health
Department:
Health
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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Health Office Park
Private Bag X 2068
MMABATHO
2735

SUPPLY CHAIN MANAGEMENT

Tel: +27 (66) 186 2845
Email: dmocwane@nwpg.gov.za
www.health.gov.za

RE- ADVERT: INVITATION TO BID NWDOH 08/2026: RENDERING OF PHYSICAL SECURITY SERVICES FOR THE NORTH WEST DEPARTMENT OF HEALTH NWDOH FOR A PERIOD OF FOUR (04) YEARS

Open bids are hereby invited for rendering of physical security services for the North West Department of Health NWDoH for a period of four (04)years

The conditions contained in the Preferential Procurement Policy Framework Act and 2022 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.

2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.

3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**

4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : **NWDOH 08/2026**

Company Name :

Closing date : **14 DECEMBER 2026**

Closing time : **11H00**

Technical enquiries: Mr. Mtsabe lmtsabe@nwpg.gov.za -

079 5629 637/ Ms T Mothibi at 067 423 8939

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. **Regulation 16A9. 1 [e] and [f]** the Accounting Officer of the Department may-

i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or

ii. Cancel a contract awarded to a supplier of goods or services

- If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
- If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. **Regulation 16A9.2 [a] and [b]** the accounting officer or accounting authority-

i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES** governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-

i. Bid information and documentation are confidential

ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. **IN TERMS OF THE NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

"6.5. No person should:-

"6.5.1 Interfere with the supply chain management system of an Institution

"6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **Failure to submit all the required documents may render your bid non-responsive**

7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and initial on each page of the bidding documents. Bid documents must be binded.**

8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. – Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**

9. The Department of Health reserves the right to award any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**

10. National Treasury has per Circular no 3 OF 2015/2016 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to https://secure.csd.gov.za/ to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

Ms D Mocwane 066 186 2845 dmocwane@nwpg.gov.za Ms T Matshoba 066 081 6386 tmatshoba@nwpg.gov.za

TECHNICAL ENQUIRIES:

Mr L Mtsabe 079 562 9637 lmtsabe@nwpg.gov.za Ms T Mothibi at 067 423 8939

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

12. CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

13. RISK ANALYSIS

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

14. BID CONDITIONS

a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
b) Bids will be valid for a period of 150 days.
c) All bid prices must be quoted in South African currency and must be VAT inclusive.
d) All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

15. BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

National Treasury has per **PFMA SCM INSTRUCTION NO.9 OF 2022/2023 MANDOTRY UTILISATION OF THE E-TENDER PORTAL FOR PUBLICATION OF BID OPPORTUNITIES, BID AWARDS AND ANY BID RELATED NOTIFICATIONS DATED 13 OCT 2022** prescribed the mandatory advertisement of bids on the e-tender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 Nov 2022, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

a) Bid description;

b) Bid number;
c) Name of the PFMA compliant institution;
d) The place where the bid is required;
e) The closing date and time of the bid;
f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
g) The place where bids can be collected;
h) The place where bids should be delivered; and
i) The bid document, that is,
   - Invitation to Bid-which explains the bid administration requirements and the evaluation criteria, to be complied with by all bidders.
   - SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
   - Technical Bid Specifications/Terms of Reference or Bill of Quantities requirements - depending on the technical nature of the bid.

16. BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

(a) Original, fully completed and signed applicable SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the SBD forms (SBD form 1, 3.2, 4, 6.1,) as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required by the specification, without fail.**

NB: Bidders disclosure on SBD 4 (Must declare other companies that they own. Refer to Paragraph 2.3). In case of joint venture, both companies should complete separate SBD forms

(b) Copies of Identity Documents of the Directors / Main Shareholders of the company.

(c) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder

(d) **Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of Two Hundred Rand (R200-00). Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid**

Number –Bidders are encouraged to download the bid documentation from the E-Tender

Bank Name	**: ABSA**
Account Name	**: NW Health**
Account Holder	**: NWPG**
Branch Code	**: 632005**
Account Number	**: 41-1181-1655**
Account Type	**: Cheque Account**

(e) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**

(f) Bidders are required to submit a copy of a valid B-BBEE Status level Verification Certificate, together with their bids, to substantiate their B-BBEE rating claims.
An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less

(g) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(h) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Copy of Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder
- Copies of Identity Documents of all Directors / Main Shareholders of the company.-
- Joint venture agreement duly signed by all parties
- A certificate or agreement regarding shareholder -ship of members
- Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable.** All bidders are

required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company

- Copy of a valid Consolidated B-BBEE Status level verification Certificate.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

(i) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid

(j) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

17. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

  - Tenderers other than EMEs
    I. Verification agencies accredited by SANAS; or
  - Tenderers who qualify as EMEs
    II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

17.1 Verification agencies accredited by SANAS

17.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.

17.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee default.php

17.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.

17.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

18. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

18.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME

18.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)

18.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.

18.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or

18.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is this context that an EME may submit a B-BBEE verification certificate

19. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS:

90 = Price (NOTE: All bid price/should be VAT inclusive)

10 = Specific Goals (Points will be allocated according to the specific goals table below)

Specific Goals	**Procurement Transaction** **Preference Points allocated out of 10**
B-BBEE Status level of Contributor	**5**
1	5
2	4
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific Local Municipality or District Municipality, Township or region for work to be done or services to be rendered in that area	**2**
Residing within North West Province where the service is required.	2
Residing outside the North West Province	0
Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	**3**
• Enterprises 51% owned by black women. • Enterprises 51% owned by people with disability • Enterprises 51% owned by black youth. • Enterprises 51% owned by black military veterans • Registered Cooperatives within the North West department of Health database	3

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 20261118

	COMPLIANCE CHECKLIST ***NB. THE BIDDERS MUST COMPLETE THE CHEKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE BID ADMINISTRATIVE REQUIREMENTS***	
NO	***REQUIREMENT***	***HAVE YOU ATTACHED*** ***Answer Yes or No***
1	Compulsory Briefing session	**N/A**
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number. **NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website**	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2022 PPPFA Regulations AND fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.2- Pricing Schedule – Non-Firm Prices(Purchases)w	
3.3	Availability of signed and fully completed SBD 4- Declaration of Interest **Bidders disclosure on SBD 4 (Must declare other companies that they own. Refer to Paragraph 2.3). In case of joint venture, both companies should complete separate SBD forms**	
3.4	Availability of signed and fully completed SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 **Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached**	
4	Copies of Identity Documents of all Directors / Main Shareholders of the company.-	
5	Copy of Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report- Indicate the expiry date[s] of all the TCC	

	The Department will also verify the tax compliance status of bidder	
6	Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail**	
7	**TOTAL BID PRICE INCLUDING VAT** ***AMOUNT*****.....**	
8	Bidders are required to submit a copy of a valid B-BBEE Status level Verification Certificate, together with their bids, to substantiate their B-BBEE rating claims. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	Copy of Valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder Indicate the expiry date[s] of all the TCC of the JV partners.	
9.2	Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture.	
9.3	Joint venture agreement duly signed by all parties	
9.4	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number **NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement**	

9.5	Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.**	
9.6	Valid copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : **NWDOH 08/2026** Company Name : Closing date : **14 DECEMBER 2026** Closing time : **11H00**	
13	Address and contact details:	

SIGNATURE BY BIDDER: .....

DATE: .....

Ground Floor, Health Office Park
Private Bag X 2068
MMABATHO
2735

Tel: 079 0786 996
Email: mavismanthi@nwpg.gov.za
www.health.nwpg.gov.za

1. NAME OF BID

RENDERING OF PHYSICAL SECURITY SERVICES FOR THE NORTH WEST DEPARTMENT OF HEALTH (NWDOH) FOR A PERIOD OF FORTY-EIGHT (48) MONTHS

2. PURPOSE

1.1 To invite open bids for suitably qualified and legally compliant service providers to submit bids for the provision of physical security services to the Department for a period of forty-eight (48) months at identified Department health facilities.

3. BACKGROUND

3.1 The Department is responsible for the provision of public healthcare services throughout the Province. The Department operates the following facilities: hospitals, Community Health Centres (CHCs), clinics, emergency medical services, nursing colleges, pharmaceutical facilities, administrative offices and other healthcare-related premises. These facilities are exposed to various physical security risks.

3.2 As part of its risk-management responsibilities, the Department intends to procure suitable qualified Bidders to support the implementation and maintenance of the Department's Minimum Physical Security Services (MPSS), Minimum Information Security Standards (MISS) and other applicable security prescripts.

