



health

Department:
Health
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



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SUPPLY CHAIN MANAGEMENT

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NWDOH 22/2026: SERVICE, REPAIRS AND MAINTENANCE OF HVAC EQUIPMENT AT VARIOUS HEALTH CLINICS, COMMUNITY HEALTH CENTRE'S (CHC), NURSING COLLEGES, MORTUARIES AND HOSPITALS SITUATED IN NORTH WEST PROVINCE FOR A PERIOD OF (48) FORTY-EIGHT MONTHS (PHASE3): CIDB GRADING 7ME OR HIGHER

Open bids are hereby invited for service, repairs and maintenance of HVAC equipment at various health clinics, Community Health Centre's (CHC), Nursing Colleges, Mortuaries and Hospitals situated in North West Province for a period of (48) forty-eight months (phase3): CIDB grading 7ME or higher.

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 22/2026
Company Name :
Closing date : 05 NOVEMBER 2026
Closing time : 11H00

Technical enquiries: Mr President Nhlabatsi: 073 603 7005/ 076 667 6958

pnhlabatsi@nwpg.gov.za

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 Ngakantsi 066 293 9911 12 dngakantsi@nwpg.gov.za

TECHNICAL ENQUIRIES:

- Mr President Nhlabatsi 073 603 7005/ 076 667 6958
pnhlabatsi@nwpg.gov.za

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 120 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.**
- (b) Copies of Identity Documents of the Directors / Main Shareholders of the company.
- (c) Copy of Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder
- (d) **Bidders are requested to download the tender document from the E-tender website: www.etenders.gov.za at no cost.**

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 valid B-BBEE Status level Verification Certificate or copies thereof, 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-BBEE 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 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-BBEE 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-BBEE 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.

18.1 Verification agencies accredited by SANAS

- 18.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 18.1.2 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
- 18.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 18.1.4 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

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

- 19.1. 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
- 19.2 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)
- 19.3 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.
- 19.4 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
- 19.5 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

20. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS:

Phase 1: Administrative Compliance

Phase 2: Bidder Requirements

Phase 3: Functionality

Phase 4: 80/20 Preference Point System

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

20 = Preferential points (Points will be allocated according to the below table)

Specific Goals	Procurement Transaction Preference Points allocated out of 20
B-BBEE Status level of Contributor	10
1	10
2	9
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)	4
Residing within the Local Municipality where the service is required.	4
Residing within the District where the service is required.	3
Residing outside district within the 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)	6
- 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	6

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: 20261005

COMPLIANCE CHECKLIST

NB. THE BIDDERS MUST COMPLETE THE CHECKLIST 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 <u>AND</u> 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 3.1- Firm Price	
3.3	Availability of signed and fully completed SBD 4- Declaration of Interest. 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	
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 copies, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months. 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-BBEE 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 a 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	Copy of a valid 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 : NWDOH22/2026 Company Name : Closing date : 05 NOVEMBER 2026 Closing time : 11H00	
13	Address and contact details:	

SIGNATURE BY BIDDER:

DATE:



First Floor, Health
New Office Park
Private Bag X 2068
MMABATHO

**DEPARTMENTAL BID ADJUDICATION
COMMITTEE**

Enq: Ms G. Setshedi
Tel: +27 (18) 391 4374/4514
Email: Gmalwane@nwp.gov.za
www.health.nwpg.gov.za

1. NAME OF BID

SERVICE, REPAIRS AND MAINTENANCE OF HVAC EQUIPMENT AT VARIOUS HEALTH CLINICS, COMMUNITY HEALTH CENTRE'S (CHC), NURSING COLLEGES, MORTUARIES AND HOSPITALS SITUATED IN NORTH WEST PROVINCE FOR A PERIOD OF (48) FORTY-EIGHT MONTHS (PHASE3): CIDB GRADING 7ME OR HIGHER

1. PURPOSE

To invite open bids for Service, repairs and maintenance of HVAC equipment at Various Health Clinics, Community Health Centre's (CHC), Nursing Colleges, Mortuaries and Hospitals situated in the North West Province for a period of forty eight months (Phase 3).

2. BACKGROUND INFORMATION

The North West Department of Health is seeking the services of experienced service providers to service, repair and maintain HVAC equipment within various health facilities in the four (4) Districts (Ngaka Modiri Molema, Dr. Kenneth Kaunda District, Dr. Ruth Segomotsi and Bojanala Districts), North West Province.

