

Bidder's Information: The Manager/Director

.....
.....
.....

Dear Sir/Madam

INVITATION TO BID: SCM 06/2026/SANC: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF FIVE (5) YEARS AT THE SOUTH AFRICAN NURSING COUNCIL

The South African Nursing Council invites bidders to participate and submit bids/proposals for the appointment of a service providers to submit proposals (or tenders) for security services to be rendered at its premises for a period of five (5) years.

You are requested to complete the tender documents and submit them in accordance with the stipulations mentioned hereunder.

1. The conditions contained in the attached annexures apply.
2. The bid must be deposited inside the **tender box** using the following two (2) methods of submission on or before the closing date and time **(03 November 2026 at 12H00)**.
 - 2.1. **Envelope 01: This envelope shall contain the technical and administrative documentation only, consisting of one (1) original set of the required documents.**
 - 2.2. **Envelope 02: This envelope shall contain pricing documentation only, comprising the completed Pricing Schedule and/or the bidder's formal quotation, consisting of one (1) original set.** The bidder is also required to submit the bid (technical and price proposals) in a **USB flash drive**.
3. The attached forms/annexures, if completed in detail and returned, will form part of your bid submission.
4. Please take note that, this bid will be evaluated in terms of 80/20 Preference Point System.
5. All communication should be made using an email, the cut-off date for all enquiries will be at 12h00 on **29 October 2026**.



Cecilia Makiwane Building,
602 Pretorius Street, Arcadia, Pretoria 0083
Private Bag X132, Pretoria 0001,
Republic of South Africa



Tel: 012 420 1000
Fax: 012 343 5400
SANC Fraud Hotline: 0800 377 377



website: www.sanc.co.za

6. Bid documents must be deposited inside the tender box situated at SANC Reception, Cecilia Makiwane Building, 602 Pretorius Street, Arcadia, Pretoria, 0083 before or on the closing date and time on 03 November 2026 at 12H00 South African time.

DIRECTIVE TO BIDDERS ON COMPLETION OF STANDARD BIDDING DOCUMENT FORMS OF BID PROPOSAL

1. The purpose of this document is to guide bidders on the completion of standard bidding document forms of the SANC bid.
2. The dates on all standard bidding documents must be a date which is within the bid advertising period.
3. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder).

DOCUMENT	DIRECTIVE	COMPLIED/ NOT COMPLIED
Invitation to Bid	The bidder is required to complete this document in full and be signed off. The bidder must tick (circle/erase) "YES OR NO" on this document. The bidder may not ignore any clause and/or write "not applicable (N/A)" unless it is the only option available, e.g., are you a foreign based supplier for the goods/servicers/works offered? If the answer is no, then on the questionnaire to bidding foreign suppliers. The bidder may write N/A.	
Bidder's Disclosure	This document must be completed in full and signed off. The bidder must tick (circle/erase) "YES OR NO" on this document and indicate not applicable where necessary. The bidder must disclose if the company or any of its directors have an interest in other companies or whether they bid or not. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and attached to the bidder's disclosure form. Information captured must be in line with what is captured in the central supplier database.	
Central supplier database report	The bidder must attach a Central Supplier Database report printed from https://secure.csd.gov.za/	
Preference points claim form	The bidder must fully complete this document and sign off. The bidder must allocate correct preference points, the preference points claimed will be verified using the following: - Identity Documents - Broad-Based Black Economic Empowerment Certificate (B-BBEE certificate) - Companies and Intellectual Property Commission disclosure certificate - medical report for disability ownership The bidder must submit the documents above to qualify for preference points.	
Pricing schedule	The bidder must complete the supplied pricing schedule and sign-off. The bidder may add other applicable costs which may not be covered by the SANC pricing schedule. In addition, the bidder must submit a detailed price quotation on the company letterhead.	
Bid proposal	The bidder must submit a detailed bid proposal in line with the specifications/terms of reference	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NURSING COUNCIL					
BID NUMBER:	SCM 06/2026/SANC:	CLOSING DATE:	03 November 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF FIVE (5) YEARS AT THE SOUTH AFRICAN NURSING COUNCIL				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tender Administration		CONTACT PERSON	Maredi Makgolane	
TELEPHONE NUMBER	012 426 9506		TELEPHONE NUMBER	012 420 1030	
E-MAIL ADDRESS	tenders@sanc.co.za		E-MAIL ADDRESS	mmakgolane@sanc.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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:

SECTION A

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION B

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
....., WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION C

NOT APPLICABLE IF THE BIREFING SESSION WAS HELD ON MS TEAM, ONLY APPLICABLE TO PHYSICAL BRIEFING MEETING/SESSION

BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: N/A

Bid Reference No:

