and will not be considered for the second stage of evaluation (pricing).

The second stage of evaluation will be pricing which is allocated 100 points.

**16.1 STAGE ONE: MANDATORY REQUIREMENTS**

**Phase 1A – Administrative Compliance**

Bidders must submit the following mandatory documents:

Administrative Area	Complaint	Non-compliant
Copy of company registration with CIPC (CIPRO). All relevant company documents that give credence to the legality of the company or association.		
Certified copy of company registration with PSIRA		
Company directors’ certified copy of PSIRA registration certificate		
PSIRA letter of good standing not older than 3 months		
Directors’ certified copies of identity documents		
Valid original tax clearance certificate/ Tax Pin		
Certified copy of UIF certificate or letter of good standing		
Certified Copy of Provident Funds		
Fully completed and signed SBD forms by the bidder		
Public Liability Cover of 10 Million (letter from accredited insurance company)		
Two envelop bidding system (Separate the proposal from the pricing schedule)		
<b>NB: The validity period of all certified copies of documents must not exceed Six months. Failure to submit the above mandatory documents may lead to disqualification of the bid.</b>		
<b>The briefing session is compulsory and bidders who fail to attend the briefing session will be disqualified.</b>		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

**Phase 1B – Functional Evaluation**

Bidders will be evaluated in the following manner:

<b>EVALUATION CRITERIA</b>				
<b>FOCUS AREA</b>	<b>WEIGHT</b>	<b>CRITERIA</b>	<b>POINTS ALLOCATION</b>	<b>SCORE</b>
Experience in the security industry	20	Attach company profile with contactable references of five people (clients) with five years' experience in rendering security services in the public sector.	5	
		One reference <b>(1): Poor</b>		
		Two reference <b>(2): Average</b>		
		Three reference <b>(3): Good</b>		
		Four reference <b>(4): Very Good</b>		
		Five reference <b>(5): Exceptional</b>		
		Attach at least five references letters from organisations that the company has rendered service to with contactable references.	5	
		One reference letter <b>(1): Poor</b>		
		Two reference letters <b>(2): Average</b>		
		Three reference letters <b>(3): Good</b>		
	Four reference letters <b>(4): Very Good</b>			
	Five reference letters <b>(5): Exceptional</b>			
	0 to 2 attachments of letter of awards of contract with the minimum value of R 5m <b>(2): Poor</b>	10		
	2 to 4 years with the attachments of letter of awards of contract with the minimum value of R 5m <b>(4): Average</b>			
	4 to 6 years with the attachments of letter of awards of contract with the minimum value of R 5m <b>(6): Good</b>			
6 to 8 attachments of letters of awards of contracts with the minimum value of R 5m <b>(8): Very good</b>				
8 to 10 attachments of letters of awards with the contracts with minimum value of R 5m <b>(10); Exceptional</b>				
	<b>WEIGHT</b>			
		<b>Operational equipment:</b>		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

<b>EVALUATION CRITERIA</b>				
<b>FOCUS AREA</b>	<b>WEIGHT</b>	<b>CRITERIA</b>	<b>POINTS ALLOCATION</b>	<b>SCORE</b>
Security Infrastructure	20	The company must attach at least 5 vehicle certificates with the valid vehicle disc in the name of the company. Documentary proof of company's uniform, Security aids, Registers and safety equipment in line with specification requirement including radio licences	5	
		<b>How does the organization monitor and ensure quality of their service?</b> Attached security Standard operating procedure (SOP's), Customer satisfaction survey, Inspection visits reports, Incident reporting, minutes of meetings with clients and improvement plans	5	
		<b>Firearm:</b> The company must attach copy of at least 20 valid firearm licences in the name of the company. List of security officers registered with a company possessing firearm competency certificate.	5	
		<b>Dog handlers:</b> The company must attach copy of at least 20 valid dog handlers' certificates for security officers to be deployed on site and dog handler's SOP's and/or health and safety handling plan	5	
	<b>WEIGHT</b>			
Financial capability to carry the project	15	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 alternatively proof of company capability to self-fund (current bank statement) to the value indicated below:	15	
		R1m to R2m ( 3) Poor		
		R2m to R3m ( 6) Average		
		R3m to R4m ( 9) Good		
		R4m to R5m (12) Very Good		
		R5m to R6m (15) Exceptional		
	<b>WEIGHT</b>			
Personnel Resource	20	Proof of availability of competent and experienced managers, supervisors and	5	