It is critical that all existing HVAC systems are serviced and maintained on a regular basis and that response times for breakdown repairs is prompt thus ensuring that the HVAC equipment's are at all times available and operational. In addition, they have to comply with the Occupational Health and Safety (OHS) requirements as laid down by the Department of Labour.

3. EXPECTED DELIVERABLES AND OUTCOMES

3.1 Expected Deliverables

- a. Ensure the facility operations continue to function with minimum interruption.
- b. Ensure project is delivered with highest quality, within time frame and budget.
- c. Ensure adherence to OHS compliance
- d. Ensure adherence to CIDB guidelines
- e. Ensure compliance Framework for Infrastructure Delivery and Procurement Management (FIDPM) in line with the Public Finance Management Act (PFMA)

3.2 Expected Outcomes.

- a. All health facilities ventilation system will meet health standards All health facilities theatres efficiency will be improved in order to meet patients operations
- b. All health facilities record keeping rooms will have their humidifiers in compliance with health standards

4. TIME FRAME/DURATION OF TENDER

Fourty Eight (48) months.

5. SPECIAL CONDITIONS

- 5.1** The Department of Health reserves the right to award any bid in whole and the Department does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor;
- 5.2** The Department reserves the right to confirm details of the CVs submitted and qualifications.
- 5.3** The winning bidder shall sign a SLA and NEC 3 contract for the duration of the period.
- 5.4** No bidder will be awarded more than two districts. However bidders are welcome to tender for all four (4) districts

6. TECHNICAL SPECIFICATIONS

The Bills of Quantities (BOQ) document is attached; the technical specification was assessed and approved by Engineering and Technical Services Directorate.

The Scope of work is to perform the following maintenance activities on all of the equipment.

a) Routine Maintenance Activities

- I. Quarterly Maintenance Service Actions as per Original Equipment Manufacturers recommendation, covering all components.

II. Cleaning service.

This shall also include the following but not limited.

- Clean the Filter and sanitise
- Clean the Condenser Coils and Fins
- Clean the Condenser Fan and Oil the Fan Motor
- Check various parts such as fuses, breakers, and the thermostat on a regular basis

III. Strip and Quote

- Quotation(s) for non-routine repairs shall be initiated with the approval of the relevant Departmental mechanical expert during the execution of the project

IV. Repairs Work

- Repairs Work shall be carried out on an ADHOC basis, corrective-, breakdown-, emergency-, ordinary- and fatal Maintenance. This shall be performed when the need arises and requested by the user client.
- All repaired works to carry a three (3) month guarantee in the event a re-occurrence of the failure prior to expiry of the guarantee; the service provider shall be liable for the cost associated with the repairs.

7. RISK ANALYSIS

A risk analysis evaluation as per tender document, Construction Industry Development Board (CIDB) guidelines, legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project.

8. EVALUATION CRITERIA

8.1 The submission from the service provider will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Department's Preferential Procurement Policy.

8.2 The bids will be evaluated on the following four phases:

Phase 1: Administrative Compliance

Phase 2: Bidder Requirements

Phase 3: Functionality

Phase 4: 80/20 Preference Point System

8.3 Phase 1: Administrative Compliance:

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

8.3.2 Without limiting the generality of NWDOH's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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 lead not 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. 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

9.4. 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

<u>Criteria</u>	<u>Requirement</u>
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (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 NB: Any changes in the Bidder's details on the Central Suppliers Database are the sole responsibility of the bidder
In the service of the state status	Bid will not consider 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.

9.5. Phase 2: Bidder Requirements

- 9.5.1. Each bidder must be registered with the Construction Industry Development Board (CIDB) with an appropriate Contractor Grading Designation of Grade 7ME or higher;
- 9.5.2. The bidder must own /lease 1 x 1 ton bakkie or similar per district (**Attach MVL1. If the vehicles are leased, the bidder must attach an agreement signed by both parties and MVL1 and of the lessor**).
- 9.5.3. The bidder must submit a valid COIDA, Section 13A confirmation Letter-Class V (Building Construction).
- 9.5.4. The Bill of quantities (BoQ) attached in the annexure must be completed in full. Failure to fully complete the BoQ will lead to elimination.

