



health

Department:

Health

REPUBLIC OF SOUTH AFRICA

NDoH-08(2026/2027)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE NATIONAL DEPARTMENT OF HEALTH OFFICES (DR AB XUMA) AND THE MEDICAL BUREAU FOR OCCUPATIONAL DISEASES AND THE COMPENSATION COMMISSIONER FOR OCCUPATIONAL DISEASES (MBOD/CCOD) FOR A PERIOD OF 3 YEARS.

BID VALIDITY PERIOD: 180 DAYS

DATE ISSUED: 07 SEPTEMBER 2026

CLOSING DATE AND TIME OF BID:

28 SEPTEMBER 2026 AT 11H00

**VENUE: 1112 VOORTREKKER ROAD, DR AB XUMA
BUILDING, THABA TSHWANE, PRETORIA**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH (NDOH)							
BID NUMBER:	NDOH 08-2026/2027	CLOSING DATE:	28 SEPTEMBER 2026	CLOSING TIME:	11:00		
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE NATIONAL DEPARTMENT OF HEALTH OFFICES (DR AB XUMA) AND THE MEDICAL BUREAU FOR OCCUPATIONAL DISEASES AND THE COMPENSATION COMMISSIONER FOR OCCUPATIONAL DISEASES (MBOD/CCOD) FOR A PERIOD OF 3 YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
NATIONAL DEPARTMENT OF HEALTH							
1112 VOORTREKKER ROAD DR AB XUMA BUILDING (PREVIOUSLY EXXARO BUILDING)							
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	
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
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:



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 <i>Mabel House (Pty) Ltd.</i>	
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 <i>M Bonakele</i>)
As witnesses:	
1.	
2.	
Signature of person authorised to sign the bid:	
Date:	

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)

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.

SBD4

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.

SBD4

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-08(2026/2027)**

28 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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = 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, 2022:

Designated Group: An EME or QSE which is at least 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

.....
.....



TERMS OF REFERENCE (ToRs) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE NATIONAL DEPARTMENT OF HEALTH OFFICES (DR AB XUMA) AND THE MEDICAL BUREAU FOR OCCUPATIONAL DISEASES AND THE COMPENSATION COMMISSIONER FOR OCCUPATIONAL DISEASES (MBOD/CCOD) FOR A PERIOD OF (36) THIRTY-SIX MONTHS

1. OBJECTIVE

The objective is to invite bids from prospective and suitable service providers for the provision of physical security services at the Department of Health Head Office (Dr AB Xuma Building) and the Medical Bureau for Occupational Diseases and the Compensation Commissioner for Occupational Diseases (MBOD/CCOD) for a fixed term of Thirty-Six (36) months.

2. BACKGROUND

- 2.1 The NDoH is committed to creating and sustaining a relatively risk-free business environment that will ensure the safeguarding of lives, the protection of privileged information and property through the Directorate: Security Services within the Branch: Corporate Services at the National Department of Health. The Directorate: Security Services is responsible to provide safe and secure working environment for all NDoH personnel.
- 2.2 This bid and all contracts originating thereof will be subject to the General Conditions of Contract (GCC) issued according to the National Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) amended in the 2022 regulations. In addition, adherence to the application of the BBBEE (Act No. 53 of 2003) will be required.
- 2.3 The Special Requirements and Conditions of Contract (SRCC) are supplementary to the General Conditions of Contract. However, where the Special Conditions of Contract conflict with the GCC, the SRCC will prevail.
- 2.4 The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards

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

(MISS); the Minimum Physical Security Standards (MPSS); the Department of Health Security Policy and various other legislation that regulate security within the government institutions, prescribe the implementation of security measures as the most crucial in protecting assets of the State and ensuring business continuity.

CONTRACT REQUIREMENTS

3. SCOPE OF WORK

- 3.1 The contract is for rendering of physical security services at Dr AB Xuma and MBOD/CCOD offices occupied by the Department of Health.
- 3.2 This is a fixed term contract valid for a period of Thirty-Six (36) months from the day of signing of the contract.
- 3.3 In terms of Control of Access to Public Premises and Vehicles Act 1985 (Act no 53 of 1985), the Minimum Physical Security Standards (MPSS) as well as Minimum Information Security Standard (MISS), all the government institutions need to be protected on 24-hour basis. Control of access to Public Premises and Vehicles Act No 53 of 1985 was enacted to provide for the safeguarding of certain public premises and vehicles and for the protection of the people therein or there on, all for matters connected therewith. Meanwhile, both the MPSS and MISS documents are government policies that deal with Physical and Information Security respectively. The successful bidder(s) must provide registered Security Officers that will render physical services on a 24-hour basis for a fixed term of 36 months.
- 3.4 Bidders are expected to submit proposals and security specifications as reflected in the Bid document.

