health

Department:

Health

REPUBLIC OF SOUTH AFRICA

NDoH-17(2026/2027)

APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE IMPROVEMENT AND MAINTENANCE OF THE CURRENT STATUS OF THE IDEAL HEALTH FACILITY REALISATION AND MAINTENANCE PROGRAMME IN CLINICS, COMMUNITY HEALTH CENTRES AND DISTRICT HOSPITAL FOR A PERIOD OF THREE (3) YEARS

BID VALIDITY PERIOD: 180 DAYS

DATE ISSUED: 25 AUGUST 2026

CLOSING DATE AND TIME OF BID:

22 SEPTEMBER 2026 AT 11H00

COMPULSORY BRIEFING SESSION.

Date: 09 September 2026 at 11:00 am Venue: National Department of Health, Dr AB Xuma building, 1112 Voortrekker Road, Thaba Tshwane, Pretoria.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**NDoH-17(2026/2027)**	CLOSING DATE:	**22 SEPTEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE IMPROVEMENT AND MAINTENANCE OF THE CURRENT STATUS OF THE IDEAL HEALTH FACILITY REALISATION AND MAINTENANCE PROGRAMME IN CLINICS, COMMUNITY HEALTH CENTRES AND DISTRICT HOSPITAL FOR A PERIOD OF THREE (3) YEARS**				

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

NATIONAL DEPARTMENT OF HEALTH

1112 VOORKTREKKER ROAD

DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING) IN THABA TSHWANE

PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@health.gov.za	E-MAIL ADDRESS	tenders@health.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE 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: ……
(**NB: Proof of authority must be submitted e.g. company resolution)**

DATE: ……

Roger Dyason Road
M7
Roger Dyason Road
Roger Dyason Road
National Department of Health
Entrance
Voortrekker Road
P
1 Military Hospital
Voortrekker Road
Voortrekker Road
Heartfelt Arena
R101
Old Johannesburg Road
Old Johannesburg Road
M7
Eeufees Road
Voortrekker Monument Nature Reserve
Eeufees Road
Eeufees Road
Eeufees Road
N

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

"Only authorized signatories may sign the original and all copies of the bid where required.

In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated.

In case of a **COMPANY** submitting a bid, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a bid, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the bid.

In the case of a **JOINT VENTURE** submitting a bid, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture."

Accept that failure to submit proof of Authorization to sign the bid may result in the bid being declared non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

ZETHMBE TRADERS
(Pty) Ltd

By resolution of the Board of Directors taken on *01 AUGUST 2000,*

MR M
BONAKELE

has been duly authorised to sign all documents in connection with

Contract no NDoH-01/2023/2024, and any contract which may arise

there from, on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: *01 AUGUST 2000*

SIGNATURE OF SIGNATORY: (Signature of *M Bonakele)*

As witnesses:

1. . . . . .

2. . . . . .

Signature of person authorised to sign the bid: . . . . . .

Date: . . . . . .

SAMPLE

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: **NDoH 17-2026/2027**

CLOSING TIME 11:00 CLOSING DATE: **22 September 2026**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……..

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..

TOTAL: R……

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

National Department of Health
Dr AB Xuma Building
1112 Voortrekker Road
Thaba Tshwane
Pretoria

Tenders@health.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

Bid number **NDoH-17(2026/2027**) **22 SEPTEMBER 2026 @ 11:00AM**

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

Js475wc

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the …80/20…….. preference point system shall be applicable; or

b) ~~Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).~~

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"price"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

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

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

YES		NO	

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:…….

9.2 VAT registration number:…….

9.3 Company registration number:…….

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

NDOH 17-2026/2027

APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE IMPROVEMENT AND MAINTENANCE OF THE CURRENT STATUS OF THE IDEAL HEALTH FACILITY REALISATION AND MAINTENANCE PROGRAMME IN CLINICS, COMMUNITY HEALTH CENTRES AND DISTRICT HOSPITAL FOR A PERIOD OF THREE (3) YEARS