9.6. Phase 3: Functionality = 100

- 9.6.1. Only Bidders that have met the Phase 1 and 2 will be evaluated in Phase 3 for functionality.
- 9.6.2. 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 any category. Any bidder who score zero in any category will be eliminated.
- 9.6.3. As part of due diligence, NWDOH may conduct sites visit at a client of the Bidder (reference) for validation of the services rendered. The choice of the sites will be at the NWDOH's sole discretion.
- 9.6.4. Functionality will be evaluated In accordance with the Evaluation criteria for functionality listed below

NO.	CATEGORY	FUNCTIONALITY	CRITERIA	POINTS	WEIGHT
A	Key resources Refrigeration Artisan	Refrigeration Artisan with relevant diploma, valid SAQCC HVAC registration, trade test certificate and have minimum of five (5) years relevant experience. • Attach detailed CV and affidavit giving consent for submission of the CV of each refrigeration artisan and a certified copy of qualifications, a trade test certificate and valid SAQCC HVAC registration certificate as per above requirements from an accredited trade test centre/ college/ institution as proof.	Four (4) or more artisans	30	30
			Three (3) artisans	25	
			Two (2) artisans	20	
			One (1) artisans	15	
			No artisans	0	
B	Qualification and Experience of Project Manager	Qualified Project Manager with NQF level 7 or above, Professional (Pr.) Registration with ECSA as Pr. Engineer in Mechanical or Pr. Technologist with experience in HVAC installation and repairs. • Attach a detailed CV and affidavit giving consent for submission of the CV of the project manager and certified qualification from an accredited institution.	Five (5) years or more experience	10	10
			Three (3) - Four (4) years' experience	5	
			Two (2) years or less experience or no information	0	
C	Relevant Air-conditioning / HVAC Company Experience	The bidder must have completed Relevant Air-conditioning / HVAC project(s) of R3 million each project(s) or above in the previous five (5) years. • Attach letter(s) of award or purchase order, completion certificate(s) and reference letter(s) for each project, with contactable referees	Three (3) or more completed projects	30	30
			Two (2) completed project	20	
			One (1) completed project	15	
			Zero (0) completed projects	0	
D	Financial Capacity	Bidders are required to submit proof/evidence of financial capacity by providing; Stamped three months bank statements. NB: The statement should not be older than three months from closing of the bid and only the average of the 3 months balance will be considered for allocation of the points.	R3 000 0001 and more	20	20
			R2 000 001 – 3 000 000	15	
			R1 000 001 - 2 000 000	10	
			R 1 000 000 or less, or no information provided	0	
E	Established business	Operating Office Address (Attach proof of address comprising of title deed/ lease	Within North West Province	10	10

	offices	agreement or permission to occupy and utility bill) and any other proof of address	Outside North West Province	5	
			Non-Submission	0	
TOTAL					100

9.7. Phase 4: 80/20 Preference Point System

- 80 = Price (All bid price/should be VAT inclusive)
- 20 = Specific goals (Points will be allocated according to Specific goals table below)

Specific Goals	Procurement Transaction Preference Points allocated out of 20
B-BBEE Status level of Contributor	10
1	10
2	9
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)	4
Residing within the Local Municipality where the service is required.	4
Residing within the District where the service is required.	3
Residing outside district within the 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)	6
• 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	6

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.

9. POST AWARD REQUIREMENTS

- The successful service provider will be subjected to the signing of Service Level Agreement (SLA)
- The bidder shall submit proof of all insurances required as bid amount.
- The Contractor shall attend both technical and progress meetings with the department.
- In the event of an unforeseen breakdowns, the appointed contractor maybe requested to attend to the relevant breakdown and reinstate system. A detailed report on such account must be submitted together with monthly report to Project Manager.
- The North West Department of Health reserves the right to renegotiate the prices and conditions offered by the bidder.
- The bidder's works and specifications shall comply to all Legislations and Regulations associated to the Construction Industry Development Board (CIDB) regulations
- The bidder shall take the responsibility of return jobs of the same problems at no cost (if the equipment fails within the retention period of twelve (12) months) after practical completion (PC)
- Bidder shall leave all the replaced parts at the Health Institution
- The Contractor shall submit a Proof of Work (POW) with pictures after performing each service including a job card signed by Maintenance Officer.
- The Contractor shall attend quarterly meeting with IDTS and contract management sub directorate.
- Bidder shall Comply with Occupational Health and Safety Act, Act no 85 of 1993 and regulations pertaining to construction industry
- All completed works shall be implemented by an authorised person and subjected to inspection for quality and certification by the relevant Project Manager.
- Bidder shall submit monthly report with monthly invoice
- Insurance against liability for death of or injury to its Employees, Agents or Representatives including public liability by statute and common law, and insurance for occurrences of which the insurance cover shall be for an amount not less than one (1) Million Rands (R1 000 000.00).
- Quality Management Plan