4. SCOPE OF WORKS CONTINUED

- 4.1 The service provider must provide the NDOH and MBOD/CCOD with the following number of Security Officers as indicated in the table below:

Facility	Post	Day Shift	Night Shift	Total of Security Officers	Fixed Term
		Day Shift (7 Days per week)	Night shift (7 days per week)		

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

Facility	Post	Day Shift	Night Shift	Total of Security Officers	Fixed Term
Head Office, Dr AB Xuma Building	Dr AB Xuma Building	Female 9 x Grade C Male 9 x Grade C 2 x Grade C Armed 1 x Grade B (Supervisor)	2 x Grade C 5 x Grade C Armed 3 x Armed Dog Handlers 1 x Grade B (Supervisor)	32	36 Months
MBOD/CCOD	MBOD/CCOD (Braamfontein)	2 x Grade C Armed 2 x Grade C 1 x Grade B (Supervisor)	2 x Grade C Armed 1 x Grade C 1 x Grade B (Supervisor)	09	36 Months
Total		26	15	41	

4.2 The bidders shall be bound to supply the quantities as required and stated above for the duration of the contract, however this paragraph must be read in conjunction with paragraph 25 below.

4.3 Mandatory Deliverables:

4.3.1 Project Implementation Plan outlining how the security service is going to be provided as required at Dr AB Xuma Building and MBOD/CCOD offices; further outlining but not limited to the following details:

- 4.3.1.1 Operational management team;
- 4.3.1.2 Plans to monitor registered Security Officers and the frequency thereof;
- 4.3.1.3 Plan of action and procedures to deal with misconduct;
- 4.3.1.4 Training Plan outlining the types of training to be offered like access control, firearm training and security standards operating procedures to be provided to registered Security Officers and the intervals thereof. Training is necessary to ensure that the deployed Security Officers are competent in their work.
- 4.3.1.5 Reporting mechanisms of the service provider to the department;
- 4.3.1.6 Physical and postal addresses, contact details in terms of offices which will be providing services to the Department of Health;
- 4.3.1.7 Number of registered Security Officers to be dedicated to the project, as per 4.1;

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4.3.1.8 Bidders are further expected to provide at least three written references regarding similar services rendered within the past five years.

4.3.1.9 Bidders must provide details of a fully functional security control room and the bidder without fully functional control room will be given 30 days to establish a fully operational control room after the appointment.

4.3.1.10 The security control room must meet the following basic requirements:

- Not shared with any other service provider.
- Firearms safe.
- Must meet applicable legal requirements and security industry best practices.

5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER(S)

The bidders must answer Yes or No on below table:

The bidder who does **not comply** with the requirements below **will be disqualified**.

Requirements	Yes	No
Do you comply with all applicable legislations		
To provide security services meant to protect the Department of Health and MBOD/CCOD assets including personnel, information and equipment against damage, theft and vandalism.		
To perform access control duties, patrol the premises to prevent unauthorized persons from entering and removing equipment or assets such as beneficiary files etc. from the premises concerned and prevent any criminal activities.		
To protect employees, visitors and customers by preventing or minimizing the risk of injury including death.		
To apprehend any suspicious person on the premises and to act as mandated and required by the laws of the Republic of South Africa.		

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Requirements	Yes	No
To report any suspicious action or unusual occurrence/incident to the Department of Health and the South African Police Service (SAPS).		
Security Officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.		
To prevent persons from illegal dumping, erecting of structures on and occupying premises under the control of the Department of Health and MBOD/CCOD.		
To monitor security threats and risks within the Department of Health and MBOD/CCOD's area of responsibility and provide an early warning to facilitate proactive interventions.		
The bidder shall conduct business in a courteous and professional manner.		
The bidder must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the sites during crisis situations.		
To maintain a 24/7 permanently staffed office/control room for the duration of the contract to enable continuous communication with the Department of Health and the bidder's field staff. The bidder must have a functional radio control room and cellular phones for effective communication.		

6. MANAGEMENT AND SUPERVISION

- 6.1. The bidder **must** make provision for a Contract/Project Manager who shall exercise supervision of Security Officers and/or activities on behalf of the bidder. The Contract/Project Manager shall be a competent and responsible individual who has three (3) years' experience in carrying out

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security functions at management level. Department of Health shall be notified in writing of the appointment of the Contract/Project Manager.