4. EXPECTED DELIVERABLES

The appointed Bidders shall ensure the effective provision of physical security services at the facilities allocated to them. The expected outcomes include: -

4.1 The appointed Bidders shall provide physical security services at health facilities identified by the Department and shall implement access control and patrol services in accordance with the Control of Access to Public Premises and Vehicles Act 53 of 1985, as applicable, together with the Private Security Industry Regulation Act 56 of 2001 and all other relevant legislation.

4.2 Incident management, emergency response and reporting;

4.3 Support for emergency and contingency arrangements; and

4.4 Protection of patients, employees, visitors, Departmental assets, premises, information, other resources and effective implementation of the Department's MPSS, MISS.

4.5 Provision of adequately trained PSIRA registered guards, equipped and supervised security personnel and effective access control, perimeter patrols, incident management and reporting, emergency response and security reporting.

4.6 Maintenance of security registers, occurrence books, other records prescribed by the Department and provision of adequate supervision and management of security personnel.

5. BID PRICE

5.1 All prices must indicate prices without Vat and prices inclusive of VAT whether registered or not. Bidders who win the Bid and are not VAT registered / vendor will be required to register for VAT before signing the SLA Agreement.

5.2 Bidders should note that only statutory price adjustment applications shall be considered under the National Bargaining Council Private Security Sector.

5.3 The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.

5.4 Successful bidders will be allocated not more than one cluster; therefore, bidders must ensure that when bidding they indicate the price for each site, cluster and armed response unit as per pricing schedule (Annexure A) and must express prices for their services in South African currency. Failure to do so will render the bid as non-responsive.

5.5 Bidders must prepare a pricing schedule (Annexure A) initialed by the authorized signatory, indicating costs per month, including contingency costs and costs for the duration of the contract. Should there be a discrepancy between the prices in the schedule and price per cluster indicated, please take note that the price per cluster takes preference.

5.6 The department reserves the right to enter into price negotiations with recommended bidders upon finalization of the bid.

6. SPECIAL CONDITIONS

6.1 The period of the contract:-

6.1.1 The contract will be for a period of 48 months and can be reviewed as and when based on performance and compliance with the SLA.

6.1.2 Bid offers are valid for **One Hundred and Fifty (150) days** and shall be evaluated within the validity period.

6.1.3 No subcontracting is allowed for this bid.

6.1.4 The Bidders are encouraged to take into consideration the Sectoral Determination, national Bargaining council for the private security rates, Direct Cost, VAT, Overheads and profit margin when pricing for this bid.

6.1.5 The amount payable by the Department in respect of the security services rendered shall be the amount agreed upon and approved by the Department Initial increment shall be as a percentage on the initial bid price from the Department and will be implemented on the anniversary of the contract not exceeding NBCPSS published rates.

6.1.6 Any changes in the Bidder's details on the Central Suppliers Database (CSD) are the sole responsibility of the Bidder. No payments can be made to any Bidder whose information is not up to date and correct on the CSD.

6.1.7 The Department will award one (1) Bidder per cluster.

6.1.8 The Department reserves the right to award the bid in whole or in part.

6.1.9 Validation of all relevant documentation submitted will be undertaken by the Department.

6.1.10 The Department reserves the right to increase or reduce the number of security guards deployed on site at any given time after a risk assessment has been conducted, and the Bidders will be notified in writing within thirty (30) working days.

6.1.11 Continuous monitoring of the SLA.

6.1.12 The Department will proceed with award after the bid adjudication process and the contract will be terminated should the SSA Report findings warrant the termination of contract.

6.1.13 Where armed security services are required by the applicable cluster / security plan, the bidder shall possess or lawfully have access to firearms and shall comply with the Firearms Control Act, 2000 and all applicable licensing requirements.

6.1.14 The Department shall request the Bidder to deploy armed response unit only when the need arises.

NB: The services shall be rendered in accordance with applicable legislation, regulations, standards, departmental policies, Minimum Physical Security Standard (MPSS), Minimum Information Security Standards (MISS), the requirements of the Private Security Industry Regulatory Authority (PSIRA), National Bargaining Council for the Private Security Sector (NBCPSS), Main Collective Agreement and applicable labour legislation and the approved Service Level Agreement (SLA).

7. EVALUATION OF THE BID

The bids will be evaluated in five phases:-

- Phase 1: Administrative Compliance
- Phase 2: Bidder Requirements
- Phase 3: Functionality
- Phase 4: Preference point system
- Phase 5: SSA Security Screening Requirement
- Phase 6: site inspection

7.1 Phase 1: Administrative Compliance

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

7.1.2 Without limiting the generality of Department's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table below.

7.1.3 All documents must be completed and signed by the duly authorized representative of the prospective bidder(s).

7.1.4 During this phase, Bidders` responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

7.1.5 The bidder(s) proposal may be disqualified for non-submission of any of the documents.

7.1.6 Bidders will be expected to conclude the consent form to verify information in the bid documentation with external clients (Annexure C). Failure to complete Annexure C will lead to disqualification.

Documents	Non-submission and partial completion will result in disqualification	Requirements
Invitation to Bid – SBD 1	**YES**	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.2	**YES**	Complete and sign the supplied pro forma document
Bidders Disclosure – SBD 4	**YES**	Complete and sign the supplied hard copy with the bid at the closing date and time. **(Must declare other companies that they own. Refer to Paragraph 2.3). in case of joint venture, both companies should complete separate SBD forms**
Preference Point Claim Form – SBD 6.1	**NO**	Non-Returnable of the supplied pro forma document will not lead to Disqualification. **Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached**
Joint Ventures (J/V)	**YES**	Attach a valid JV agreement. Non-submission will lead to disqualification.

Documents	Non-submission and partial completion will result in disqualification	Requirements
		In the event of an award, the company needs to register on CSD as a JV. The process is that the service providers must register the JV at SARS then open a JV bank account. With those documents they can then register the JV on CSD. **The department will only make payment to a JV account. Should complete 2 separate SBD 4 for each company**

Bidders must ensure that they meet the following requirements before the bid can be awarded: -

Criteria	Requirement
Tax compliance status	Bidder must be tax compliant before the bid is awarded, **It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is more than R1 million**
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Bidders registration with CSD	Bidders must be registered as a service provider on the CSD. If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Attach detailed CSD registration document
In the service of the state status	Bid will not be considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless **the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal.**
Tender defaulting and restriction status	Entity and directors must not be restricted.
Compliance with Main Collective Agreement (MCA) National Bargaining Council for the Private Security Sector (NBCPSS)	Bidders must ensure that they pay their security guards according to Main Collective Agreement (MCA): National Bargaining Council for the Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act.

7.2 Phase 2: Bidder Requirements

7.2.1 Certified copy of valid letter of good standing from PSIRA for the company.

7.2.2 Certified copy of valid PSIRA registration for the company.

7.2.3 Certified copy of valid PSIRA Grade A/B registration for all the Directors/owners of Private and Public Companies, all partnerships, all trustees of a trust, all members of CC & Sole Proprietor.

7.2.4 Certified copy of valid firearm license/s.

7.2.5 Certified copy of confirmation of registration and letter of good standing with Private Security Sector Provident Fund (PSSPF).

7.2.6 Certified copy of valid ICASA communication radio License of the Bidder having the valid expiry date. (in case where a third party ICASA License is used, letter of consent or agreement must be attached plus certified copy of valid ICASA License).

7.2.7 Certified copy of Hospital cover as per NBCPSS illustrated pricing guide.

7.2.8 The Project Manager must be registered with PSIRA and remain in the employment of the bidding company until the closing date of the bid and have at least five years' work experience in the field of security management and have Grade A or B PSIRA certificate. **(Attach a detailed CV (outlining years of experience, job responsibilities and name of the institutions where the personnel worked) and a qualification of** National Security Diploma (NQF Level 6) **or Higher, certified copy of PSIRA certificates and proof that they are in the employ of the bidding company according to PSIRA**).

7.3 Phase 3: Functionality Evaluation Criteria = 100 Points

7.3.1 Only Bidders that have met Phase 1 and 2 will be evaluated in Phase 3 for functionality.

7.3.2 Bidders are required to obtain a minimum of 75 out of 100 points to proceed to the next stage of evaluation, subject to not scoring zero (0) in **category A, B and C.** Failure will lead to disqualification.

7.3.3 **NB: Table A is applicable to clusters (Complex) 1 to 11 and Table B is applicable to clusters (Moderate) 12 to 20**

7.3.4 As part of due diligence, Department may conduct sites visit at the premises of the Bidder (reference) for validation of the services rendered. The choice of the sites will be at the Department's sole discretion.