A detailed Quality Management Plan that is aligned to the project should be submitted between the department and the awarded bidder.

Technical Enquiries to be directed to:

Name : Mr President Nhlabatsi

Email : pnhlabatsi@nwpg.gov.za

Tel: (+27) 73 603 7005 / 076 667 6958

AIR CONDITIONING AND VENTILATION SERVICES
SCHEDULE 1

PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE PER UNIT
FILTERS TO GPA SPECIFICATION				
1	600x500x300 Filter Microcell 95% dust spot 62 pleats with seal	item	1	
2	600x600x300 Filter Microcell 95% dust spot 62 pleats with seal	item	1	
3	700x500x300 Filter Microcell 95% dust spot 31 pleats with seal	item	1	
4	500x500x300 Filter Microcell 95% dust spot 31 pleats with seal	item	1	
5	600x600x100 filter BFDF disposable 80% dust spot 11 pleats	item	1	
6	600x600x50 Filter BFW washable 85% arrestance 26 pleats	item	1	
7	500x500x50 Filter BFW washable 85% arrestance 26 pleats	item	1	
8	10mm X 25mm filter gasket	Roll	1	
9	600X600X300 Microcell Filters F8	item	1	
10	600X300X300 Microcell Filters F8	item	1	
11	600X500X300 Microcell Filters F8	item	1	
12	762X600X300 Microcell Filters F8	item	1	
13	940 X 600 Filter Pad SP M5 Scrim	item	1	
14	600 X 600 Filter Pad SP M5 Scrim	item	1	
15	600x600x600 8 Pocket 95% bag Filters	item	1	
16	600X600X50 M5 AWM Secondary External W/S Filter	item	1	
17	600X600X100 M5 AWM Secondary External W/S Filter	item	1	
18	600X300X100 M5 AWM Secondary External W/S Filter	item	1	
19	600X600X50 Washable Panel Filter External Wire Support	item	1	
20	600X300X50 Washable Panel Filter External Wire Support	item	1	
21	500X500X50 Washable Panel Filter External Wire Support	item	1	
22	Neoprene Filter Gasket	item	1	
23	Split air con unit Filters	item	1	
24	Cassette Filter F9 600X300X292	item	1	
25	Cassette Filter F9 600X600X292	item	1	
26	Cassette Filter F8 600X600X292	item	1	
27	Theatre Particle Count	item	1	
28	Installed Hepa Filter DOP test.	item	1	
29	610 X 305 X 292 High Cap H13 Hepa Filters	item	1	
30	610 X 610 X 292 High Cap H13 Hepa Filters	item	1	
31	1524 X 762 X 80 H14 Hepa Filters Gel Seal	item	1	
32	NEW AIR-CONDITIONING UNITS - INVERTOR			
33	9,000 BTU Mid Wall Split	item	1	
34	12,000 BTU Mid Wall Split	item	1	
35	18,000 BTU Mid Wall Split	item	1	
36	26,000 BTU Mid Wall Split	item	1	
37	36,000 BTU Mid Wall Split	item	1	
38	48,000 BTU Cassette Split	item	1	
39	60,000 BTU Cassette Split	item	1	
40	HI Wall Splits 9000 BTU	item	1	
41	HI Wall Splits 12000 BTU	item	1	
42	HI Wall Splits 17500 BTU	item	1	
43	HI Wall Splits 22000 BTU	item	1	
44	HI Wall Splits 32000 BTU	item	1	
45	HI Wall Splits 36700 BTU	item	1	
46	Cassettes 13000 BTU	item	1	
47	Cassettes 19000 BTU	item	1	
48	Cassettes 25700 BTU	item	1	
49	Cassettes 36000 BTU	item	1	
50	Cassettes 41800 BTU	item	1	
51	Cassettes 51200 BTU	item	1	
52	Under Ceiling / Console Split 19900 BTU	item	1	
53	Under Ceiling / Console Split 24000 BTU	item	1	
54	Under Ceiling / Console Split 35600 BTU	item	1	