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ABBREVIATIONS

AHPCSA	**Allied Health Professions Council of South Africa**
BCP	Business Continuity Plan
BLS	Basic Life Support
BSD	Baseline Status Determination
CHCs	Community Health Centres
CEO	Chief Executive Officer
DHIS	District Health Information System
DHS	District Health System
FOM	Facility Operational Manager
HDI	Historically Disadvantaged Individual
HPCSA	Health Professions Council of South Africa
ICRM	Ideal Clinic Realisation and Maintenance
ICSM	Integrated Clinical Services Management
IHFRM	Ideal Health Facility Realisation and Maintenance
NDoH	National Department of Health
NHI	National Health Insurance
NHQIP	National Health Quality Improvement Plan
OHSC	Office of Health Standards Compliance
PPTICRM and	Perfect Permanent Team for Ideal Clinic Realisation Maintenance
PRs	Peer Reviews
PRUs	Peer Reviews Updates
PHC	Primary Health Care
QIPs	Quality Improvement Plans
SANC	South African Nursing Council
SDH	Social Determinants of Health
SLA	Service Level Agreement
SOPs	Standard Operating Procedures

1. BACKGROUND

The Ideal Clinic Realisation and Maintenance (ICRM) programme for improving quality of the Primary Health Care (PHC) facilities' service platform was approved by the Cabinet of South Africa in 2014, as part of Operation Phakisa. This resulted in an instruction to the National Department of Health (NDoH) to scale-up the programme to PHC(Community Health Centres and clinic) facilities in all 52 districts. It has become necessary to intensify scale-up to enable facilities to receive accreditation for the National Health Insurance (NHI).

The ICRM programme was conceptualized as an internal mechanism for continuously improving the quality of PHC services. The programme is currently managed by the Chief Directorate: District Health Services (DHS), reporting to the Deputy Director-General: PHC known as the Ideal Health Facility Realisation and Maintenance (IHFRM), following the introduction of the Ideal Hospital Framework to include District Hospital.

2. OVERVIEW OF THE IDEAL HEALTH FACILITY REALISATION AND MAINTENANCE PROGRAMME

The IHFRM was developed on the back if the Ideal clinic realisation and maintenance programme, which was launched through Operation Phakisa. The IHFRM continues on the same trajectory of the ideal clinic, which bears the same definitional features.

At the time of the launch of the Operation Phakisa, an Ideal Clinic was and continues to be defined as a clinic with good infrastructure, adequate staff, adequate medicine and supplies, good administrative processes and sufficient bulk supplies, that uses applicable clinical policies, protocols, guidelines as well as partner and stakeholder support, to ensure the provision of quality health services to the community.

An Ideal Clinic will cooperate with other government departments as well as with the private sector and non-governmental organisations to address the Social Determinants of Health (SDH). To function optimally and remain in a condition that can be described as the "Ideal Clinic", PHC facilities must be maintained.

The IHFRM was developed to accommodates the hospitals, which have already been included in the monitoring software. In the implementation of the IHFRM programme, the Frameworks have been developed for the hospitals (Version 2), Community Health Centres (CHCs) and clinics frameworks have been merged into Version 20. The different versions are updated as and when needed. A lot of progress has been made regarding the ideal clinics, community health centers, and district hospitals, which will become areas of focus for the term of the contract.

3. SCOPE OF WORK

3.1 General

The Chief Directorate: DHS in the NDoH invites a professional service provider to facilitate the implementation of the IHFRM through an improvement and maintenance of the current status the IHFRM programme in nine provinces for a period of three (3) years. The scope of work is further described below:

3.2 Technical support to districts

The bidder will provide technical support to all PHC facilities including district hospitals in the fifty-two (52) districts to attain an ideal status, including but not limited to:

3.2.1 Baseline Status Determination

The Baseline Status Determination (BSD) is conducted by all PHC facilities in the first quarter of the financial year, as per the ICRM Cycle. The activity for PHC facilities is led by the Facility Operational Manager (FOM) and captured on the ICRM software. For district hospitals the self-assessment process is led by the hospital Chief Executive Officer (CEO). Following this activity, a Quality Improvement Plan (QIP) is automatically generated by the software, informed by all the gaps identified. The QIP is implemented by the facility.