7.3.5 Functionality will be evaluated in accordance with the evaluation criteria for functionality listed below: -

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Table A: APPLICABLE TO CLUSTERS 1 TO 11

NO.	CATEGORY	FUNCTIONALITY	CRITERIA	POINTS	WEIGHT
a)	**Security Management Services Experience**	Security Management Experience or Detailed experience of the bidder relating to security services and track record • **(Please attach appointment letter(s) or orders and reference letter(s) with verifiable contact details and values of the contracts)**	Six (6) years or more experience in security services	30	**30**
			Five (5) years' experience in security services	25	
			Four (4) years' experience in security services	20	
			Three (3) years' experience in security services	15	
			No information or experience indicated/ is less than three (3) years or not relevant to the security industry.	0	
b)	**Financial Capacity**	Proof of company capability to self–fund • **(i.e. Stamped three months' bank statements. *NB: The statements should not be older than three months from the closing date of the bid and only the average of the three months' income will be considered for allocation of points)***	R10 000 001 or more	30	**30**
			R8 000 001 – R10 000 000	25	
			R6 000 001 – R8000 000	20	
			R4 000 001 – R6000 000	15	
			Less than R4 000 000 or no submission of information 0	0	
d)	**Logistics Capacity**	The bidder must own/lease <u>vehicles</u> • **Attach MVL1 for each vehicle. *NB: If the vehicles are leased, the bidder must attach a letter of intent signed by both parties. MVL1 of each vehicle must be attached of the lessor/owner.***	Bidder owns/lease 5 cars or more	20	**20**
			Bidder owns/lease 4 cars	17	
			Bidder owns/lease 3 cars	14	
			Bidder owns/lease 2 cars	10	
			Non-submission or anything less than above	0	
e)	Established business offices	Head Office Address • **(Attach proof of address comprising of title deed or lease agreement or permission to occupy and Municipality bill or proof of address from the tribal authority according to PSIRA Registration)**	Within North West Province	20	**20**
			Outside North West Province	0	
Total					**100**

Table B: APPLICABLE TO CLUSTERS 12 TO 20

NO.	CATEGORY	FUNCTIONALITY	CRITERIA	POINTS	WEIGHT
a)	**Security Management Services Experience**	Security Management Experience or Detailed experience of the bidder relating to security services and track record • **(Please attach appointment letter(s) or orders and reference letter(s) with verifiable contact details and values of the contracts)**	Six (6) years or more experience in security services	30	**30**
			Five (5) years' experience in security services	25	
			Four (4) years' experience in security services	20	
			Three (3) years' experience in security services	15	
			No information or experience indicated/ is less than three (3) years or not relevant to the security industry.	0	
b)	**Financial Capacity**	Proof of company capability to self–fund • **(i.e. Stamped three months' bank statements. *NB: The statements should not be older than three months from the closing date of the bid and only the average of the three months' income will be considered for allocation of points)***	R3 250 001 - R4 000 000 or more	30	**30**
			R2 500 001 – R3 250 000	25	
			R1 750 001– R2 500 000	20	
			R1 000 000 – R1 750 000	15	
			Less than R1 000 000 or no submission of information	0	
c)	**Logistics Capacity**	The bidder must own/lease vehicles • **Attach MVL1 for each vehicle. *NB: If the vehicles are leased, the bidder must attach a letter of intent signed by both parties. MVL1 of each vehicle must be attached of the lessor/owner.***	Bidder owns/lease 5 cars or more	20	**20**
			Bidder owns/lease 4 cars	17	
			Bidder owns/lease 3 cars	14	
			Bidder owns/lease 2 cars	10	
			Non-submission or anything less than above	0	
d)	Established business offices	Head Office Address • **(Attach proof of address comprising of title deed or lease agreement or permission to occupy and Municipality bill or proof of address from the tribal authority according to PSIRA Registration)**	Within North West Province	20	**20**
			Outside North West Province	0	
Total					**100**

7.4 Phase 4: Preference points system

- 90/10 Preference Point System

  90 = price (All bid price/should be VAT inclusive)

  10 = Specific goals (Points will be allocated according to Specific goals table below)

Specific Goals	**Procurement Transaction Preference Points allocated out of 10**
B-BBEE Status level of Contributor	**5**
1	5
2	4
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific province for work to be done or services to be rendered in that area (Mandatory)	**2**
Residing within the North West Province	2
Residing outside the North West Province	0
Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	**3**
• Enterprises 51% owned by black women. • Enterprises 51% owned by people with disability • Enterprises 51% owned by black youth. • Enterprises 51% owned by black military veterans • Registered Cooperatives within the North West department of Health database	3

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

7.5 Phase 5: State Security Agency (SSA) Security Screening Requirement

- The **SSA** Security Screening Requirement would be limited to the top 20 point scoring bidders after preference point scoring. **NB: Should any of the top 20-point scoring bidders fail the SSA** Security Screening Requirement **the next top scoring bidder will be subject to that requirement until the top 20 recommendable bidders are identified.**

- The State Security Agency (SSA) will conduct mandatory security screening for the top 20 of recommendable Bidders. The documents of the recommendable Bidders will be submitted to SSA at the end of the evaluation process. The Department will proceed with award after the bid adjudication process and the contract will be terminated should the SSA Report findings warrant the termination of contract.
- The Bidders must submit two sets of documents in two different envelopes as indicated below. **(Failure to submit will lead to disqualification).**

7.5.1 **Set A which is part of the Bid Document and other returnable should include the following documents**

i. Director/(s) certified identity document (ID) not older than three (3) months.
ii. Current and valid Tax Pin.
iii. Letter of good standing from PSIRA
iv. PSIRA registration certificate of the Bidder.
v. Director/s PSIRA copy of the registration certificate.

7.5.2 **The following twenty (20) documents must be submitted for the purposes of security screening by SSA and/or accredited screening authority as Set B, which are:**

i. Certified SARS Tax Certificate.
ii. Audited financial statements (To include the Income Statement, Balance Sheet and cash flow statement for a period of two (2) years).
iii. Three months original bank statements.
iv. Close corporations to provide annual financial statements and latest management accounts (to include the income statement, balance sheet and cash flow statement for a period of two (2) years).
v. Letter from the bank indicating the bank credit rating (bank code).
vi. Contract guarantees (if applicable).
vii. Bidder registration certificate.

viii. All relevant industry registration information and compliance certificates (If applicable).

ix. Name change certificate / amended founding statement (if applicable).

x. Proof of directorship/shareholding (and changes if applicable).

xi. Identity documents (ID) of directors / members / shareholders / sole Proprietor (To be involved in the project).

xii. Identity documents or passport and list of employees/contractors who require access to the premises.

xiii. All Bidders bank account/s details.

xiv. Proof of BEE compliance (scorecard if applicable).

xv. Name and contact details of auditing/accounting firm.

xvi. List of major creditors, contact names and contact details.

xvii. Letters declaring members or directors' involvement in associated businesses.

xviii. Completed supplier application form.

xix. Three reference letters of good standing.

xx. Employee appointment letters (if applicable).

7.6 Phase 6: Site Inspection

7.6.1 The physical Inspection would be limited to the top 20-point scoring bidders after they have met the security screening requirement and preference point scoring. **NB: Should any of the top 20-point scoring bidders fail the site inspection the next top scoring bidder site will be inspected until the top 20 recommendable bidders are identified.**

7.6.2 Site inspection will be conducted officials to confirm representations made in the bid document.

7.6.3 Written notice of change of physical address of the business must reach the Department SCM within fourteen (14) days after the closing date of such bid.