- 6.2. The Contract/Project Manager shall exercise adequate supervision over the services and shall have full power and authority on behalf of the bidder. Such representative shall be competent and responsible and shall have adequate experience in carrying out the security functions provided in terms of this agreement.
- 6.3. The bidder shall be required to carry out proper supervision of its own personnel by means of at least two visits by an off-site supervisor per shift. The Contract/Project Manager should visit the sites at least twice per week, one of which should be after hours. These visits must be recorded in the weekly report. Details of such visits shall be recorded in the occurrence book provided by the bidder and the pocketbooks of security personnel visited.
- 6.4. The bidder shall, at all times, be responsible for the acts and omissions of its employees providing security services to the Department of Health in terms of this agreement while they are acting within the course and scope of their duties and employment.
- 6.5. A Service Level Agreement (SLA) will be put in place and signed between the Department and the successful bidder.

7. PLACE (S) OF SERVICE DELIVERY.

- 7.1. Dr AB Xuma Building situated in Pretoria.
- 7.2. MBOD/CCOD Building situated in Johannesburg (Braamfontein)

8. LEGAL REQUIREMENTS/ELIGIBILITY.

- 8.1. Bidders shall comply with, but not limited to the following relevant legislation inclusive of any replacement/and or amendment:
 - 8.1.1. Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996)
 - 8.1.2. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - 8.1.3. The Private Security Industry Regulations, 2002 dated 14 February 2002;
 - 8.1.4. Security Officers Act, 1987 (Act 92 of 1987);
 - 8.1.5. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
 - 8.1.6. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);

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- 8.1.7. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
- 8.1.8. The Firearms Control Act, 2000 (Act no. 60 of 2000);
- 8.1.9. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
- 8.1.10. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
- 8.1.11. Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996)
- 8.1.12. Promotion of Access to Information Act, 2000 (Act No 2 of 2000)
- 8.1.13. Protection of Personal Information Act, 2013 (Act no 4 of 2013)
- 8.1.14. Promotion of Administrative Justice Act, 2000 (Act no 3 of 2000)
- 8.1.15. Labour Relations Act, 1995 (Act No 66 of 1995)
- 8.1.16. National Health Act, 2003 (Act no 61 of 2003)

SECURITY REQUIREMENTS

9. WORKING HOURS AND RATES

- 9.1. Security Services shall be provided 24/7, Twenty-Four hours and Seven days a week.
- 9.2. Bidders to apply and remunerate Security Officers in accordance with standards rates as prescribed by the Private Security Industry Regulatory Authority (PSIRA).

10. ADDITIONAL / ADHOC SECURITY SERVICES

- 10.1. Due to security operational requirements within the Department of Health, additional security services may periodically be required on *an ad hoc* basis such as during departmental events and other projects. Bidders may be required to provide close protection security services as and when such a need arises.

11. UNIFORM

- 11.1. The bidder must ensure that all registered Security Officers under this contract are provided with uniforms which clearly states the name of the company and which can be clearly distinguished from other companies. The Department of Health reserves the right to order immediate removal of a Security Officer who does not adhere to this arrangement. The uniform provided to Security Officer should consist of the following:
 - 11.1.1. Male Security Officers:
 - Batons, jackets, jerseys, formal trousers, shirts, formal shoes, whistles, raincoat suits, ties, handcuffs and keys, pepper sprays.
 - 11.1.2. Female Security Officers:

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- Batons, blouses/shirts, handcuffs, keys, jackets, formal jerseys, formal shoes, skirt/trousers, stockings, whistles, raincoat suits, ties/cravats

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

13. The bidder must agree to company screening by the State Security Agency (SSA) on the director(s) of the company or member of the close corporation prior to the signing of the contract.

14. The bidder shall provide all equipment but not limited to the following:

- 14.1.1. Occurrence Book and other relevant security registers;
- 14.1.2. Fully operational two-way radios;
- 14.1.3. Fully operational torches,
- 14.1.4. Pocket Book;
- 14.1.5. PSIRA Identification Cards;
- 14.1.6. Pens;
- 14.1.7. Handcuffs and keys;
- 14.1.8. Handheld metal detectors;
- 14.1.9. Dogs and cages
- 14.1.10. Cell phone with monthly airtime and data
- 14.1.11. Pepper sprays
- 14.1.12. Firearms

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

16. PENALTIES:

The following penalties will be applicable:

ITEM	PENALTY
No two-way/Hand-held radios	R 2500,00 per shift.
No torches/flashlights	R 250,00 per shift.
No handheld metal detectors	R 2500,00 per shift.