Goods/Service/Work: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF FIVE (5) YEARS AT THE SOUTH AFRICAN NURSING COUNCIL

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

SOUTH AFRICAN NURSING COUNCIL
SIGNATURE OF ORGANIZATIONAL REPRESENTATIVE
(PRINT FULL NAMES):

Organization's Stamp With Signature

SECTION D
PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

SBD 3.2

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 12:00	Closing date.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE

ANNEXURE A: Pricing Schedule
(SECURITY/GUARDING PRICING SCHEDULE)

(Bidders must quote according to PSIRA rates; bids that are out of PSIRA rates will be disqualified)

1. DAY SHIFT - GUARD AND POSITION

Year 1			
(Grade)	Quantity		YEAR 1
Grade B (Unarmed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Armed)	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	5	Monthly per person	R
		Monthly for all guards	R
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

2. NIGHT SHIFT - GUARD AND POSITION

(Grade)	Quantity		YEAR 1
Grade B (Armed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C	1	Monthly per person	R

(Unarmed)			
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

3. OTHER COSTS

OVERHEADS	YEAR 1
Monthly Percentage (%)	%
Monthly Amount (ZAR)	R

4. SUMMARY YEAR 1

	YEAR 1
TOTAL ANNUAL FOR GUARDS (DAY SHIFT)	R
TOTAL ANNUAL FOR GUARDS (NIGHT SHIFT)	R
TOTAL ANNUAL OVERHEADS (ZAR)	R
15% VALUE ADDED TAX (INCLUDING OVERHEADS)	R
ANNUAL TOTAL	R

YEAR 2			
1. DAY SHIFT - GUARD AND POSITION			
(Grade)	Quantity		YEAR 2
Grade B (Unarmed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Armed)	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	5	Monthly per person	R
		Monthly for all guards	R
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

2. NIGHT SHIFT - GUARD AND POSITION

(Grade)	Quantity		YEAR 2
Grade B (Armed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	1	Monthly per person	R
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

3. OTHER COSTS

OVERHEADS	YEAR 2
Monthly Percentage (%)	%
Monthly Amount (ZAR)	R

4. SUMMARY YEAR 2

	YEAR 2
TOTAL ANNUAL FOR GUARDS (DAY SHIFT)	R
TOTAL ANNUAL FOR GUARDS (NIGHT SHIFT)	R
TOTAL ANNUAL OVERHEADS (ZAR)	R
15% VALUE ADDED TAX (INCLUDING OVERHEADS)	R
ANNUAL TOTAL	R

YEAR 3			
1. DAY SHIFT - GUARD AND POSITION			
(Grade)	Quantity		YEAR 3
Grade B (Unarmed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Armed)	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	5	Monthly per person	R
		Monthly for all guards	R
		Annual amount	R

TOTAL ANNUAL AMOUNTS	R
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2. NIGHT SHIFT - GUARD AND POSITION

(GRADE)	QUANTITY		YEAR 3
Grade B (Armed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	1	Monthly per person	R
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

3. OTHER COSTS

OVERHEADS	YEAR 3
Monthly Percentage (%)	%
Monthly Amount (ZAR)	R

4. SUMMARY YEAR 3

	YEAR 3
TOTAL ANNUAL FOR GUARDS (DAY SHIFT)	R
TOTAL ANNUAL FOR GUARDS (NIGHT SHIFT)	R
TOTAL ANNUAL OVERHEADS (ZAR)	R
15% VALUE ADDED TAX (INCLUDING OVERHEADS)	R
ANNUAL TOTAL	R

YEAR 4			
1. DAY SHIFT - GUARD AND POSITION			
(GRADE)	QUANTITY		YEAR 4
Grade B (Unarmed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Armed)	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	5	Monthly per person	R
		Monthly for all guards	R

		Annual amount	R

2. NIGHT SHIFT - GUARD AND POSITION

(GRADE)	QUANTITY		YEAR 4
Grade B (Armed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	1	Monthly per person	R
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

3. OTHER COSTS

OVERHEADS	YEAR 4
Monthly Percentage (%)	%
Monthly Amount (ZAR)	R

4 SUMMARY YEAR 4

	YEAR 4
TOTAL ANNUAL FOR GUARDS (DAY SHIFT	R
TOTAL ANNUAL FOR GUARDS (NIGHT SHIFT)	R
TOTAL ANNUAL OVERHEADS (ZAR)	R
15% VALUE ADDED TAX (INCLUDING OVERHEADS)	R
ANNUAL TOTAL	R