7.6.4 The site inspection shall not introduce new evaluation criteria after bid closure.

7.6.5 **The following would be used to evaluate site inspection of the bidder: -**

No:	Site Inspection evaluation criterion for physical inspection	Weight
1.	**Office**	
	a) Existing office structure - (1 point, if not 0 points) b) Office equipment (i.e. computers, printers, cabinets, etc.) - (1 point, if not 0 points)	**2**
2.	**Control Room**	**7**
	a) Existing Control within the main office structure – (1 points, if not 0 points)	

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No:	Site Inspection evaluation criterion for physical inspection	Weight
	b) The Control Room Operator's ability to contact other guards at the offsite facilities and Police if required. - (2 points, if not 0 points) c) Power supply: two sources of power supply, preferred supply (e.g. electricity) and an alternative ready for use. - (1 points, if not 0 points) d) Communication, i.e. Telephones, with alternative backup communication system dedicated as alternative and independent from the initial service - (1 points, if not 0 points) e) Base radio: receiver and transmitter – (2 points, if not 0 points)	
3.	**Security equipment must be presented to Department's officials on the day of the inspection:**	**37**
	a) Combat Uniform (branded). (5) b) Corporate Uniform (branded). (5) c) Firearms (i.e. handguns) with valid Licenses. (10) • Nine (9) firearms or more (10) • From 5-8 firearms (7) • from 1-4 firearms (2) • No firearm (0) d) Branded Security Vehicles and vehicle registration certificate (Natis). (5) • Five or more vehicles. (5) • Three (3) to four (4) vehicles. (3) • Less than 2 vehicles (1) • No vehicles (0) e) Other security equipment/Assets (12) • Torches/flashlights (1) • Two-way radio or cell phones (1) • Baton and handcuffs (1) • Set of rain suits (1) • Pepper guns (1) • Liquid based pepper spray (1) • Bullet Proof vest (1) • Handheld metal detectors (1) • Company patrol System (1) • Payroll (1) • Whistles (1) • Security Registers (Asset, Visitor, Vehicle, Occurrence books and Pocket books). 1 **NB: Bidders should note that should they be successful and fail to make the above-mentioned vehicles available or any other information supporting claims in their bid document at the inspection, will render their bid to be regarded as non-responsive.**	
	Total	**46**

NB: Bidders are required to obtain a minimum of 37 out of 46 points to proceed to the next stage of evaluation.

8 POST AWARD CONDITIONS

8.1 Liability

8.1.1 The successful bidder shall always be liable for the acts and omissions of its employees providing security services to NWDOH when acting within the course and scope of their duties and employment.

8.1.2 The successful bidder will be held responsible for any damage or loss to or of assets suffered by a Department because of the bidder's Security Officers' negligence or willful action in the ordinary execution of their duty. As such the successful bidder is required to provide Proof of Public Liability Insurance will be R15 000 000.

8.1.3 The successful bidder shall furnish NWDOH with a copy of the policy cover and a letter from the relevant Insurance providing such cover and certifying that the policy is effective. The policy should be valid on the commencement date of the contract and should be in force for the duration of the contract.

8.1.4 NWDOH shall not be responsible for any injury or death of security personnel, damage to any vehicles, equipment or other material used by the successful bidder in respect of the security services provided and used on the premises caused by NWDOH or any of its employees acting within the course and scope of their duties and employment.

8.1.5 Therefore, the successful bidder shall indemnify NWDOHs against: –

8.1.5.1 Any damage to NWDOH property, whether movable or immovable.

8.1.5.2 Loss of property belonging to NWDOH.

8.1.5.3 Liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of NWDOH; and

8.1.5.4 Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.

8.1.6 The successful bidder shall be responsible for all costs incurred in transportation, deployment and posting of such personnel.

8.2 Termination of Contract

8.2.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), read with section 23 (1) (h) of the PSIRA Act, and ensure that where applicable, natural persons who constitute the bidder comply with these laws. NWDOH reserves the right to disregard a bid or cancel the contract with the security contractor if the bidder or security contractor: -

8.2.1.1 has failed to comply with any legal or policy requirement that the bidder must comply with in order to enter into a valid contract with NWDOH, including but not limited to any public servant constituting or in the employ of the security contractor not having the necessary permissions or authorization in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;

8.2.1.2 Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government department, provincial administration or public entity.

8.2.1.3 After notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement; or

8.2.1.4 Has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-

8.2.1.4.1 Refrain from bidding for this contract; or

8.2.1.4.2 Bid at an agreed price.

8.2.2 NWDOH may immediately terminate the contract without any notice to the security contractor if any of the following circumstances occur or exist:

If the security contractor –

8.2.2.1 Commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;

8.2.2.2 Loses registration or good standing with PSIRA.

8.2.2.3 Commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or

8.2.2.4 Breaches this contract twice during the contract period

8.3 Joint Ventures

8.3.1 Should this bid be submitted by a joint venture, the Joint Venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

8.3.2 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an

authorized person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

8.3.3 The Joint Venture or consortium must comply with CSD registration requirements as per National Treasury directive.

8.3.4 Bidders should complete two (2) separate SBD four (4) forms for each Bidder.

8.4 Unsatisfactory Performance

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

8.4.2 The Departmental Official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:

8.4.2.1 Take action in terms of its delegated powers; and

8.4.2.2 Make a recommendation to the Accounting Officer for cancellation of the contract concerned.

8.4.3 When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

8.5 Validity Period of Bid and Extension Thereof

8.5.1 The validity period for the bid will be **150 days** from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity period should this occur.

8.5.2 The Department will request Bidders to extend the validity period under the same terms and conditions as originally offered by Bidders. This request will be made before the expiry of the original validity period.

8.6 Negotiations

8.6.1 Bidders should note that the Department might subject the successful bidder to negotiations for fair market-related prices.

8.7 Site Inspection

8.7.1 As part of the evaluation process of this bid, the Department will conduct site inspections on the address provided on the bid document, all security equipment to be inspected must be onsite during inspection, failure that the Bidder will not be considered for appointment/ the Bidder will be disqualified.

8.8 Language Governance

8.8.1 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.

8.9 Law To Apply

8.9.1 The contract shall in all respects be construed in accordance with the law of the Republic of South Africa (RSA), and any difference that may arise with the law of the RSA, and any difference that may arise between the Department and the Bidder regarding the Contract, shall be settled in the RSA.

8.9.2 The Bidder shall comply with:-

8.9.2.1 Applicable labour legislation;

8.9.2.2 NBCPSS requirements;

8.9.2.3 Unemployment Insurance Fund (UIF);

8.9.2.4 Compensation Fund requirements;

8.9.2.5 Provident fund obligations;

8.9.2.6 Applicable wage provisions; and

8.9.2.7 Occupational health and safety requirements.

9. POST AWARD REQUIREMENTS

9.1. The Security Officers must be in possession of valid PSIRA certificate Grade C.

9.2. The Bidders must provide a PSIRA accredited list, on PSIRA letterhead, of all Security Officers they employed within thirty (30) calendar days after commencement of tender.

9.3. The Bidder must have a Project Manager available within the cluster on a twenty-four (24)-hour basis to react in the event of emergencies.

9.4. The successful bidder will be required to submit proof of public liability insurance of R15 000 000.00.

9.5. Confirmation of Public liability insurance must be submitted within thirty (30) days after commencement of tender.

9.6. It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made is more than R1 million. Non- VAT Vendors will be given 30 working days to register.

9.7. The successful Bidders will be subjected to periodical security screening at the Department costs.

9.8. The successful Bidders will be allocated a Cluster and when it fails to comply with the service level agreement on site, the Bidder's Contract will be terminated.

9.9. Penalties shall be implemented from the date of inception of the contract where service providers must ensure all requirements and necessary registers are in place.

9.10. The department reserves the right to either reduce or increase the number of guards where necessary during the contract implementation.

9.11. Within sixty (60) days of award the Bidder must have fully functional security control rooms within the cluster awarded, the control room must comply with the following: -

9.11.1. Communication ability between sites and control (Cellphone and/or two-way radio).

9.11.2. Must comply with minimum physical security standards (MPSS)

9.11.3. Examples of male and female uniforms with company logo including

9.11.4. Shoes

9.11.5. Jersey

9.11.6. Winter coat

9.11.7. Raincoat

9.11.8. Examples of all equipment as stipulated in 18.10

9.11.9. Marked (branded) Company vehicle to be used by area supervisor for inspections register

9.11.10. Copies of the following documents

9.11.10.1. Company contingency plan

9.11.10.2. Emergency Contact details

9.11.10.3. Copies of all registers

9.11.10.4. Occurrence Book

9.11.10.5. CV of Project Manager

9.11.10.6. Copies of Contracts of security officers

9.12. The successful Bidder must appoint one (1) Project Manager per Cluster in possession of at least Grade B to supervise operations of Security Officers on site/s within sixty (60) days of commencement of the tender.

9.13. The successful Bidders must submit proof of refresher training done for Security Officers within ninety (90) days after the award of the bid.

9.14. The successful Bidders must submit Security Officers local police clearance certificates within ninety (90) days after the commencement of the Tender.

9.15. Security Officers must have the following equipment:

9.15.1. Pepper Spray, functional hand cuffs with keys and baton stick one per Security Officer.

9.15.2. Two (2) functional flashlights per Community Health Centre (CHC) twenty-four (24) hour clinics and four (4) in Hospitals, Colleges and Administrative Offices.

9.15.3. Two (2) hand-held metal detectors per CHC/24-hour clinics and four (4) in hospitals, colleges and administrative offices.