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ITEM	PENALTY
no standard Operating Procedures on Site	R 1000,00 per shift.
No uniform	R 1000,00 per item per shift.
No raincoats/ Umbrellas	R 250,00 per person per shift.
No occurrence Books	R 500,00 per shift.
No pocket Books	R 300,00 per person per shift.
No pens/ Stationary	R 50,00 per person per shift.
No handcuffs and keys	R 250,00 per shift.
No sleeping on duty	R 3000,00 per person per shift.
Working under the influence of alcohol and drugs	R 1000,00 and immediate removal.
Late posting	R 500,00 per cost per hour.
Short posting	R 2500,00 per person per shift.
Desertion of post	R 1500,00 per person per shift.
Falsification of entries into the occurrence book	R 2500, 00 per page on which faults were found. Removal of the Security Officer involved.
Failure to report incident	R 2500,00.
Monthly report not received within 05 days after the end of the month	R 1000,00 per company report
No Management/Supervisory visit	R 1000,00 per shift.
No security refresher course (s)	R 100, 00 per shift.
No Firearms/not issued	R 2000,00 as required

17. SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT:

The bidders who do **not adhere** to the requirements below **will be disqualified** from the bidding process.

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

17.1.1 Control access to premises, considering access control principles of positive identification, escort, authorization, recording and searching of personnel and vehicles.

17.1.2 Patrol of premises in ensuring protection of assets (personnel, property, visitors, beneficiaries and information).

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17.1.3 Recording of all incidents in relevant registers.

17.1.4 Apply and enforce applicable Department of Health policies, systems and procedures.

17.2 The bidders must answer Yes or No on below table:

Requirements	Yes	No
The bidder shall allow its personnel to attend and if necessary, testify in court proceedings, as well as in disciplinary and arbitration proceedings as and when required.		
The contract shall be terminated immediately should the successful bidder no longer qualify as service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).		
The Department reserves the right to inspect the services rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the signed Service Level Agreement.		
The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.		
The bidder shall take all possible steps to ensure that the contract and the intended execution take place.		
The Department reserves the right to conduct security background checks in respect of the recommended bidder and its director(s) by the State Security Agency (SSA). Appointment of successful bidder will be subject to positive background checks.		
The bidder must keep available for inspection, at its headquarters, personnel files as well as all appropriate documents of all security personnel in its service.		
The successful bidder will enter into a Service level Agreement with the department.		

17.3 Regarding phase 4 of the evaluation criteria: physical site inspections will only be conducted for the top 3 companies.

17.4 Pricing must be provided for ad hoc security services such as protection services. Ad hoc services are not part of the total bid price awarded and will be used as and when required.

17.5 Regarding certification of documentation, the department reserves the right to verify the validity and authenticity of the certificates at any point during the bid and contracting process, pre and post award. Bidders must also note that signed CVs are a requirement by the department.

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- 17.6 It is the responsibility of the bidder to ensure that security personnel in its employment always meets the following requirements:

Requirements	Yes	No
Security Officers must have at least Grade 10 and a minimum Grade C PSIRA registration.		
Supervisors must have Grade 12 and Grade B PSIRA registration.		
Security Officers must be able to communicate, read and write preferably in English.		
Security Officers must not be younger than 18 years of age.		
Security Officers must be prepared to work 12-hour shifts.		
Supervisors and registered Security Officers must have undergone and passed the formal security officers training.		
Security Officers must, at all times, present an acceptable image and appearance including that they shall not, lounge about, smoke, eat or drink whilst attending to people		
Supervisors and Security Officers must, at all times, present a dedicated attitude and approach to security, which attitude and approach shall imply inter alia that there shall be no unnecessary arguments with visitors, personnel or discourteous behaviour towards them.		

18 LIABILITY

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

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department will rectify the damages at will and the costs will be recovered from the service provider.

- 18.4 The bidders must have a minimum of R5 Million liability cover in case of any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the department against the service provider. The successful bidder must, within 30 days of appointment present to the department a liability cover of R5 Million from a reputable insurance service provider.
- 18.5 The Bid Evaluation Committee will consider PSIRA pricing structures. Bidders deviating from PSIRA pricing structures by quoting **below** the current year PSIRA illustrative pricing structure (A + B + C) shall be deemed non-compliant and therefore be **disqualified**.
- 18.6 Any bidder who misrepresents itself in the bidding documents shall be disqualified.