Year 5			
1. DAY SHIFT - GUARD AND POSITION			
(Grade)	Quantity		YEAR 5
Grade B (Unarmed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Armed)	1	Monthly per person	R
		Annual amount	R
Grade C	5	Monthly per person	R

(Unarmed)			
		Monthly for all guards	R
		Annual amount	R
TOTAL ANNUAL AMOUNTS			R

2. NIGHT SHIFT - GUARD AND POSITION

(Grade)	Quantity		YEAR 5
Grade B (Armed) Supervisor	1	Monthly per person	R
		Annual amount	R
Grade C (Unarmed)	1	Monthly per person	R
		Annual amount	R
Total Annual Amounts			R

3. OTHER COSTS

OVERHEADS	YEAR 5
Monthly Percentage (%)	%
Monthly Amount (ZAR)	R

4. SUMMARY YEAR 5

	YEAR 5
TOTAL ANNUAL FOR GUARDS (DAY SHIFT)	R
TOTAL ANNUAL FOR GUARDS (NIGHT SHIFT)	R
TOTAL ANNUAL OVERHEADS (ZAR)	R
15% VALUE ADDED TAX (INCLUDING OVERHEADS)	R
ANNUAL TOTAL	R

PRICING SUMMARY FOR THE SECURITY SERVICES FOR A PERIOD OF FIVE YEARS AT SANC BUILDING

SOUTH AFRICAN NURSING COUNCIL		
NO.	ANNUAL COSTS	AMOUNTS
1	YEAR 1	R
2	YEAR 2	R
3	YEAR 3	R
4	YEAR 4	R
5	YEAR 5	R
TOTAL OVERHEADS (ZAR) FOR THE DURATION OF THE CONTRACT		R
SUBTOTAL (VAT EXCL)		R
VAT 15%		R
GRAND TOTAL FOR THE DURATION OF THE CONTRACT (VAT INCLUSIVE):		R

SUMMARY OF SECURITY OFFICERS REQUIRED

Security Grades	Day shift	Night Shift
Grade B	1	1
Grade C	6	1
TOTAL NUMBER OF SECURITY OFFICERS REQUIRED	7	2

NB:

- Suppliers must ensure that they quote using latest PSIRA rates (Area 1 & 2) using Total Direct Cost.*
- Where a price adjustment is applicable, the SANC will consider and approve such adjustment in accordance with the applicable PSIRA rates.*

Required by:

South African Nursing Council

At:

Cecilia Makiwane Building
602 Pretorius Street
Arcadia, Pretorius 0083

- Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery Daily/Monthly/Quarterly/Annually
- Delivery: *Not firm

DECLARATION BY BIDDER:

Iconfirm that the information furnished is correct and true.

I accept that the South African Nursing Council may act against me should this declaration prove to be false.

Name of Bidder:Position

Signature Date:

SECTION E BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

Full Name	Identity Number	Name of organ of state

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

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

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

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

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

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of

reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

SECTION F

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

The specific goals allocated points in terms of this tender	Description of the goals	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	Tenderers who have 100% black ownership	8	
	Tenderers who have 51% to 99% black ownership	5	
	Tenderers who have less than 51% black ownership	0	
Black Women Ownership	Tenderers who have 100% black women ownership	4	
	Tenderers who have 30% to 99% black women ownership	2	
	Tenderers who have less than 30% black women ownership	0	
Black Youth Ownership	Tenderers who have 100% black youth ownership	4	
	Tenderers who have 30% to 99% black youth ownership	2	
	Tenderers who have less than 30% black youth ownership	0	
Disability Ownership	Tenderers who have 20% or more owners with disability	4	
	Tenderers who have less than 20% owners with disability	2	
	Tenderers who have 0% owners with disability	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

1. Definitions

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 anything 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 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 that 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 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. Inspections, tests and analyses

- 7.1. All pre-bidding testing will be for the account of the bidder.
- 7.2. 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.

- 7.3. 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.

Any contract supplies may on or after delivery be inspected, tested or analysed 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. Delivery and documents

- 8.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract.

9. Insurance

- 9.1. 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.

10. Transportation

- 10.1. Should a price other than an all-inclusive delivered price be required.

11. Incidental Services

- 11.1. The supplier may be required to provide any or all of the following services, including additional services.

- (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.

- 11.2. 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.

12. Spare parts

- 12.1. 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.

13. Warranty

- 13.1. 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.
- 13.2. 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.
- 13.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 13.4. Upon receipt of such notice, the supplier shall, within the period specified in contract and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 13.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in contract, 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.

14. Payment

- 14.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in line with SANC requirements.
- 14.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 14.3. 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.
- 14.4. Payment will be made in Rand unless otherwise stipulated in contract.