9.15.4. One black and one red pen.

9.15.5. A functional two-way radio and/or company mobile phone with airtime.

9.15.6. One note-book per Security Officer.

9.15.7. Occurrence Book (OB)

9.15.8. Full uniform including raincoat, safety boots and winter uniform.

9.16 Install electronic monitoring systems for Hospitals, Community Health Centres, Colleges, and Pharmaceutical, nursing colleges, EMRS and administration offices.

9.17 The following will be implemented by the bidder on the commencement of the tender:

9.17.1 The Department shall provide the successful bidder with electronic templates which the successful bidder shall reproduce at its cost:

9.17.1.1 Firearm Register (Code NW 001)

9.17.1.2 Visitors Register (Code NW 002)

9.17.1.3 Vehicle Control Register, for private and government vehicles (Code NW 003)

9.17.1.4 Personnel After-Hours Register (not Applicable for 24-hour sites) (Code NW 004)

9.17.1.5 Register for Deliveries (Code NW 005)

9.17.1.6 Department Personnel Register (Code NW 006)

9.17.1.7 Laptop Movement Register (Code NW 007)

9.17.1.8 Removal of Assets Out of the Building Register (Code NW 008)

9.17.1.9 Patrol Schedule Register for Clinics (Code NW 009)

9.17.1.10 New-born Baby Register (Code NW 0010)

9.18 The signed employment contract for security guards must be submitted to the Department within thirty (30) days from the commencement of the tender for monitoring compliance with labour laws by the Department.

9.19 Bidders to submit the following documents upon appointment

9.19.1 Valid proof of Provident fund in the name of the Company upon appointment

9.19.2 Certified copy of valid UIF registration - The successful bidder will be required to comply with the UIF requirements

9.19.3 Certified copy of valid letter of good standing with Workman Compensation Fund - The successful bidder will be required to comply with the requirements of Occupational Health and Safety Act, 85 of 1993.

9.20 Thirty (30) days after commencement of the contract, verification of the membership to a provident funding and shall be done every six (6) months, indicating the following:

9.20.1 Total number of members registered to the fund.

9.20.2 Name list of all members registered to the fund.

9.20.3 Contribution amount of the fund.

NB: FAILURE TO COMPLY WITH POST AWARD REQUIREMENTS MAY LEAD TO IMMEDIATE TERMINATION OF THE CONTRACT.

10. ENQUIRIES

Technical Enquiries: Name : **Mr. Luvuyo Mtsabe**
Cell: 079 562 9637

Ms. T Mothibi
Cell: 072 445 6257

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ANNEXURE A (PRICING SCHEDULE)

Cluster 1: Matlosana									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Botshabelo CHC	5	5							
2. Jouberton CHC (Old)	2	2							
3. Jouberton CHC (New)	15	15							
4. New Jourberton Nurses Home	2	2							
5. Tigane CHC	5	5							
6. Grace Mokhomo Clinic	5	5							
7. Alabama Clinic	2	2							
8. Kanana Clinic	3	3							
9. Khuma Clinic	2	2							
10. Delekile Khoza Clinic	2	2							
11. Empilizweni Clinic	2	2							
12. Gateway NM Pretorius Clinic	2	2							
13. Orkney Town Clinic	2	2							
14. Park Street Clinic	2	2							
15. Stilfontein Clinic	2	2							
16. Tsholofelo Clinic	2	2							
17. Majara Sephapo Clinic	2	3							
18. Marcus Zenzile Clinic	2	2							
19. Matlosana Sub-district Office	2	2							
20. Matlosana EMS Station	2	2							
21. Roman Buzile Nzima Clinic (RB)	2	2							
22. Klerksdorp hospital	19	19							
23. Tshepong hospital	18	18							
24. Provincial laundry Tshepong	2	2							
25. Klerksdorp forensic mortuary	2	2							
26. Westvaal hospital	10	10							
27. EMRS Nursing college	6	12							
28. Excelsius Nursing College	15	15							
29. Orkney EMRS College	2	2							
Total cost for service per month for cluster									

Cluster 1: Matlosana								
Security Officer deployment costs (Grade C)								
Facility	No of Sec Officers		Cost per month					
	D	N	Day shift			Night		
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 2 : Tlokwe & Ventersdorp									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. JB Marks CHC	5	5							
2. Ventersdorp CHC	5	5							
3. Ventersdorp Bulk Pharmacy (Newly built)	3	3							
4. Promosa CHC	5	5							
5. Boiki Tlhap Clinic	5	5							
6. JB Marks Sub District Office	2	2							
7. Lesego Clinic	2	2							
8. Mohadin Clinic	2	2							
9. Steve Tshwete Clinic	2	2							
10. Top City Clinic	2	2							
11. EMS Ventersdorp	2	2							
12. Tlokwe Sub-District Office	2	2							
13. Mogopa Clinic	2	2							
14. Khotso Clinic	2	2							
15. Goedgevonden	2	2							
16. Welgevonden Clinic	2	2							
17. Potchefstroom Clinic	2	2							
18. Boskop Clinic	2	2							
19. Boikhutsong Park Home	2	2							
20. Matlwang Park Home	2	2							
21. Klipdrift Health Post	2	2							
22. Boikhutso Park Home	2	2							
23. Potchefstroom Forensic Mortuary	2	2							
24. Potchefstroom hospital	16	16							
25. Witrand hospital	20	20							
Total cost for service per month for cluster									
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1								

Cluster 03 : Madibeng									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Bapong CHC	7	7							
2. Broederstroom Clinic	2	2							
3. Hebron Clinic	2	2							
4. Ikhutseng (Klipgat) Clinic	3	3							
5. Maboloka Clinic	2	2							
6. Mothutlung Clinic	2	2							
7. Majakaneng Clinic	2	2							
8. Wonderkop Clinic	2	2							
9. Oukasie Clinic	3	3							
10. Damonsville Clinic	2	2							
11. Madibeng Sub District Office	2	2							
12. Madibeng EMRS station	2	2							
13. Fafung Clinic	2	2							
14. Modderspruit Clinic	2	2							
15. Rabokala Clinic	2	2							
16. Segwaelane Clinic	2	2							
17. Sonop Clinic	2	2							
18. Madidi Clinic	2	2							
19. Moiletsoane Clinic	2	2							
20. Jericho Clinic	2	2							
21. Kgabalatsane Clinic	2	2							
22. Hoekfontein Clinic	2	2							
23. Hartbeespoort Clinic	2	2							
24. Jerico Youth Centre	2	2							
25. Kwaaidikraal Clinic	2	2							
26. Forensic Mortuary	2	2							
27. Madibeng Forensic Services	3	3							

Cluster 03 : Madibeng								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
28. Lebotlwane Nurses Home	2	2						
29. Madiben Clinic	2	2						
30. Letlhabile CHC	5	5						
31. Brits hospital	20	20						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 4: Naledi, Mamusa and Lekwa Teemane									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Mamusa CHC	4	5							
2. Bloemhof CHC	3	3							
3. Stella CHC	3	4							
4. Huhudi CHC	6	6							
5. Extension 25 Huhudi New	2	2							
6. Dr. RSM District Office	2	2							
7. Ipelegeng Clinic	2	2							
8. Utlwanang Clinic	2	2							
9. Utlwanang Clinic New	2	2							
10. Boitumelong Clinic	3	3							
11. LekwaTemane Sub District Office	2	2							
12. Mamusa Sub District Office	2	2							
13. Glaudina Clinic	2	2							
14. Amalia Clinic	2	2							
15. Sweizer Reneke Town Clinic	2	2							
16. Sharon Youth Centre	2	2							
17. Coverdale Clinic	2	2							
18. High Transmission Area (HTA)	2	2							
19. Naledi Sub District	4	4							
20. Colridge Clinic	2	2							
21. Christiana Town Clinic	2	2							
22. Christiana Hospital	5	5							
23. Geluksoord Clinic	2	2							
24. Gateway Clinic	2	2							
25. Schweizer- Reneke Hospital	5	5							

Cluster 4: Naledi, Mamusa and Lekwa Teemane									
Security Officer deployment costs (Grade C)									
Facility	**No of Sec Officers**		**Cost per month**						
	D	**N**	**Day shift**			**Night**			
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
26. Joe Morolong Memorial hospital	20	20						
Total cost for service per month for cluster									
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1								