19 MANDATORY ADMINISTRATIVE COMPLIANCE

Bidders must submit the following **mandatory** documents:

Administrative Area	Complaint	Non-compliant
Copy of company registration with CIPC (CIPRO). All relevant company documents that give credence to the legality of the company or association.		
Certified copy of company registration with PSIRA		
Attached 41 x police clearances of Security Officers		
Company directors' certified copies of PSIRA registration certificates		
PSIRA letter of good standing not older than 3 months		
Directors' certified copies of identity documents		
Certified copy of COIDA letter of good standing		
Certified Copy of Provident Funds		
Public Liability Cover of 5 million (letter of intent from accredited insurance company)		
Company must attach copy of at least 15 valid uncommitted and dedicated firearm licences in the name of the company.		

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Administrative Area	Complaint	Non-compliant
List of Security Officers possessing firearm competency certificate and attach the competency certificates.		
The company must attach copies of at least 06 valid dog handlers' certificates for Security Officers to be deployed on site.		
The company must attach at least 4 vehicles certificates with the valid vehicle discs in the name of the company or attach lease agreement.		

20 ADMINISTRATIVE COMPLIANCE EVALUATION

- 20.1 Compliance with all Tax Clearance requirements: Attach Tax Compliance Status Pin Certificate, Central Supplier Database Number, where applicable, consortium/joint ventures or sub-contractors, each party to the association must submit separate Tax Clearance requirements.
- 20.2 Bidders are required to adhere to a **one** envelope system which **must** include the proposal **as well as** the pricing schedule, prices are to be announced during the closing time. Lastly the bidder is also required to submit a soft copy of the bid documents on a Universal Serial Bus known as a USB.
- 20.3 A resolution letter authorising a particular person to sign the bid documents. The letter should be in the company's letterhead and should be duly signed.
- 20.4 All Standard Bidding Documents (SBD) should be completed in full.

21 BID EVALUATION CRITERIA

This bid will be evaluated in four (04) phases:

Phase 1: Testing administrative compliance with the eligibility criteria (administrative requirements) mentioned in the preceding paragraphs. This is not a disqualifying criterion.

Phase 2: Bidders will be assessed against the technical (functionality) evaluation criteria as indicated below. The bidder must achieve a minimum of 70 points out of a possible 100 points to proceed to the next phase of evaluation. Bids that fail to achieve the minimum required points will be disqualified and consequently not be considered for further evaluation: and

Phase 3: In this phase bids will be evaluated on a maximum of 80 points (price) and 20 points

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(BBBEE) per the NDoH SCM policy. 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 is a compulsory requirement according to the Value Added Tax Act. If the awarded bidder is not registered as a VAT vendor, it is expected that the bidder will register for VAT within 21 days of being awarded a contract and to also produce proof of registration to the NDoH bid official/s.

Phase 4: The NDoH will visit the premises of the top 3 bidders with the highest scoring points that have qualified from the above phases to conduct site visits and inspections.

22 TECHNICAL/FUNCTIONALITY EVALUATION CRITERIA

The Bid Evaluation Committee (BEC) will assess the extent to which proposals submitted in response to these terms of reference meet the evaluation criteria below.

Functionality Evaluation Criteria Guideline: Bid Scoring

No.	Focus Area	Weight
1.	Experience in the security industry	20
2.	Security Infrastructure	20
3.	Financial capability to carry the project	15
4.	Personnel Resources availability	20
5.	Comprehensive Project Implementation Plan	25

FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
Experience in the security industry	20	Attach company profile with five years' experience in rendering security services in the public and private sector.			5	
		No.	Description	Value		
		1.	Five reference letters experience in rendering security services (5 points)	5		

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FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
		2.	Four reference letters experience in rendering security services (4 points)	4		
		3.	Three reference letters experience in rendering security services (3 points)	3		
		4.	Two reference letters experience in rendering security services (2 points)	2		
		5.	One reference letter with experience in rendering security services (1 point)	1		
		Attach at least five contactable reference letters from organisations that the company has rendered similar services to.			10	
		No.	Description	Value		
		1.	Five reference letters contactable reference letters from organisations that the company has rendered similar services to (5 points)	5		
		2.	Four reference letters contactable reference letters from organisations that the company has rendered similar services to (4 points)	4		
		3.	Three reference letters contactable reference letters from organisations that the company has rendered similar services to (3 points)	3		
		4.	Two reference letters contactable reference letters from organisations that the company	2		