3.2.2 Validation of the Baseline Status Determination outcome

During the second quarter of the financial year, the validation of BSD of all PHC facilities and district hospitals is conducted by the PPTICRM as per the IHFRM

Cycle. The activity is then captured on the IHFRM software after which a QIP is automatically generated, informed by all the gaps identified. The QIP is implemented by the facility supported by the district PPTICRM.

3.2.3 Peer Reviews

All the PHC facilities and district hospitals identified for the scale-up plan are peer reviewed in the third quarter of the financial year. This is an inter-district activity conducted by the PPTICRMs as per the IHFRM Cycle. Similarly, a special request is made for capturing rights to access the peer reviewed facilities. Subsequently, a QIP is automatically generated, informed by all the gaps identified. The QIP is implemented by the facility supported by the district PPTICRM.

3.2.4 Peer Reviews Updates

The Peer Reviews Updates (PRUs) are conducted on all PHC facilities and district hospitals that have been peer reviewed by the PPTICRMs, in the last quarter of the financial year, as per the IHFRM Cycle. The activity is then captured on the IHFRM software as PPTICRM PRU. The QIP is implemented by the facility supported by the district PPTICRM.

The service provider is expected to ensure optimum functionality of the PPTICRMs at the provincial, district and sub-district levels.

3.3 DATA MANAGEMENT

The NDoH requires information to provide to the users, provinces, districts and other stakeholders through specific routine and adhoc reports. For this reason, the service provider must manage the IHFRM programme and ensure availability of routine performance data for monthly, quarterly as well as the annual reporting requirements. The integrity of the database must be maintained, regular version testing and upgrading must be conducted to enhance data output, in line with the IHFRM Frameworks and manual.

3.4 CAPACITY BUILDING

A detailed proposal/approach for capacity building for national, provincial, district and facility personnel, must be provided by the bidder as the business process owner. This is to ensure optimum functionality of PPTICRMs, with high levels of programme integration for quality service delivery.

3.5 MANAGEMENT, MONITORING AND REPORTING

3.5.1Management

The performance of the service provider will be monitored through a Service Level Agreement (SLA) which is aligned with advertised Terms of reference of this bid and will be effected through an annual work plan which will be submitted by the service provider with clear set of deliverables for each financial year which must be submitted by the service provider for a period of 3 years. Project Management methodologies will be followed in executing and managing the contract.

3.5.2 Monitoring

Monitoring of progress on deliverables must be achieved through regular formal and informal processes, projects and technical meetings between NDoH and the service provider to monitor the SLA.

3.5.3 Reporting

Strict quarterly reporting on the annual work plan deliverables in paragraph 3.5.1 as well as financial expenditure reporting will be adhered to. An Annual Report will be produced at the end of each financial year.

4. GOVERNANCE

The Director-General being the Accounting Officer has the overall ownership of IHFRM Programme. The IHFRM Programme and its software licenses are the Intellectual Property of the NDoH. In this regard, the NDoH owns and regulates access to all data from IHFRM.

All changes to the system, its data elements and analytics will need to be authorised by the NDoH. The bidder will have no authority to share the Learning

Management System, its data, and licenses with third parties. All requests for access to the data will be reviewed and be subject to the approval of the Director-General or a delegated official.

5. BID EVALUATION CRITERIA

5.1 Due diligence

The NDoH reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits to assess the capacity of the bidder in relation to its people, technology and previous IHFRM support capacity requirements as set out in the scope of work.

5.2 Bid evaluation Stages

The evaluation of a tender consists of the following stages, as part of the normal procurement process:

Stage 1: SCM Mandatory requirements

Stage 2: SCM Administrative/ Pre-screening requirements

Stage 3: Functionality evaluation

Stage 4: Price and B-BBEE evaluation

5.2.1 SCM Mandatory Requirement

Compulsory Briefing Session

This session will provide bidders with an opportunity to obtain clarity on certain aspects of the bid and processes as set out in this document and to address any issues they may have. This session is compulsory for all bidders. All bidders present in the briefing session must sign the compulsory briefing session register as it will be used to verify bidder's attendance. Bidders who did not sign the compulsory briefing session register will be automatically be disqualified.