15. Prices

- 15.1. 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 by SANC or in the purchaser's request for bid validity extension, as the case may be.

16. Contract amendments

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

17. Assignment

- 17.1. 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.

18. Subcontracts

- 18.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these 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.

19. Delays in the supplier's performance

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

20. Termination for default

- 20.1. 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.
- 20.2. 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.

- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

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

- 20.7. 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.

21. Anti-dumping and countervailing duties and rights

- 21.1. When, after the date of bid, provisional payments are required, or antidumping 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.

22. Force Majeure

- 22.1. 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.

- 22.2. 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.

23. Termination for insolvency

- 23.1. 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.

24. Settlement of Disputes

- 24.1. 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.
- 24.2. 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.
- 24.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 24.4. Mediation proceedings shall be conducted in accordance with the rules of procedure by SANC.
- 24.5. 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.

25. Limitation of liability

- 25.1. Except in cases of criminal negligence or wilful 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.

26. Governing language

- 26.1. 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.

27. Applicable law

27.1. The contract shall be interpreted in accordance with South African laws.

28. Notices

28.1. 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

28.2. 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.

29. Taxes and duties

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

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

29.3. 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.

30. National Industrial Participation (NIP) Programme

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

31. Prohibition of Restrictive practices

31.1. 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).

31.2. 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.

SECTION G

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. CONTRACT PERIOD

- 1.1 The contract period stipulated in the terms of reference/ specification is considered a valid contract period.
- 1.2 SANC reserves the right to extend or cancel the contract, pending available funding and satisfaction with service delivery.

2. ACCEPTABLE BIDS/OFFERS

- 2.1 The SANC may request interviews/presentations/pitching sessions with shortlisted Suppliers/ service providers before the final selection is made.
- 2.2 The SANC will not be liable for any cost incurred by a supplier /service provider in the process of responding to this bid, including on-site presentations and the preparation of the proposal.
- 2.3 The SANC will not consider any late quotations. All bids submitted after the stipulated closing date and time will not be disqualified.
- 2.4 Any effort by the supplier/ service provider to influence bid evaluation members, bid comparisons or bid award decisions in any manner, will result in rejection of the bid concerned.
- 2.5 The successful supplier/ service provider will be informed in writing with an appointment letter or per an official order.
- 2.6 **The bids have a validity period of 120 days from date of closure.**
- 2.7 Where it is discovered that an advantaged company used a disadvantaged person, as a “front” to acquire a bid, such company will be disqualified, and the bid shall be withdrawn.
- 2.8 Only bids complying with all requirements as stipulated in the Terms of Reference/Scope of Work or Specification will be regarded as acceptable.
- 2.9 Bids will be evaluated based on mandatory requirements, functionality (if applicable), Specific goals and other conditions stipulated in the terms of reference/ specification.
- 2.10 The supplier/ service provider must submit all requirements indicated in the bid documents at the closing date and time of the request for the bids. Supplier/ service provider who fail to comply with any of the mandatory and other requirements will be disqualified.

3. SUBMISSION OF BIDS/ RETURNABLE DOCUMENTS

- 3.1 The supplier/ service provider will be required to submit their bids /proposals in a tender box situated at the Reception of the Cecilia Makiwane Building.
- 3.1.1 Tenderers are required to submit a completed request for quotation pack (this documents), including:

- a) Duly completed and signed bid documents.
 - b) Adherence to requirements relating to all returnable documents will prove compliance with specific requirements as stipulated in the terms of reference at the closing date and time.
- 3.2 Any supplier/ service provider who fails to comply with any requirement of the bid, at the discretion of the evaluation team, will be regarded as non-compliant and as a result be rejected.

4. PAYMENTS

- 4.1 SANC undertakes to pay delivery validated invoices in full within thirty (30) days from the invoice date or upon agreed payment intervals as accepted in the contract. All invoices should be sent to the following email address: sancinvoices@sanc.co.za.
- 4.2 No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider will be validated for payment.
- 4.3 Invoices should be emailed, or hand delivered to SANC timeously.
- 4.4 The invoices should be original and must be accompanied by an inspection certificate and/or proof of delivery.

5. SUPPLY / DELIVERY VALIDATION

- 5.1. The certificate and the related report of delivery/installation/ progress milestone/commissioning will be validated by a SANC representative prior to payment of final invoices.