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FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
			has rendered similar services to (2 points)			
		5.	One reference letter with contactable reference letters from organisations that the company has rendered similar services to (1 point)	1		
		Attach letter of awards from previous institutions			5	
		No.	Description	Value		
		1.	9 to 10 attachments of letters of awards with the contracts with minimum value of R5m. (5 points)	5		
		2.	7 to 8 attachments of letters of awards of contracts with the minimum value of R5m. (4 points)	4		
		3.	5 to 6 attachments of letter of awards of contract with the minimum value of R5m. (3 points)	3		
		4.	3 to 4 attachments of letter of awards of contract with the minimum value of R5m. (2 points)	2		
		5.	1 to 2 attachments of letter of awards of contract with the minimum value of R5m. (1 point)	1		

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FOCUS AREA	WEIGHT	CRITERIA	POINTS ALLOCATION	SCORE																		
Security Infrastructure	20	Documentary proof of company's uniform with company logo, security aids, registers with company logo. If the company is an entrant to the market, they should provide proof of capacity to provide the above stated requirements. Additionally, the company should provide proof of Safety equipment in line with specification requirements including radio licences (one (1) point per item) <table><tr><th>No.</th><th>Description</th><th>Value</th></tr><tr><td>1.</td><td>Proof of all the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (5 points)</td><td>5</td></tr><tr><td>2.</td><td>Proof of 4 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (4 points)</td><td>4</td></tr><tr><td>3.</td><td>Proof of 3 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (3 points)</td><td>3</td></tr><tr><td>4.</td><td>Proof of 2 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (2 points)</td><td>2</td></tr><tr><td>5.</td><td>Proof of 1 of the below: uniform, company logo, security aids, registers with company logo and safety equipment. (1 point)</td><td>1</td></tr></table>	No.	Description	Value	1.	Proof of all the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (5 points)	5	2.	Proof of 4 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (4 points)	4	3.	Proof of 3 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (3 points)	3	4.	Proof of 2 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (2 points)	2	5.	Proof of 1 of the below: uniform, company logo, security aids, registers with company logo and safety equipment. (1 point)	1	10	
No.	Description	Value																				
1.	Proof of all the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (5 points)	5																				
2.	Proof of 4 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (4 points)	4																				
3.	Proof of 3 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (3 points)	3																				
4.	Proof of 2 of the below: uniform, company logo, security aids, registers with company logo, and safety equipment. (2 points)	2																				
5.	Proof of 1 of the below: uniform, company logo, security aids, registers with company logo and safety equipment. (1 point)	1																				

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FOCUS AREA	WEIGHT	CRITERIA	POINTS ALLOCATION	SCORE															
		The Bidder should monitor and ensure quality of their services on daily and weekly basis. Attach templates of Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (one (1) point per item). <table><tr><th>No.</th><th>Description</th><th>Value</th></tr><tr><td>1.</td><td>Proof of all the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (5 points)</td><td>5</td></tr><tr><td>2.</td><td>Proof of 4 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (4 points)</td><td>4</td></tr><tr><td>3.</td><td>Proof of 3 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (3 points)</td><td>3</td></tr><tr><td>4.</td><td>Proof of 2 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (2 points)</td><td>2</td></tr></table>	No.	Description	Value	1.	Proof of all the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (5 points)	5	2.	Proof of 4 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (4 points)	4	3.	Proof of 3 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (3 points)	3	4.	Proof of 2 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (2 points)	2	10	
No.	Description	Value																	
1.	Proof of all the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (5 points)	5																	
2.	Proof of 4 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (4 points)	4																	
3.	Proof of 3 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (3 points)	3																	
4.	Proof of 2 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (2 points)	2																	

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FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE																		
		5.	Proof of 1 of the below: Security Standard Operating Procedures (SOPs), Dog handler's (SOPs), Inspection visits reports and Incident reporting and Consolidated report. (1 point)	1																				
Financial capability to carry the project	15	An undertaking by financial institution registered with the Financial Services Provider to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or Commitment by financial institution to provide funding for the bid or alternatively proof of company capability to self-fund (current bank statement) to the value indicated below: <table><tr><th>No.</th><th>Description</th><th>Value</th></tr><tr><td>1.</td><td>Proof of an amount of R5.1m to R6m. (5 points)</td><td>5</td></tr><tr><td>2.</td><td>Proof of an amount of R4.1m to R5m. (4 points)</td><td>4</td></tr><tr><td>3.</td><td>Proof of an amount of R3.1m to R4m. (3 points)</td><td>3</td></tr><tr><td>4.</td><td>Proof of an amount of R2.1m to R3m. (2 points)</td><td>2</td></tr><tr><td>5.</td><td>Proof of an amount of R1m to R2m. (1 point)</td><td>1</td></tr></table>			No.	Description	Value	1.	Proof of an amount of R5.1m to R6m. (5 points)	5	2.	Proof of an amount of R4.1m to R5m. (4 points)	4	3.	Proof of an amount of R3.1m to R4m. (3 points)	3	4.	Proof of an amount of R2.1m to R3m. (2 points)	2	5.	Proof of an amount of R1m to R2m. (1 point)	1	15	
No.	Description	Value																						
1.	Proof of an amount of R5.1m to R6m. (5 points)	5																						
2.	Proof of an amount of R4.1m to R5m. (4 points)	4																						
3.	Proof of an amount of R3.1m to R4m. (3 points)	3																						
4.	Proof of an amount of R2.1m to R3m. (2 points)	2																						
5.	Proof of an amount of R1m to R2m. (1 point)	1																						