Cluster 5: Ditsobotla & Tswaing									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Coligny CHC	3	3							
2. Itsoseng CHC	5	5							
3. Bodibe New Clinic	2	3							
4. Blydeville New Clinic	4	4							
5. Tlhabologang Clinic	2	2							
6. Boikhutso Clinic	3	3							
7. Lichtenburg Forensic	2	2							
8. Bakerville Clinic	2	2							
9. Ga-Motlatla Clinic	2	2							
10. Blydeville Old Clinic	2	2							
11. Holcim Clinic	2	2							
12. Bodibe Old Clinic	2	2							
13. Carlisonia Health Post	2	2							
14. Boitshoko Clinic	2	2							
15. Itekeng Clinic	2	2							
16. Itsoseng Clinic	2	2							
17. Matile Clinic	2	2							
18. Lesego Clinic	2	2							
19. Lichtenburg Town Clinic	2	2							
20. Itsoseng Youth Centre	2	2							
21. Ditsobotla Sub District Office	2	2							
22. Ratlou Sub District Office	2	2							
23. Poly Clinic Itsoseng	2	2							
24. Boikhutso clinic	2	2							
25. General De La Rey	8	8							

Cluster 5: Ditsobotla & Tswaing									
Security Officer deployment costs (Grade C)									
Facility	**No of Sec Officers**		**Cost per month**						
	D	**N**	**Day shift**			**Night**			
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
26. Agisanang Clinic (Sannieshoff)	2	2						
27. Vriesgewaacht Clinic	2	2						
28. Ganalaagte Clinic	2	2						
29. Matloding Park Home	2	2						
30. Letsopa Clinic	2	2						
31. Sannieshoff Youth Centre	2	2						
32. Tswaing Sub District Office	2	2						
33. Deelpan Park Home	2	2						
34. Kopela Park Home	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 6 : Mahikeng B									
Security Officer deployment costs (Grade C)									
Facility	**No of Sec Officers**		**Cost per month**						
	D	**N**	**Day shift**			**Night**			
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Tsetse Clinic	2	2						
2. Matlhonyane Clinic	2	2						
3. Matshepe Clinic	2	2						
4. Miga Clinic	2	2						
5. Mocoseng Clinic	2	2						
6. Modimola Clinic	2	2						
7. Mogosane Clinic	2	2						
8. Motlhabeng Clinic	2	2						
9. Rapulana Clinic (Lotlhakane)	2	2						
10. Tlapeng Clinic	2	2						
11. Setlopo Clinic	2	2						
12. Rapulana Clinic	2	2						
13. Mafikeng Provincial hospital	20	20						
14. Mafikeng Hospital gateway Clinic	2	2						
15. Gelukspan hospital	10	10						
16. Bophelong psychiatric hospital (old)	10	10						
17. Bophelong Psychiatric hospital (new)	12	12						
18. Gelukspan gateway clinic	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 7 : Ramotshere Moiloa									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Borakalalo CHC	3	3							
2. Dinokana- CHC	3	3							
3. Moshana CHC	3	3							
4. Borakalalo Youth Centre	2	2							
5. Gopane- Clinic	2	2							
6. Khunotswane -Clinic	2	2							
7. Tswelelopele- Clinic	2	2							
8. Ramotshere Moiloa Sub District Office	2	2							
9. Lekubu Clinic (Braklaagte)	2	2							
10. Lekgopung Clinic	2	2							
11. Suping Stad Clinic	2	2							
12. Moshana CHC	3	3							
13. Dinokana Clinic	2	2							
14. Driefontein Clinic	2	2							
15. Groot Marico Clinic	2	2							
16. Lehurutshe Clinic	2	2							
17. Lobatla Clinic	2	2							
18. Mmasebudule Clinic	2	2							
19. Mokgola Clinic	2	2							
20. Swartkopfontein Clinic	2	2							
21. Rietpan Clinic	2	2							
22. Motswedi Clinic	2	2							
23. Ntsweletsoku Clinic	2	2							
24. Pachsdraai Clinic	2	2							
25. EMS Station Zeerust	2	2							
26. Zeerust Youth Centre	2	2							
27. Zeerust Clinic	2	2							
28. Mosweu Clinic	2	2							
29. Zeerust hospital	6	6							
30. Lehurutshe hospital	7	7							
Total cost for service per month for cluster									

Cluster 7 : Ramotshere Moiloa								
Security Officer deployment costs (Grade C)								
Facility	No of Sec Officers		Cost per month					
	D	N	Day shift			Night		
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 8 : Moses Kotane A									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Mogwase CHC	5	5							
2. Mabeskraal CHC	4	4							
3. Ramokoka Stad Clinic	2	2							
4. Sandfontein Clinic	2	2							
5. Moruleng Clinic	2	2							
6. Kraalhoek Clinic	2	2							
7. Bakubung Clinic (Ledig)	2	2							
8. Modderkuil (Manamakgotheng) Clinic	2	2							
9. Legkraal Clinic	2	2							
10. Lesetlheng Clinic	2	2							
11. Mononono Clinic	2	2							
12. Ipopeng Clinic (Mantserre)	2	2							
13. Lenchwe Clinic (Mokgalwaneng)	2	2							
14. Neo Clinic (Disake)	2	2							
15. Boikanyo Clinic (Magong)	2	2							
16. Bapong Clinic	2	2							
17. Motlhabe Clinic	2	2							
18. Tweelagte Clinic	2	2							
19. Witrantjies Clinic	2	2							
20. Phalane Clinic	2	2							
21. Molorwe Clinic	2	2							
22. Vlakplaas Clinic	2	2							
23. Sefikile Clinic	2	2							
24. Seolong Clinic	2	2							
25. Baleema Clinic	2	2							
26. Moses Kotane Sub District Office	2	2							
27. Moses Kotane hospital	15	15							
Total cost for service per month for cluster									
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1								

Cluster 9: Moretele									
Security Officer deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Mathibestad CHC	5	5							
2. Bosplaas Clinic	2	2							
3. Dikebu Clinic	2	2							
4. Mathibestad Clinic	2	2							
5. Moretele Clinic	2	2							
6. Ngobi Clinic	2	2							
7. Ratjiepan Clinic	2	2							
8. Rugtesloot Clinc	2	2							
9. Tladistad Clinic	2	2							
10. Cyferskuil (Kutlwanong) Clinic	3	3							
11. Maubane Clinic	2	2							
12. Makapaanstad Clinic	2	2							
13. Moretele Sub District Office	5	5							
14. Rekopantswe (Swartdam)	2	2							
15. Dertig (Leseding) Clinic	2	2							
16. Mpho – ya –Batho (Kromkuil) Clinic	2	2							
17. Maukanyane Clinic	2	2							
18. Ga-Habedi Clinic	2	2							
19. Ga-Motla Clinic	2	2							
20. Kgomo-Kgomo Clinic	2	2							
21. Lebotlwane Clinic	2	2							
22. Lebotlwane Nurses Home	2	2							
23. Lefatlheng Clinic	2	2							
24. Mogogelo Clinic	2	2							
25. Thulwe Clinic	2	2							
26. Makapaanstad Mortuary	2	2							
27. EMS Moretele	2	2							
28. Refentse Clinic (Mmakgabetlwane)	2	2							
Total cost for service per month for cluster									