6. TAX COMPLIANCE REQUIREMENTS

- 6.1. It is a condition of this bid that the tax matters of the successful supplier/ service provider are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tax obligations.
- 6.2. The Tax Compliance status requirements are also applicable to potential foreign suppliers, service providers or individuals who wish to submit the bid.
- 6.3. It is a requirement that a supplier/ service provider grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the contract disclose the tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 6.4. The Suppliers/ service providers are required to be registered on the Central Supplier Database (CSD) and the SANC shall verify the tax compliance status through the CSD or through SARS.
- 6.5. Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the CSD or through SARS.
- 6.6. The supplier/ service provider who are not tax compliant will be notified of their non-compliant status and be given seven (7) calendar days to rectify their tax compliance status with SARS, failure your bid will be disqualified.

- 6.7. The SANC will not award a bid to any supplier/ service provider whose tax matters are not in order.

7. VALUE ADDED TAX

- 7.1. All contract prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax. Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

8. NEGOTIATIONS

- 8.1. The SANC to negotiate with one or more preferred supplier(s)/ service provider(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other supplier(s)/ service provider(s) who have not been awarded the status of the preferred supplier(s)/ service provider(s).

9. PRICE QUALIFICATION

- 9.1. Prices for this contract are firm.
- 9.2. All prices shall be quoted in South African rands (ZAR).
- 9.3. The bid prices shall be given in the units shown and will be awarded as a whole, not per item.
- 9.4. **Prices must be inclusive of delivery cost and all taxes.**
- 9.5. Please note that the foreign exchange risk in case of imported goods and service is for the account of the supplier/ service provider.
- 9.6. Non-firm prices (including prices subject to the rate of exchange variation) will not be considered.
- 9.7. No changes or extensions or additional ad-hoc costs are accepted once the contract has been awarded and/or signed.
- 9.8. Detailed information is optional and is provided as Annexures to the details of the bid.

10. COMMUNICATION

- 10.1. Communication will only be restricted to Supply Chain Management Officials.
- 10.2. The South African Nursing Council may request clarification in writing regarding the information provided by bidders. Supplier(s)/ service provider(s) are to supply the required information within the specified period. Failing to do so will **invalidate** your bid.

11. INTELLECTUAL PROPERTY

- 11.1. All the information contained in this document is intended solely for the purpose of assisting supplier(s)/ service provider(s) to prepare their bid. Any use of the information contained herein for another purpose than those stated in this document is prohibited.
- 11.2. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SANC to the supplier(s)/ service provider(s), both

successful and unsuccessful, remain the property of the SANC.

12. SUPPLIER DUE DILIGENCE

- 12.1. SANC may conduct due diligence to all shortlisted supplier(s)/ service provider(s) to identify their specific capabilities and financial stability.
- 12.2. The SANC may visit the premises of the supplier(s)/ service provider(s) or that of their suppliers.
- 12.3. Some of the key elements that should be documented and included during the comprehensive supplier analysis/due diligence include: the current workload of the supplier, cost structure of the BID, the financial status of the supplier(s)/ service provider(s) the previous customer satisfaction levels, the support capabilities, their relative strength, weaknesses and core capabilities, how SANC fits into the supplier(s)/ service provider(s) business and how the supplier(s)/ service provider(s) is viewed by the public, etc.
- 12.4. Supplier(s)/ service provider(s) may be required to provide names of traceable references who may also be visited to confirm their testimonials.

13. DISPUTES

- 13.1. The relevant bidder agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant authority for a ruling and such ruling shall be final.

14. PREFERENCE POINTS CLAIM (SPECIFIC GOALS)

- 14.1. Proof of Specific goals Ownership and verification may be conducted in various forms including but not limited to the following documents namely: - CIPC documents, valid copy of B-BBEE certificate, copy of Identity document, medical report for disability ownership and declaration letter signed by the tenderer. Failure to attach proof, the tenderer will be allocated 0 points on specific goals.

15. JOINT VENTURE/ TRUST/ CONSORTIUM

- 15.1. A trust, consortium or joint venture must submit an agreement to be recognized as an entity.
- 15.2. A trust, consortium or joint venture will qualify for points for their specific goals as a legal entity, provided that the entity submits their B-BBEE status level certificate. CIPC documents, copy of Identity document, medical report for disability ownership and declaration letter signed by the tenderer. Failure to attach proof, the tenderer will be allocated 0 points on specific goals.

SECTION H

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I)	(II)	(III)	(IV)	(V)	(VI)	
CLOSE CORPORATION	COMPANIES	SOLE PROPRIETOR	PARTNERSHIP	CO-OPERATIVE	JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as: hereby authorise

Mr/Mrs/Ms..... acting in the capacity of whose signature is.....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION I
TERMS OF REFERENCE (ToR):

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF FIVE (5) YEARS AT THE SOUTH AFRICAN NURSING COUNCIL

1. PURPOSE:

- 1.1. The South African Nursing Council (SANC) hereby invites suitably qualified and experienced service providers to submit proposals (or tenders) for security services to be rendered at its premises for a period of five (5) years.