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

FOCUS AREA	WEIGHT	CRITERIA	POINTS ALLOCATION	SCORE		
Comprehensive Project Implementation Plan	25	Pre-project phase: • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the timeframes (one (1) point per item).	5			
		<table><tr><th>No.</th><th>Description</th><th>Value</th></tr><tr><td>1.</td><td>Proof of all the below (5 points): • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person </td><td>5</td></tr></table>			No.	Description
No.	Description	Value				
1.	Proof of all the below (5 points) : • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person	5				

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE
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FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
			responsible for the project and the timeframes			
		2.	Proof of 4 of the below (4 points) : • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the timeframes	4		
		3.	Proof of 3 of the below (3 points) : • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security	3		

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DEPARTMENT OF HEALTH OFFICES FOR A PERIOD OF (36) THIRTY-SIX MONTHS**

FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
			programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the timeframes			
		4.	Proof of 2 of the below (2 points): • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the timeframes	2		

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

FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
		5.	Proof of 1 of the below (1 point): • Procurement and delivery of all logistics with clear deliverables, time frames and responsible person. • Recruitment and selection implementation plan with clear deliverables and time frames. • Pre-meeting with the client and site inspection with all security programme plan with clear time frame and responsible person. • Site induction plan with all security personnel plan with time frame and responsible person. • Deployment Plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and the timeframes	1		

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

FOCUS AREA	WEIGHT	CRITERIA	POINTS ALLOCATION	SCORE												
		Project implementation phase: Allocation of roles and responsibility (Manager, Supervisor, Security Officers). Transportation plan and working time plan, parade and inspection plan, patrol and incidents reporting plan, Weekly or monthly meetings with the client and improvement plan (one (1) point per 2 items). <table><tr><th>No.</th><th>Description</th><th>Value</th></tr><tr><td>1.</td><td>Proof of all the below (5 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. • Improvement plan </td><td>5</td></tr><tr><td>2.</td><td>Proof of 4 the below (4 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. • Improvement plan </td><td>4</td></tr><tr><td>3.</td><td>Proof of 3 of the below (3 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan </td><td>3</td></tr></table>	No.	Description	Value	1.	Proof of all the below (5 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. • Improvement plan	5	2.	Proof of 4 the below (4 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. • Improvement plan	4	3.	Proof of 3 of the below (3 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan	3	15	
No.	Description	Value														
1.	Proof of all the below (5 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. • Improvement plan	5														
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FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE	
			• Proof of weekly or monthly meetings with the client. • Improvement plan				
		4.	Proof of 2 of the below (2 points) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. Improvement plan	2			
		5.	Proof of 1 of the below (1 point) • Transportation plan and Working time plan • Parade plan and Inspection plan • Patrol reporting Incidents reporting plan • Proof of weekly or monthly meetings with the client. Improvement plan	1			
		Contingency Plan: Contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes, ad hoc arrangements, fire and electrical, bomb and hostage threat (one (1) point per item).			5		
		<table><tr><th>No.</th><th>Description</th><th>Value</th></tr><tr><td>1.</td><td>Submission of all the below (5 points): • Contingency Plan: Staff shortages. • Contingency Plan: Strikes. </td><td>5</td></tr></table>	No.	Description			Value
No.	Description	Value					
1.	Submission of all the below (5 points) : • Contingency Plan: Staff shortages. • Contingency Plan: Strikes.	5					