AIR CONDITIONING AND VENTILATION SERVICES

SCHEDULE 1				
PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE PER UNIT
55	Under Ceiling / Console Split 44300 BTU	item	1	
56	Under Ceiling / Console Split 47900 BTU	item	1	
57	Window units 8500 BTU	item	1	
58	Window units 12000 BTU	item	1	
59	Window units 18000 BTU	item	1	
60	Window units 23000 BTU	item	1	
61	Window units 7000 BTU	item	1	
62	Window units 11500 BTU	item	1	
63	Window units 21000 BTU	item	1	
64	Rooftop Package units 120000 BTU	item	1	
65	Rooftop Package units 180000 BTU	item	1	
66	Rooftop Package units 240000 BTU	item	1	
67	Rooftop Package units 330000 BTU	item	1	
	STEAM SPARES			
68	Pipe 15mm steam per meter	m	1	
69	Pipe 20mm steam per meter	m	1	
70	Pipe 25mm steam per meter	m	1	
71	Pipe 32mm steam per meter	m	1	
72	Pipe 20mm steam per meter	m	1	
73	Pipe 25mm steam per meter	m	1	
74	Pipe 32mm steam per meter	m	1	
75	Copper Tube 15mm x 5.5m length	item	1	
76	Copper Tube 20mm x 5.5m length	item	1	
77	Copper Tube 25 mm x 5.5m length	item	1	
78	15mm Conex Elbow	item	1	
79	20mm Conex Elbow	item	1	
80	25mm Conex Elbow	item	1	
81	Steam reducing Valve 25mm	item	1	
82	Steam reducing Valve 32mm	item	1	
83	Drier 25 gram all gasses	item	1	
84	Thermostat Double	item	1	
85	Thermostat Single	item	1	
86	Pu Foam	item	1	
87	SQ Tubing 15mm per meter	m	1	
88	SQ Tubing 32mm per meter	m	1	
89	Check valve 20mm per meter	m	1	
90	Check valve 25 mm per meter	m	1	
91	Green Packing per centimeter	cm	1	
	MINOR/ MONTHLY SERVICES ((ALL SERVICES TO BE DONE AS PER THE ORIGINAL EQUIPMENT MANUFACTURERS (OEM) RECOMMENDATION))			
	Standard Servicing and plannned Maintenance Cost. (Labour only)			
92	Service of Filter Bank	item	1	
93	Service of Chiller	item	1	
94	Service of Pump	item	1	
95	Service of Cold Room	item	1	
96	Service of Package Unit	item	1	
97	Service of Freezer	item	1	
98	Service of Belt Driven Fan	item	1	
99	Service of Air Handling Unit	item	1	
100	Service of Cooling Tower	item	1	
101	Service of Mourtuary Refrigerant System	item	1	
102	Service of Packaged Unit	item	1	
103	Service of Split Unit	item	1	

AIR CONDITIONING AND VENTILATION SERVICES

SCHEDULE 1				
PART NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE PER UNIT
104	Service of Unitary Unit	item	1	
105	Service of Ventilation Fan	item	1	
	MAJOR / SIX MONTHLY SERVICES (ALL SERVICES TO BE DONE AS PER THE ORIGINAL EQUIPMENT MANUFACTURERS RECOMMENDATION)			
	Standard Servicing and planned Maintenance Cost (Labour only)			
106	Service of Hepa Filter	item	1	
107	Service of Split Unit	item	1	
108	Service of Package Unit	item	1	
109	Service of Distribution Board	item	1	
110	Service of Chilled and Condensing water lines	item	1	
111	Service of Chiller	item	1	
112	Major service on split air conditioner	item	1	
113	Service of cooling tower	item	1	
114	Service of Pressure Vessel	item	1	
	REFRIGERANTS			
115	Pump Oil Per litre	litre	1	
116	Paraffin Per litre	litre	1	
117	Degreaser Per litre	litre	1	
118	Coil Brite Per litre	litre	1	
119	Duct tape	item	1	
120	R507 Refrigerant per kilogram	kg	1	
121	R134A Refrigerant per kilogram	kg	1	
122	R404A Refrigerant per kilogram	kg	1	
123	R22 Refrigerant per kilogram	kg	1	
124	R407 Refrigerant per kilogram	kg	1	
125	Flushing Agent 014/B per kilogram	kg	1	
126	MS 32 Refrigeration Oil per litre	l	1	
127	Emkarate Ester Oil per litre	l	1	
	TOTAL CARRIED FORWARD TO SUMMARY			