2. BACKGROUND:

- 2.1. SANC requires the services of a security company to be rendered at 602 Pretorius Street, Arcadia, 0083. The service provider must be qualified, experienced and credible to provide security services. The service provider must be PSIRA accredited.

3. SCOPE OF WORK AND DELIVERABLES:

The security officers will be required to perform the following, but not limited to, security duties.

3.1 Act as authorized officers, in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, which entail requesting a person who require entry into the premises to:

- 3.1.1** Furnish his/her name, address and any relevant information required by the authorized officer;
- 3.1.2** Produce proof of his/her identity to the satisfaction of the authorized officer;
- 3.1.3** Declare whether he/she has any dangerous object in his possession or custody or under his/her control;
- 3.1.4** Declare what the contents of any vehicle, suitcase, attached case, bag, handbag, folder, envelope, parcel or container of any nature which he/she has in his/her possession or custody or under his/her control, and show those contents to him/her;
- 3.1.5** Subject him/herself and anything which he/she has in his/her possession or custody or under his/her control to an examination by electronic or other apparatus in order to determine the presence of any dangerous object;
- 3.1.6** Hand to an authorized officer anything which he/she has in his/her possession or custody or under his/her control for examination or custody until he/she leaves the premises.

3.2 Perform Access Control duties which entail:

- 3.2.1** Recording visitors' particulars in a Visitors' Register and booking them out on departure.
This should include the driver and all passengers in a vehicle, and pedestrians.
- 3.2.2** Ensure all SANC staff use Biometric System when entering and exiting the premises.
- 3.2.3** Recording details of all SANC staff members visiting the premises after normal working hours in After-hours register.
- 3.2.4** Recording all events/ incidents in the prescribed Occurrence Book.
- 3.2.5** Advising SANC Facilities Management personnel of all access control implications, deficiencies, or imminent or perceived security crime risks occurring at the entrance gate or its vicinity.
- 3.2.6** Ensuring that traffic congestion do not occur at the entrance gate during peak hours, by directing incoming visitors' vehicles into the first parking bays where access control can be completed, while making way for SANC staff members.
- 3.2.7** Enforcing the parking plan as per allocation of parking for SANC employees and visitors.
- 3.2.8** Perform other access control duties as may be instructed from time to time.

3.3 Patrol Duties:

- 3.3.1** Patrol duties shall entail patrolling SANC premises regularly day and night.
- 3.3.2** The Service Provider shall provide a patrol monitoring equipment (Clocking stick) which shall be used as a patrol tool for the security officer's after-hours.
- 3.3.3** Protect the SANC staff members against injuries, death or any other offence including Schedule 1 offence of the Criminal Procedure Act 51 of 1977, as amended.
- 3.3.4** Protect the property of SANC at the site against theft, vandalism or any other criminal activity.
- 3.3.5** Ensure that all strategic installations, vulnerable points or key areas are frequently checked to maintain their safety and security against intrusion for any unauthorized purpose.
- 3.3.6** Check for intruders, identify strangers and ascertain their right to be present in that particular area or building.
- 3.3.7** Check and report/record on physical problems along perimeter fence.
- 3.3.8** Check that all outer doors, windows and gates are secure each time the patrol passes. A physical examination of each point is required.
- 3.3.9** Check for actual or potential fire hazards and risks.
- 3.3.10** Check for potential safety hazards and report them to SANC's Facilities Management team.

3.4 Events Security:

3.4.1 Assist SANC to coordinate and render event security as may be required from time to time, for example during protest action.

3.4.2 The SANC may require additional security guards on the same rate for that particular year/period.

3.5 On-site supervision and Reporting Protocol:

3.5.1 The security officers provided and placed on site by the Service Provider shall be subject to day-to-day supervision by the SANC Facilities Management personnel. Such supervision shall include, but is not limited to:

- b) Giving instructions and orders
- c) Redeploying the security officers within the premises as may be necessary.
- d) Perusing security registers and any other relevant material used by the security officers.

3.6 Security Operations Procedures:

3.6.1 The successful bidder will be expected to submit, to SANC, their own security operation procedures for discussion and approval by SANC.