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

FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
			- Contingency Plan: Ad hoc arrangements. - Contingency Plan: fire and electrical failures. - Contingency Plan: Bomb and hostage threats			
		2.	Submission of 4 of the below (4 points): - Contingency Plan: Staff shortages. - Contingency Plan: Strikes. - Contingency Plan: Ad hoc arrangements. - Contingency Plan: fire and electrical. - Contingency Plan: Bomb and hostage threat	4		
		3.	Submission of 3 of the below (3 points): - Contingency Plan: Staff shortages. - Contingency Plan: Strikes. - Contingency Plan: Ad hoc arrangements. - Contingency Plan: fire and electrical failures. - Contingency Plan: Bomb and hostage threats.	3		
		4.	Submission of 2 of the below (2 points): - Contingency Plan: Staff shortages. - Contingency Plan: Strikes.	2		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE
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FOCUS AREA	WEIGHT	CRITERIA			POINTS ALLOCATION	SCORE
			- Contingency Plan: Ad hoc arrangements. - Contingency Plan: fire and electrical failures. - Contingency Plan: Bomb and hostage threats.			
		5.	Submission of 1 of the below (1 point): - Contingency Plan: Staff shortages. - Contingency Plan: Strikes. - Contingency Plan: Ad hoc arrangements. - Contingency Plan: fire and electrical failures. - Contingency Plan: Bomb and hostage threats	1		
	100	SUB TOTAL				

The functionality score will be calculated as follows: Each Bid Evaluation Committee (BEC) member will rate each criterion on the score sheet using the following value scale.

Performance	Description	Score
Excellent	Response addresses and exceeds the functionality requirements.	5
Good	Response addresses the functionality requirements.	4
Acceptable	Response partially addresses the functionality requirements.	3
Inadequate	Response poorly addresses the functionality requirements.	2
Incapable	Response significantly poor and does not address functionality requirements.	1

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The value scored for each criterion will be multiplied with the specified weight for each criterion to obtain marks for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

23 Phase 3: Price Evaluation

In terms of the NDoH SCM Policy the application of the B-BBEE Status Level of Contributor will be applied. For this tender, the bidder will be awarded points based on the Preferential point system of 80/20. 80 of the 100 points will be used to assess price and 20 of the points will be assessed through the B-BBEE Status Level per the table below:

BBBEE Status Level of Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

24 PHASE 4 EVALUATION CRITERIA: SITE INSPECTIONS

Site inspections shall be conducted at the physical addresses (premises) provided by the bidders in the bid documents, to verify administrative and infrastructural capacity/compliance to the security industry requirements.

Kindly refer below to the site inspection checklist and evaluation criteria:

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FOCUS AREAS	SUB-CRITERIA	FINDINGS	COMMENTS
Company offices	Company offices on the address disclosed on the bid documents: With office equipment's (desk, chairs, and filing cabinets)		
Communication	Offices of company with Infrastructure, Communication radios and telephones.		
Security Infrastructure and Operation	24 hour operational and manned control room with offsite monitoring including demonstration and testing Emergency plan.		
	Patrol vehicles on site: Documented proof of company vehicles marked and/or unmarked vehicle.		
	Operational Equipment: Uniform, Security aids, Registers and Safety equipment in line with specification requirements including radio licences.		
	15 uncommitted physical firearms and original Licences in the name of the company. Firearm safes and other firearm related requirement.		
Personnel Resources Available	Five personnel files of Employees (Manager x 1,		

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

FOCUS AREAS	SUB-CRITERIA	FINDINGS	COMMENTS
	Supervisor x 1, Security Officer x 3).		

The bidder who does not comply with the site inspection checklist will be disqualified and the second highest bidder will be considered.

SCORE	CLASSIFICATION
0	No response (complete non-compliance)
1	Poor, significantly below requirements
2	Average, below requirements
3	Good, meets requirements
4	Very good, meets requirements
5	Excellent, significantly above requirements

25 BID AWARD AND CONTRACT

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

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

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

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

26 SECURITY CONTRACT ARRANGEMENT

The Directorate: Security Services at Head Office will be responsible for the management of security contract.

The security contract will commence after signing the SLA. The successful service provider will be expected to provide security services for a period of 36 months, from the date of signing the SLA.

27 PAYMENT STRUCTURE

Payment will be affected monthly for the duration of the contract.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE
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28 NON-DISCLOSURE AGREEMENT

All information disclosed concerning the NDoH, its services and stakeholders which may be encountered while rendering services to NDoH is confidential. Furthermore, such confidential information shall not be disclosed in any form to any third party or be used for any purpose other than intended by NDoH without written permission from NDoH. This non-disclosure agreement further extends to subcontractors that you may use in performing services to NDoH. You are responsible for enforcing your subcontractor's compliance therewith.