DATE: 9 SEPTEMBER 2026

TIME: 11:00

VENUE: DR AB XUMA BUILDING, 1112 Voortrekker Road, Thaba Tshwane, Pretoria, 0001

5.2.2 SCM Administrative requirements

- Attach Tax Compliance Status Pin,

- Central Supplier Database r, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Compliance pin.
- Authorization letter where the is consortium/joint venture is needed
- All SBD forms must be properly and adequately completed by bidder/s

5.2.3. Functionality evaluation criteria

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td>A. Experience, track record and reference</td><td>A bidder must demonstrate experience and track record in the implementation of the Quality Improvement (QI) Programme in PHC facilities and hospitals</td><td>Experience

A bidder must provide a comprehensive description of experience in implementing the QI Programme

<table>
<tr><td>0 to 1 year’ experience</td><td>1</td></tr>
<tr><td>1 to 2 years’ experience</td><td>2</td></tr>
<tr><td>2 to 3 years’ experience</td><td>3</td></tr>
<tr><td>3 to 4 years’ experience</td><td>4</td></tr>
<tr><td>5 or more years’ experience</td><td>5</td></tr>
</table>

Track record

A bidder must demonstrate a track record by providing reference letter of complete project in health sector as example of the previous work conducted at the provincial, district and facility level.

<table>
<tr><td>0 previous report provided</td><td>0</td></tr>
<tr><td>1 reference letter provided</td><td>1</td></tr>
<tr><td>2 previous reports provided</td><td>2</td></tr>
<tr><td>3 previous reports provided</td><td>3</td></tr>
<tr><td>4 previous reports provided</td><td>4</td></tr>
<tr><td>5 or more previous reports provided</td><td>5</td></tr>
</table>
</td><td>10

10</td><td>30</td></tr>
</table>

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td></td><td></td><td>Contactable references

A bidder must submit full details of contactable references for previous projects at Province, District, PHC facilities and hospitals which were successfully completed.

<table>
<tr><td>0 contactable references for previous projects</td><td>0</td></tr>
<tr><td>1 contactable references for previous projects</td><td>1</td></tr>
<tr><td>2 contactable references for previous projects</td><td>2</td></tr>
<tr><td>3 contactable references for previous projects</td><td>3</td></tr>
<tr><td>4 contactable reference for previous projects</td><td>4</td></tr>
<tr><td>5 or more contactable references for previous projects</td><td>5</td></tr>
</table></td><td>10</td><td></td></tr>
<tr><td>B. Key personnel and their qualifications</td><td>A bidder must have sufficient personnel with relevant qualification, and technical skills and experience in areas as required for this project:</td><td>A Bidders must attach proof of qualifications of all key management, professional and technical personnel, stating their roles in the project, technical expertise and attach their singed CV’s. CV’s must amongst others reflect the years of experience of individuals various aspect of the QI programme.</td><td></td><td></td></tr>
</table>

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr>
<td></td>
<td>Health Manager/Coordinator: x 1
(Must have relevant qualification in relation to Public Health background, Social Science or Developmental Studies or Policy Studies qualification recognised by SAQA (attach certified copies of relevant qualifications)
Duties:
✓ Coordinate Ideal Clinic Implementation
✓ Quality Improvement Management
✓ Supportive Supervision and Mentorship
✓ Monitor implementation of corrective action plans
✓ Support patient-centered care initiatives

IHFRM Improvement Facilitators: x 4
(Must have relevant qualification in relation to NQF Level 7 Qualification in Health science</td>
<td>
Qualifications in health Sciences
<table>
<tr><td>No qualification attached</td><td>0</td></tr>
<tr><td>NQF level 5</td><td>1</td></tr>
<tr><td>NQF level 6</td><td>2</td></tr>
<tr><td>NQF level 7</td><td>3</td></tr>
<tr><td>NQF level 8</td><td>4</td></tr>
<tr><td>NQF level 9 or higher</td><td>5</td></tr>
</table>
Expertise/Specialist
<table>
<tr><td>No Valid Proof of registration with statutory body (SANC/HPCSA/FMC/AHPCSA</td><td>0</td></tr>
<tr><td>Proof of registration with statutory body (SANC/HPCSA/FMC/AHPCSA</td><td>5</td></tr>
</table>
Experience
<table>
<tr><td>Failure to submit CV’s with relevant experience</td><td>0</td></tr>
<tr><td>1 team member with less than 5 years of experience in their field of qualification</td><td>1</td></tr>
<tr><td>1 team member with 5 or more years of experience in their field of qualification</td><td>2</td></tr>
</table>
</td>
<td>10