Description	
AIR CONDITIONING AND VENTILATION SERVICES	
TERM REPAIRS SUBJECT TO APPROVAL OF QUOTATION OF THE WORKS -Schedule 2A	
Subtotal	
VAT	
Grand Total	
Amount in Words(To be carried out to the form of offer)	

**TERM REPAIRS SUBJECT TO APPROVAL OF
SCHEDULE 2A QUOTATION OF THE WORKS**

ITEM Nr.	DESCRIPTION	UNIT	RATE
1	LABOUR RATES APPLICABLE TO UNSCHEDULED WORK: Labour rates that Contractor will charge for additional adhoc work that is not contained in Schedule 1.		
1.1	Mechanical/ Electrical Technician normal working Hours	R/hr	R
1.2	Mechanical/ Electricaln per hour over time	R/hr	R
1.3	Mechanical/ Electrical per hour Sunday and Public Holidays	R/hr	R
1.4	Artisan Aid normal working Hours	R/hr	R
1.5	Artisan Aid per hour over time	R/hr	R
1.6	Artisan Aid per hour Sunday and Public Holidays	R/hr	R
2	TRAVELLING :Traveling can only be booked from the relevant District Office to the institution in that relevant Region	R/km	
2.1	Vehicle Travelling Estimate	R/km	Monthly Rate will be obtained from the Department of Transport
3	ACCOMMODATION AND SUBSISTENCE : Daily Rates per person that the Contractor will claim for approved trips lasting more than one day at a time.		
3.1	Accommodation	R/night	R
3.2	Subsistence	R/day	R
4	PROVISION TO COVER REPAIRS DURING THE TERM OF THE CONTRACT : Lump Sum Provision to cover the material used for the repairs and breakdowns during the course of the Contract in addition to the agreed routine servicing of the Assets.	Sum	R 5 000 000,00
5	DIRECT FEE PERCENTAGE (MARK-UP) ON MATERIALS THAT ARE NOT INCLUDED IN PRICE LISTS : Mark-up on proven cost for materials based on the Provisional sum listed in Item 4. above. (Apply % to provisional sum in Item 4 when pricing the bid)	%	R
TOTAL CARRIED FORWARD TO SUMMARY			R

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWDOH 22/2026	CLOSING DATE:	05 NOVEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	SERVICE, REPAIRS AND MAINTENANCE OF HVAC EQUIPMENT AT VARIOUS HEALTH CLINICS, COMMUNITY HEALTH CENTRE'S (CHC), NURSING COLLEGES, MORTUARIES AND HOSPITALS SITUATED IN NORTH WEST PROVINCE FOR A PERIOD OF (48) FORTY-EIGHT MONTHS (PHASE3): CIDB GRADING 7ME OR HIGHER.				
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 Ngakantsi		CONTACT PERSON	Mr President Nhlabatsi	
TELEPHONE NUMBER	066 293 9911		TELEPHONE NUMBER	073 603 7005/076 667 6958	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dngakantsi@nwpg.gov.za		E-MAIL ADDRESS	pnhlabatsi@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: **NWDOH 22/2026**

Closing Time **11:00** Closing date: **05 NOVEMBER 2026**

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)
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- Required by: **NORTH WEST DEPARTMENT OF HEALTH**

- At: **NEW OFFICE PARK, CORNER FIRST STREET AND SEKAME ROAD**

- Brand and model **N/A**

- Country of origin **N/A**

- 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

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

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

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

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.

2.3.1 If so, furnish particulars:

.....

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

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

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

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

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to

the date and time of the official bid opening or of the awarding of the contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

Specific Goals	Procurement Transaction Preference Points allocated out of 20	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status level of Contributor	10	
1	10	
2	9	
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)	4	
Residing within the North West Province where the service is required.	4	
Residing within the District where the service is required.	3	
Residing outside district within the 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)	6	
- 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	6	

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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)