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

<b>EVALUATION CRITERIA</b>				
<b>FOCUS AREA</b>	<b>WEIGHT</b>	<b>CRITERIA</b>	<b>POINTS ALLOCATION</b>	<b>SCORE</b>
s Available		personnel (attach copy of CV;s with qualifications: 35 x security officers, 2x manager and 10x supervisors):		
		Recruitment and selection policy of the company, Site/job specification, contract of employment and code of conduct, Screening process.		
		Attach 35 x police clearances of security officers to be deployed.	<b>15</b>	
	<b>WEIGHT</b>			
Comprehensive Project Implementation Plan	25	<b>Pre-project phase:</b>	<b>10</b>	
		Procurement and delivery of all logistics with clear deliverables, time frame, responsible person.		
		Recruitment and selection implementation plan with clear deliverables and time frame.		
		Pre-meeting with the client and site inspection with all security programme plan with clear time frame and the responsible person.		
		Site induction plan with all security personnel plan with time frame and responsible person.		
		Taking over plan.		
		Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the time-frames.		
		<b>Project implementation phase:</b>	<b>5</b>	
		Allocation of roles and responsibility (manager, Supervisor, security officers).		
		Transportation plan, working time, parade, inspection, patrol, incidents management and reporting, daily, weekly and monthly meetings with the client and improvement plan with clear time frame and responsible person.		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

<b>EVALUATION CRITERIA</b>				
<b>FOCUS AREA</b>	<b>WEIGHT</b>	<b>CRITERIA</b>	<b>POINTS ALLOCATION</b>	<b>SCORE</b>
		<b>Contingency Plan:</b>  Contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes, adhoc arrangements,  Contingency plan outlining what the service provider will do in crisis situations such as fire, electrical outage, Boom threat, Hostage and other crisis.	<b>10</b>	
	<b>100</b>	<b>SUB TOTAL</b>	<b>100</b>	

**16.2 STAGE TWO: COMMERCIAL EVALUATION**

Price

<b>Price</b>	<b>100</b>
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Bidders must score a minimum of 70 points on functionality criteria evaluation. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.

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

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

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

**16.3 Site Inspections**

<b>SITE INSPECTIONS</b>
<p><b><u>Unannounced Site inspections</u></b> shall be conducted to the physical addresses (premises) provided by the bidders in bid documents, to verify administrative and infrastructural capacity/compliance to the security industry requirements.</p>

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

**Bidders must meet the requirements as set out in the attached Infrastructure Inspection Checklist (Annexure B) which must be completed and returned with the bid document.**

**NB: Bidders who score less than 70 points for functionality shall be disqualified and therefore not be eligible for further evaluation to site inspections and price.**

### **17 BID AWARD AND CONTRACT**

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

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

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

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

### **18 SECURITY CONTRACT ARRANGEMENT**

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

#### **Head Office**

Dr AB Xuma Building  
1112 Voortrekker Rd  
Pretoria  
Townlands 351-JR  
0187

### **19 SECURITY CONTRACT**

The security contract will commence after signing the SLA. The successful service provider will be expected to provide security services for a period of 36 months, from the date of signing the SLA. The Department of Health may at the end of the contract exercise the sole discretion to extend or not extend the contract.

### **20 PAYMENT STRUCTURE**

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

### **21 NON-DISCLOSURE AGREEMENT**

All information disclosed concerning NDoH, its services and stakeholders which may be encountered in the course of rendering services to NDoH is confidential. Furthermore, such



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

confidential information shall be disclosed in any form to any third party or be used for any purpose other than intended by NDoH without written permission from NDoH. This non-disclosure agreement further extends to subcontractors that you may use in performing services to NDoH. You are responsible for enforcing your subcontractor's compliance therewith.

**22 CONTACT DETAILS**

For SCM enquiries: [Tenders@health.gov.za](mailto:Tenders@health.gov.za)

Delivery Address:

Dr AB Xuma Building

1112 Voortrekker Rd

Pretoria

Townlands 351-JR

0187