Cluster 9: Moretele								
Security Officer deployment costs (Grade C)								
Facility	No of Sec Officers		Cost per month					
	D	N	Day shift			Night		
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 10 : Rustenburg								
Security Officer deployment costs (Grade C)								
Facility	No of Sec Officers		Cost per month					
	D	N	Day shift			Night shift		
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc
1. Boitekong Mental	4	4						
2. Marikana Clinic	4	4						
3. Freedom Park Clinic	4	4						
4. Boitekong Clinic	4	2						
5. Thekwane Clinic	3	2						
6. Karlien Park Clinic	3	2						
7. Bethani Clinic	3	3						
8. Seraleng Clinic	3	2						
9. Bojanala District Office	2	2						
10. Bafokeng CHC	2	2						
11. Chaneng Clinic	2	3						
12. Boitekong CHC	2	4						
13. Monakato Clinic	2	2						
14. Tlaseng Clinic	2	2						
15. Sunrise Park Clinic	2	2						
16. Mathopestad Clinic	2	2						
17. Hartbeesfontein Clinic	2	2						
18. Luka Clinic	2	2						
19. Anna Legoale Clinic	2	2						
20. Makolokwe Clinic	2	2						
21. Mfidikwe Clinic	2	2						
22. Phatsima Clinic	2	2						
23. Rankelenyane Clinic	2	2						
24. Kanana Clinic	2	2						
25. Ikemeleng Clinic (Kroondal)	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 11: Ratlou								
Security Officer deployment costs (Grade C)								
Facility	No of Sec Officers		Cost per month					
	D	N	Day shift			Night		
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc
1. Ratlou CHC	3	3						
2. Atamelang CHC	3	3						
3. Delareyville CHC	3	3						
4. Sannieshof CHC	3	3						
5. Ottosdal CHC	3	5						
6. Loporung Clinic	2	2						
7. Madibogo Pan Clinic	2	2						
8. Matloding Clinic	2	2						
9. Makgobistad Clinic	2	2						
10. Setlagole Clinic	2	2						
11. Mareetsane Clinic	2	2						
12. Khunwana Clinic	2	2						
13. Disaneng Clinic	2	2						
14. Kraaipan Clinic	2	2						
15. Kraaipan Youth Centre	2	2						
16. Logageng Clinic	2	2						
17. Mabule Clinic	2	2						
18. Masamane Clinic	2	2						
19. Setlhwatlhwe Health Post	2	2						
20. Mayaeyane Clinic	2	2						
21. Ramabesa Health Post	2	2						
22. Mofufutso Clinic	2	2						
23. Lesego Park Home	2	2						
24. Moshawane Clinic	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 12 : Moses Kotane B								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Pella CHC	4	4						
2. Sesobe CHC	3	3						
3. Silverkraans Clinic	3	3						
4. Koedoesrand Clinic	2	2						
5. Koffiekraal Clinic	2	2						
6. Brakkuil Clinic	2	2						
7. Madikwe Clinic	3	3						
8. Rietfontein Clinic (Mabalstad)	2	2						
9. Siga Clinic	2	2						
10. Uitkyk Clinic	2	2						
11. Vrede Clinic	2	2						
12. Letlhakeng Clinic	2	2						
13. Elandskuil (Mantsho)	2	2						
14. Khayakhulu Clinic	2	2						
15. Molatedi Clinic	2	2						
16. Rampampaspoort Clinic	2	2						
17. Dwarsberg Clinic (Dinokaneng)	2	2						
18. Obakeng Clinic	2	2						
19. Montsana Clinic	2	2						
20. David Katnagel Clinic	2	2						
21. Mankaipa Clinic	2	2						
22. Pitsedisulejang Clinic	2	2						
23. Welverdient Clinic	2	2						
24. Welgeval Clinic	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 13: Greater Taung A									
Security Officer Deployment costs (Grade C)									
Facility	**No of Sec Officers**		**Cost per month**						
	D	**N**	**Day shift**			**Night**			
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Greater Taung Sub District Office	2	2						
2. Tweeligspan (Matsheng) Clinic	4	4						
3. Dry Harts Clinic	2	2						
4. Khudutlou Clinic	2	2						
5. Kokomeng Clinic	2	2						
6. Tlapeng Clinic	2	2						
7. Pitsong Clinic	2	2						
8. Maganeng-Clinic	2	2						
9. Matlapaneng Clinic	2	2						
10. Mogopela Clinic	2	2						
11. Molelema Clinic	2	2						
12. Mothanthanyaneng Clinic	2	2						
13. Taung Gateway Clinic	2	2						
14. Cokonyane Clinic	2	2						
15. Tshedimosetso Youth Centre	2	2						
16. Ikotlhaeng Mahura Clinic	2	2						
17. Taung Hospital	12	12						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 14: Greater Taung B									
Security Officer Deployment costs (Grade C)									
Facility	No of Sec Officers		Cost per month						
	D	N	Day shift			Night			
			VAT excl	VAT	VAT Inc	VAT excl	VAT	VAT Inc	
1. Reivilo CHC	4	4							
2. Manthe CHC	4	4							
3. Pudumong CHC	5	5							
4. Sekhing CHC	5	5							
5. Magogong Clinic	4	4							
6. Kgomotso Clinic	2	2							
7. Leshobo Clinic	2	2							
8. Taung Station- Clinic	2	2							
9. Madipelesa Clinic	2	2							
10. Majeakgoro Lower -Clinic	2	2							
11. Majeakgoro Upper Clinic	2	2							
12. Maphoitsile Clinic	2	2							
13. Mmamutla Clinic	2	2							
14. Mocweding Clinic	2	2							
15. Mokgareng Clinic	2	2							
16. Buxton Clinic	2	2							
Total cost for service per month for cluster									
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1								

Cluster 15: Head Office								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Mmabatho Nursing College	14	10						
2. Mmabatho Medical stores	10	10						
3. Provincial Office	12	6						
4. EMRS Station Mafikeng	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 16: Maquassi-Hills								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Nick Bodenstein Hospital	6	6						
2. Maquassi Hills Sub District Office	2	2						
3. Kgakala Clinic	2	2						
4. Tswelelang 1 Clinic	2	2						
5. Tshwelelang II CHC	5	5						
6. Makwassie Town Clinic	2	2						
7. Bophelo (Rualaganyang) clinic	2	2						
8. Wolmaranstad town clinic	2	2						
9. Leeudoringstad CHC	5	5						
10. Segametsi Mogaetsho clinic	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 17: Kagisano Molopo B								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Tlakgameng CHC	3	3						
2. Kgokgojane Clinic	2	2						
3. Kokoana Clinic	2	2						
4. Ganyesa Youth Centre	2	2						
5. Setabeng Clinic	2	2						
6. Tseoge Clinic	2	2						
7. Ganyesa District Hospital	8	8						
8. Bona-Bona Clinic	2	2						
9. Eckron Clinic (Madinonyane)	2	2						
10. Morokwaneng Clinic	2	2						
11. Southey Health Post	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 18: Mahikeng A								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Montshioa Stad CHC	3	3						
2. Montshioa Town CHC	3	3						
3. Ramatlabama CHC	3	3						
4. Lekoko CHC	3	3						
5. Unit 9 CHC	3	4						
6. Weltevrede Clinic	2	2						
7. Danville Clinic	2	2						
8. Dithakong Clinic	2	2						
9. Tshunyane Clinic	2	2						
10. Lokaleng Clinic	2	2						
11. Lonely Park Clinic	2	2						
12. Madibe- a- Makgabane Clinic	2	2						
13. Magogwe Clinic	2	2						
14. Makouspan Clinic	2	2						
15. Maropeng Clinic (Ottoshoop)	2	2						
16. Masutlhe 1 Clinic	2	2						
17. Masutlhe 2 Clinic	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 19: Kagisano Molopo A								
Security Officer deployment costs (Grade C)								
Facility	**No of Sec Officers**		**Cost per month**					
	D	**N**	**Day shift**			**Night**		
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Ganyesa CHC/Sub District	4	4						
2. Morokweng CHC	4	4						
3. Piet Plessis CHC	2	2						
4. Bray CHC	2	2						
5. Austrey Clinic	2	2						
6. Kgokgole Clinic	2	2						
7. Tlapeng Clinic	2	2						
8. Kudunkgwane Clinic	2	2						
9. Phaposane Clinic	2	2						
10. Moswana Clinic	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

Cluster 20 : Kgetleng									
Security Officer deployment costs (Grade C)									
Facility	**No of Sec Officers**		**Cost per month**						
	D	**N**	**Day shift**			**Night shift**			
			VAT excl	**VAT**	**VAT Inc**	**VAT excl**	**VAT**	**VAT Inc**
1. Swartruggens CHC	5	5						
2. Sub District Kgetleng	6	6						
3. Koster Hospital	5	5						
4. EMRS Kgetleng and Regional Training Centre	3	3						
5. Reagile Clinic	2	2						
6. Derby Clinic (Health Post)	2	2						
Total cost for service per month for cluster								
Armed response units (1 vehicle and 2 armed guards per unit deployed 24hrs in the cluster, price night and days shift)	1							

ANNEXURE B: PENALTIES AND OFFENCES

No. Description	Register Code Number	Scores		Number of Guards not complying	Penalty	Guards Signature
1. Area of Inspection		**0**	**1**			
a. Name of Facility :						
b. Name of guards Contractor :						
c. Number of Guard per shift :						
2. Requirements for Guard						
a. Guards not registered with PSIRA, or certificate not renewed					**R10 000**	
b. Guards not wearing PSIRA cards/ or company card?					**R150 per day**	
c. In hospitals, guard must be stationed at their designated posts and completing the necessary registers at: Entrance, Maternity, PAEDS, Psychiatric unit and Casualty.					**R150 per day**	
d. Wearing proper contractor uniform?					**R2 500 per day**	
e. Area Supervisor not visiting the site in 48 hours.					**R5000 per 48 hrs**	
f. Unlawful closing of gates denying public access to health facility by Guards					**R5000 Per day**	
3. Security Officers on duty have the following basic equipment's						
a. Two functional hand-held metal detectors, in case there are more than one (guard)					**R250 per day**	
b. Functional Two-Way Radios/ and/or Contractor cell **phone (*in case where there are more than one* (guard)**					**R250 per day**	
c. Are handcuffs with keys on guard					**R250 per day**	
d. Baton sticks on guard					**R250 per day**	
e. Stationary (Pocket book and pen) on guard					**R250 per day**	
f. Functional torches					**R250 per day**	
4. The following registers are available and completed in full						
a. Occurrence Book	**OB**				**R250 per day**	
b. Firearm Register	**NW 001**				**R250 per day**	
c. Visitors register	**NW002**				**R250 per day**	
5. The following registers are available & completed in full						
a. Vehicle control register, for private and government	**NW003**				**R250 per day**	
b. Personnel After-hour Register **(Not Applicable for 24 Hours sites)**	**NW004**				**R250 per day**	
c. Register for deliveries	**NW005**				**R250 per day**	
d. Client Personnel Register **(personnel not yet in possession of an access permit Head Office only)**	**NW006**				**R250 per day**	
e. Laptot movement register	**NW007**				**R250 per day**	
f. Register for the removal of goods or equipment out of the building	**NW008**				**R250 per day**	

g. Patrol schedule register/Patrol Plan **(Only for site without Mag-touch)**	**NW009**				**R250 per day**	
h. New born baby register	**NW0010**				**R250 per day**	
6. Occurrence Book (OB)						
a. Are patrols' feedback properly entered in the OB.					**R 200**	
b. Guards sign in the OB when they resume shift.					**R 2500**	
Grand total						