3.6.2 The successful bidder will be expected to ensure that all SANC assets are recorded when entering and exiting the premises (e.g. laptops, monitors.... etc)

3.7 Security Officers (Educational Level and Experience):

3.7.1 The security officers must have a minimum of Grade 12 (Matric). **The qualification (minimum requirements) of the personnel, to be deployed at SANC premises, will be confirmed before signing or finalising the contract.**

3.7.2 The security officers must be registered in terms of the Private Security Industry Regulation Act 56 of 2001 and accredited by the Private Security Industry Regulatory Authority (PSIRA).

3.7.3 Security officers must be able to read and write in English.

3.7.4 Security officers must have a minimum of two years (2) security services experience.

3.8 Security Uniform and Identification:

3.8.1 The security officers will at all times while on duty be dressed in a neat, clean and clearly branded corporate uniform, which will include rain coats/ jackets to suit weather conditions. **No combat uniforms will be allowed.**

3.8.2 A clear identification card of the service provider with the member's photo shall be worn conspicuously on his outer garment at all times.

3.9 General Requirements for Security personnel:

- 3.9.1** Security officers must always present an acceptable image and appearance which implies inter alia that they may not smoke, eat, drink or be under the influence of drugs, substances or alcohol while attending to clients.
- 3.9.2** They must at all-time present a professional and dedicated attitude/ approach, which shall imply, inter alia that there shall be no unnecessary conflict with visitors/ staff or discourteous behaviour towards them.
- 3.9.3** They must be physically and mentally fit to execute their security duties.
- 3.9.4** The service provider or its security officers will under no circumstance divulge, furnish or disclose any confidential information concerning SANC or any other Stakeholders' activities to the public or news media. **SANC reserves the right to have confidentiality agreement signed with all security personnel deployed at its premises.**
- 3.9.5** The security officers will be properly trained to use equipment identified in the bid, including any replacements.

3.10 Shifts: (as per PSIRA regulations)

- 3.10.1** Day Shift: 06:00 to 18:00 (Monday to Sunday, weekends and Public Holidays included).
- 3.10.2** Night Shift: 18:00 to 06:00 (Monday to Sunday, weekends and Public Holidays included).

3.11 Inspections by Supervisors/ Management Staff:

- 3.11.1** Supervisory/ managerial staff of the service provider must inspect the security officers at least once a day i.e. one inspection during dayshift or nightshift.

3.12 Security Aids and Equipment:

- 3.12.1** Occurrence Books
- 3.12.2** Access Control Registers
- 3.12.3** Have a fully equipped security control room (Operating 24 hours a day, seven days a week) for constant communication with security officers on site, i.e. reporting on duty, regular security status report, emergency situations, etc.
- 3.12.4** Two-way radios.
- 3.12.5** Fully licenced firearm/s (to be issued only to certified personnel)
- 3.12.6** Hand held metal detectors.
- 3.12.7** Portable torches.
- 3.12.8** Expandable batons.
- 3.12.9** Handcuffs.
- 3.12.10** Clocking stick

3.13 Number of Security Personnel: (it is the responsibility of the service provider to ensure that nine (9) security personnel are on site)

3.13.1 Day Shift:

- 1 x Shift supervisor, Grade B security personnel.
- 1 x Grade C security personnel (with a firearm competency certificate, will be expected to carry a firearm on site at all times)
- 5 x Grade C security personnel, a minimum of two being female (unarmed).

3.13.2 Night Shift: (it is the responsibility of the service provider to ensure that two (2) security personnel are on site)

- 1 x Shift supervisor, Grade B security personnel (with a firearm competency certificate, will be expected to carry a firearm on site at all times).
- 1 x Grade C security personnel.

3.14 Provision of Additional Personnel and Support as and when Required by SANC:

3.14.1 The successful bidder must provide additional security personnel in cases of labour disputes on condition that the additional personnel comply with the minimum requirements as per the terms and conditions of the bid. The additional security personnel could be in the form of additional guards (armed and/or unarmed) or K9 (dog handling) security officer.

3.14.2 SANC, through Facility Management, must be notified prior to the placement of alternative personnel.

3.14.3 The service providers' control room should be around Tshwane.

3.14.4 The successful bidder must be able to provide armed response support team in case of emergency.

4. REPORTING REQUIREMENT

4.1 The SANC will provide induction training to the appointed service provider before the acceptance of contract.

4.2 The bidder must complete the timesheet and must be submitted to Facilities Management personnel on a weekly basis.

4.3 The timesheet of the month must correspond with the invoice submitted for payment purposes.

4.4 The bidder will be requested to submit a written accident report within twenty-four (24) hours after the accident.

4.5 The Facilities Management will conduct quarterly performance meetings for the duration of the contract. Ad-hoc meeting will be conducted as or when necessary.

- 4.6 The bidder must compile the hand over report at the end of contract and facilitate orientation to the new bidder.