10

10</td>
<td>30</td>
</tr>
</table>

CRITERIA	DESCRIPTION	Substantiation/documentations	SUB-WEIGHT	WEIGHT
	Current Registration with the relevant statutory body such as SANC/HPCSA/FMC/AHPCSA **Duties:** ✓ Implement the IHFRM programme through the support of the PPTICRM in the provinces; ✓ Collaborate with the other units in the implementation of the four PHC Re-engineering streams (Community Health Workers, District Clinical Specialist Teams, School Health and Health Professionals contracting); Ensure coordination of development or implementing partners supporting DHS Use of IHFRM monitoring system to: ✓ Draw reports, ensuring effective data submission, management and	2 team members with 5 or more years of experience in their field of qualification **3** **3** team members with 5 or more years of experience in their field of qualification **4** 4 team members with 5 or more years of experience in their field of qualification **5**		

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td></td><td>use for planning and decision-making;
✓ Support and secure procedures for user accounts and data analysis;
✓ Implement effective data management practices ;
✓ Establish data sharing rules, and troubleshoot IHFRM data-related issues; and Contribute to the overall success of the IHFRM Programme.</td><td></td><td></td><td></td></tr>
<tr><td>C. Approach and methodology</td><td>The bidder must provide a comprehensive proposal outlining the approach and methodology to demonstrate the ability to achieve all the deliverables within the required timeframes.

The following aspects/deliverables must be clearly marked in the proposal:

• Workplan outlining operational capacity to implement the IHFRM Programme;
• Status Determination by PHC Facility Managers and hospital CEOs, PPTICRMs, PR and PRUs reports, outlining operational efficiency of</td><td>The bidders proposal must demonstrate comprehensive understanding and the ability to achieve all the deliverables within the required timeframes The proposal outlining the approaches, methodologies and tools to tackle the scope of work must be attached (clearly marked proposal)
(Evaluation- overall understanding of IHFRM Programme, scope of the project and deliverables).

<table><tr><td>Proposal does <u>not</u> address5 deliverables and does not indicate ability to complete the project within the required time frames</td><td>0</td></tr><tr><td>Proposal addresses 1 deliverables and indicates ability to complete the project within the required time frames</td><td>1</td></tr><tr><td>Proposal addresses 2 deliverables and indicates ability to complete the project within the required time frames</td><td>2</td></tr></table></td><td>40</td><td>40</td></tr>
</table>

<table>
<tr><th>CRITERIA</th><th>DESCRIPTION</th><th>Substantiation/documentations</th><th>SUB-WEIGHT</th><th>WEIGHT</th></tr>
<tr><td></td><td>technology and Business Continuity Plan (BCP) in Supply Chain Management;
• IHFRM Programme linkage with other programmes, with clinical governance and health outcomes improvement.
• Functionality of PPTICRMs at the national, provincial, district and sub-district level, demonstrating an improvement in: Infrastructure and equipment availability and maintenance, Asset management, Medicines and supplies, Human Resources management and development, Patient Experience of Care and waiting times; and
• Maximisation of IHFRM System and User Management to enable the status achieved is maintained (Status Maintenance Strategy with Quality Improvement tracking mechanism).
• Monitoring and Evaluation reports</td><td><table><tr><td>Proposal addresses 3 of deliverables and indicates ability to the project within the required time frames and indicates additional value adds</td><td>3</td></tr><tr><td>Proposal addresses 4 deliverables and indicates ability to the project within the required time frames</td><td>4</td></tr><tr><td>Proposal addresses 5 deliverables and indicates ability to complete the project within the required time frames</td><td>5</td></tr></table></td><td></td><td></td></tr>
<tr><td colspan="3">Total weight</td><td></td><td>100</td></tr>
<tr><td colspan="3">Minimum functionality threshold (failure to meet the minimum threshold will result to your bid not to be considered for further evaluation.</td><td>70</td><td></td></tr>
</table>