Client Inspector:			
.....	.....	.....	.....
Full name/ Surname	**PSIRA NUMBER**	**Signature**	**Date**
Contractor`s Guard on duty			
.....	.....	.....	.....
Full name/ Surname	**PSIRA NUMBER**	**Signature**	**Date**

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ANNEXURE C

NORTH WEST DEPARTMENT OF HEALTH

BIDDER CONSENT AND AUTHORISATION FORM FOR THE VERIFICATION OF INFORMATION

Bid Number: _____

Bid Description: _____

Name of Bidder / Legal Entity:

_____

Company Registration Number:

_____

CSD Supplier Number: _____

Physical Address: _____

_____

Name of Authorised Representative:

_____

Designation: _____

Contact Number: _____

Email Address: _____

1. PURPOSE OF CONSENT

I/We, the undersigned, being the duly authorised representative(s) of the bidder identified above, hereby give consent and authorisation to the North West Department of Health ("the Department") to verify, validate and authenticate any information, documentation, declarations, credentials or representations submitted by the bidder in connection with the above-mentioned bid.

This consent is granted to enable the Department to determine the bidder's eligibility, responsiveness, compliance with the bid requirements and, where applicable, suitability for contract award and performance.

2. SCOPE OF AUTHORISATION

The bidder authorises the Department, or persons lawfully authorised by the Department, to verify information submitted in the bid document, including, but not limited to, the following:

1. **Business registration and legal status:** Company registration details, directors, members, ownership and other information held by the Companies and Intellectual Property Commission (CIPC) or other relevant authorities.
2. **Tax compliance:** Tax compliance status and related information, subject to applicable South African Revenue Service (SARS) requirements and authorisation procedures.
3. **Central Supplier Database (CSD):** Supplier registration, banking details, tax status, ownership information and other relevant supplier particulars.
4. **Banking and financial information:** Confirmation of banking details, financial standing and financial information relevant to the bid, subject to applicable law and any additional authorisation required by the relevant institution.
5. **Qualifications and professional registrations:** Academic qualifications, professional licences, registrations, accreditations and certificates issued by recognised institutions or professional bodies.
6. **Experience and references:** Previous contracts, project experience, performance records, client references and confirmation of services rendered.

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7. **Technical capacity:** Equipment, facilities, personnel, resources, technical capabilities and other capacity-related information declared in the bid.
8. **Statutory and regulatory compliance:** Permits, certificates, insurance policies, industry registrations and other documents required by the bid or applicable legislation.
9. **Declarations and eligibility:** Information relating to conflicts of interest, restrictions on doing business with the state, tender-related declarations and other applicable eligibility requirements.
10. **Any other information:** Any other information or supporting documentation submitted by the bidder that is reasonably necessary to verify compliance with the bid conditions and applicable legislation.

3. AUTHORISATION TO CONTACT THIRD PARTIES

I/We authorise the Department, where reasonably necessary and legally permissible, to contact relevant institutions, government departments, regulatory bodies, professional organisations, financial institutions, previous clients, referees, insurers, employers or other appropriate third parties for the purpose of verifying information submitted by the bidder.

I/We further authorise such third parties to confirm or disclose relevant information to the Department to the extent permitted by applicable law and subject to any additional consent, mandate or verification procedure required by the relevant third party.

4. ACCURACY AND AUTHENTICITY OF INFORMATION

4.1. All information and documentation submitted in the bid are, to the best of my/our knowledge, true, accurate, complete and authentic.

4.2. The bidder understands that the Department may request further information, supporting documents or clarification where reasonably necessary to verify a submission, subject to the applicable bid conditions and procurement rules.

4.3. The submission of false, misleading, incomplete or fraudulent information, or the submission of forged or altered documentation, may result in consequences permitted by the bid conditions and applicable law, including disqualification where legally justified, termination of a contract where applicable, and referral to the relevant authorities.

4.4. This consent does not prevent the bidder from exercising any rights available under applicable law.

5. PROTECTION OF PERSONAL INFORMATION

I/We acknowledge that the Department will process personal information obtained through the bid and verification process in accordance with applicable legislation, including the Protection of Personal Information Act 4 of 2013 (POPIA), where applicable.

The Department shall take reasonable steps to ensure that personal information is processed for lawful procurement-related purposes, is relevant and not excessive for those purposes, and is accessed and safeguarded appropriately.

The bidder acknowledges that the Department may retain and use relevant verification records for lawful procurement, audit, compliance, investigation and contract-management purposes, subject to applicable legal requirements.

This consent does not override any legal restrictions on the collection, use, disclosure or retention of information.

6. VALIDITY OF CONSENT

This authorisation applies to the verification of information submitted in relation to the bid identified above, including verification during bid evaluation and adjudication and, where applicable, before contract award and during contract implementation.

Any further verification or processing shall remain subject to the scope of this consent, the applicable bid conditions and relevant legislation.

7. DECLARATION AND CONSENT

I/We confirm that I/we have the authority to sign this form on behalf of the bidder and that the information provided above is correct.

I/We voluntarily consent to the verification of the information and documentation submitted by the bidder, as described in this form, for the purposes stated herein.

I/We understand that this consent is intended to support a fair, transparent and accountable procurement process and does not authorise verification or disclosure prohibited by law.

Signed at: _____

On this _____ day of _____ 20_____

Name of Authorised Signatory:

_____

Designation: _____

Signature: _____

For and on behalf of the bidder:

_____

Company stamp, where applicable: _____

_____

8. WITNESS

Name: _____

Signature: _____

Date: _____

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**NWDOH 08/2026**	CLOSING DATE:	**14 DECEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**RE-ADVERT: RENDERING OF PHYSICAL SECURITY SERVICES FOR THE NORTH WEST DEPARTMENT OF HEALTH NWDOH FOR A PERIOD OF FOUR (04) YEARS**				

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

DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR, NEW OFFICE PARK BUILDING, 3801 CORNER FIRST STREET AND SEKAME, MMABATHO (BEHIND THE CROSSING MALL)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms D Mocwane/ Ms T Matshoba**	CONTACT PERSON	**Mr Mtsabe/ T Mothibi**
TELEPHONE NUMBER	**066 186 2845/066 081 6386**	TELEPHONE NUMBER	**073 603 7005/076 667 6958**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	dmocwane@nwpg.gov.za tmatshoba@nwpg.gov.za	E-MAIL ADDRESS	lmtsabe@nwpg.gov.za tmothibi@nwpg.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE 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. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS 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 (PURCHASES)

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 ** (ALL APPLICABLE TAXES INCLUDED)

- 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

1. 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.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	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%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

4. 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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. 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=		

2. 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

SIGNATURE OF BIDDER:.....

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

DATE:.....

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 interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

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

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 consortium2 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

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2 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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum o90 points is allocated for price on the following basis:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

Specific Goals	**Procurement Transaction Preference Points allocated out of 10**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**
B-BBEE Status level of Contributor	**5**	
1	5	
2	4	
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0	
Enterprises located in a specific province for work to be done or services to be rendered in that area (Mandatory)	**2**	
Residing within the North West Province	2	
Residing outside the North West Province	0	
Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	**3**	
• Enterprises 51% owned by black women. • Enterprises 51% owned by people with disability • Enterprises 51% owned by black youth. • Enterprises 51% owned by military veterans • Registered Cooperatives within the North West department of Health database	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation

Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

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