6. BID SCORING GUIDELINES

ASSESSMENT	DESCRIPTION	SCORE
Excellent	Exceeds the required standard. Response answers the question with precision and relevance. Includes improvement through innovation and added value. Definite capacity to deliver the service	5
Good	Meets the standard required. Comprehensive response in terms of detail and relevance to the question. Likely capacity to deliver the service.	4
Acceptable	Meets the required standard in most aspects but fails in some areas. Acceptable level of details, accuracy and relevance Likely capacity to deliver the service	3
Limited	Fails the required standard in most aspects but meet some. Limited information / inadequate/only partially addresses the question. Questionable capacity to deliver the service	2
Inadequate	Significantly fails to meet the required standard. Inadequate detail provided / questions not answered/answers not directly relevant to the question. Unlikely capacity to deliver the service	1
Not Eligible for the consideration	Completely fails to meet the required standard. Response significantly deficient. Definite incapacity to deliver the service.	0

7. Bid pricing evaluation

7.1 Price evaluation criteria

In line with the PPPFA requirements, this bid will be evaluated in accordance with the following preferential points scoring system (please mark with "X"):

80/20 scoring system	90/10 scoring system
X	

7.1.1 Financial Proposal Template and Submission (80 Points)

Bidders must note the following important information and Instruction when submitting their financial Proposal:

a) Bidders are required to complete and submit SBD 3.3 – Pricing Schedule: Firm Prices together with Annexure A: National Department of Health Pricing Proposal Template as part of their Financial.
b) Bidders Must complete **Pricing Proposal** exactly as provided to ensure a fair, consistent and transparent comparison of all financial submissions. The completed Pricing Proposal will form the basis for financial evaluation.
c) The bidder must note the following when completing the template:
   - All bid priced must be submitted in South Africa Rand (ZAR) only.
   - The bidder must provide a **Total Bid Price** for the complete scope of services for the three (3) year contract period.
   - The Total Bid Price (VAT inclusive, where applicable) will be regarded as the bidder's financial Offer and **will be the amount used for the financial evaluation.**

- All cost required to deliver the services must be included in the pricing, including labour, hosting, maintenance, support, travel and subsistence (where applicable), and any other related costs.
- It is the responsibility of each bidder to ensure that **all** applicable taxes are included in the offer.
- Bidders **must** ensure that they factor in VAT for offers above R2,3 million as this a compulsory requirement according to the VAT administration Act.
- If the awarded bidder is not registered as a VAT vendor, it is expected that the bidder will register for VAT within 42 business days of being awarded a contract and to also produce proof of registration to the NDoH.
- The department reserves the right to withhold VAT amount until VAT number issued by SARS is represented to NDoH
- No additional cost will be considered after award unless approved through the applicable contract amendment processes.

7.1.2 Claiming of Preferential points (20)

The table below depicts the point allocation for Points Awarded for B-BBEE status level contributor

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

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

7.1.2 Bid document sets (non-mandatory)

Bidders are requested to submit three sets of bid documents according to the instructions below.

Set 1: Hard copy (constitutes the legally binding bid document)

All SBD and Bid Response forms must be completed in black typescript. All fields must be completed. Where no electronic entry field is provided, bidders must complete the forms in black ink, handwritten in capital letters. Where information as requested is not relevant, this should be indicated with N/A. After completion, the full PDF document and the Bid Response document must be printed. Bidders must submit their complete bid in hard copy format (paper document). The signed hard copy of the bid document will serve as the legal bid document.

The duly authorised designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way.

Set 2: Scanned version of Set 1. (i.e., scanned complete hard copy)

Bidders must submit a PDF version of the entire signed hardcopy bid, including all certificates and documents requested.

Set 3: Electronic version of bid documents

Bidders are requested to submit the electronic versions of all bidding documents to facilitate data extraction. The PDF document must be submitted as editable PDF.

Set 2 and Set 3 must be included on an USB and submitted in a sealed package with Set 1. The full name and address of the bidder, the bid number and the closing date of the bid must be clearly indicated on the package.

All three sets of bid documents must be submitted before or on the closing time of the bid (date and hour specified in the bidding documents). Late submission of bid documents will lead to the disqualification of the bidder. Incomplete bids will be deemed non-responsive.