5. GENERAL CONDITIONS

- 5.1. The bidder will be requested to provide Proof of Accreditation from Private Security Industry Regulatory Authority (PSIRA) of the seven (7) day shift and two (2) night shift or more personnel who will be deployed on-site.
- 5.2. The bidder will be requested to provide confirmation of full compliance with regards to payment of workers in line with the Sectoral Determination for securities. **NB: the SANC reserves the right to require the service provider to confirm in the form of a signed letter that their staff are paid in line with the latest Sectoral Determination for securities during the duration of the contract.**
- 5.3. The SANC shall have the right to terminate the contract if the service provider fails to comply with the applicable Labour Legislations.

6. QUARTERLY MONITORING PERFORMANCE

- 6.1. The South African Nursing Council (SANC) shall conduct performance monitoring of the Service Provider on a quarterly basis throughout the duration of the contract.
- 6.2. In the event that the Service Provider receives an unsatisfactory or negative performance outcome in all four (4) consecutive quarterly assessments, the SANC reserves the right to terminate the contract with immediate effect, without penalty or further obligation, by providing written notice to the Service Provider. Such termination shall be based on documented performance reports and shall not prejudice any other rights or remedies available to SANC under this Agreement or applicable law.

7. PAYMENT METHOD

- 7.1. SANC undertakes to pay delivery validated invoices in full within thirty (30) days from the invoice date.
- 7.2. No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the Service Provider will be validated for payment.
- 7.3. Invoices must be emailed or hand delivered to the SANC timeously.
- 7.4. The invoices should be original.
- 7.5. The SANC may process partial payment according to the amount of work completed.

8. EVALUATION PROCESS

- 8.1 The SANC will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA) and its regulations. A copy of the PPPFA regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the PPPFA, submissions will be adjudicated on 80/20 points system and the evaluation criteria. This bid

will be evaluated in five (5) phases, namely: Administrative Compliance, Mandatory Requirements, Functionality, due diligence and Price & Specific goals.

8.1.1 Phase 1: Administrative Compliance:

Document that must be submitted	Returnable Documents
Invitation to Bid	Complete and sign the supplied pro forma document.
Tax Status	Proof of Registration on National Treasury - Central Supplier Database (attach CSD report/ provide the CSD supplier number).
Bidders' Disclosure	Complete and sign the supplied pro forma document.
Preference Point Claim Form	- Non-submission of Preference Point Claim Form will lead to a zero (0) score on Specific Goals. - Proof of Specific goals Ownership and verification will be confirmed using the following documents namely: ✓ CIPC documents, ✓ valid copy of B-BBEE certificate, ✓ copy of Identity document, or ✓ medical report for disability ownership NB: Failure to attach proof, the tenderer will be allocated 0 points on specific goals

8.1.2 Phase 2: Mandatory Requirements:

Document that must be submitted	Failure to comply with the mandatory requirements will invalidate the entire proposal	
Compulsory Site briefing session	YES	The compulsory site briefing will be held as follows: Date: 23 October 2026 Time: 11:00am Venue: 602 Pretorius Street, Arcadia, 0083 NB: The bidders must submit their bids with the attendance certificate.
Accredited statutory regulator/regulatory authority	YES	Proof of Accreditation from Private Security Industry Regulatory Authority (PSIRA). ▲ Valid copy of PSIRA certificate of the company ▲ Valid letter of good standing of PSIRA for the company

Document that must be submitted	Failure to comply with the mandatory requirements will invalidate the entire proposal	
		▲ Valid copy of PSIRA certificate for the Director/(s) NB: The SANC reserves the right to verify the authenticity of the certificate with the relevant authority.
Company Compliance Certificate/Letter	YES	• Provide a valid letter of good standing from Department of Employment and Labour: Compensation for Occupational Injuries and Diseases Act 130, 1993 as amended (COIDA) • Provide a valid letter of Unemployment Insurance Fund (UIF) from Department of Employment and Labour • Provide a valid proof of firearm license • Provide a valid proof of a two-way radio programmed to the service providers frequency NB: Letter to tender will not be accepted. NB: The SANC reserves the right to verify the authenticity of the certificate/letter with the relevant authority.
Written price schedule	YES	• Submit a detailed written price schedule (as provided)

8.1.3 Phase 3: Functionality

Any proposed bid which does not meet a minimum threshold of **70 points out of 100 points** will not be considered further.

The following formula will be used to convert to the points scored against the weight:

$$P_s = \left(\frac{S_o}{M_s} \right) \times 100$$

Where:

P_s = Percentage scored for functionality by bid under consideration

S_o = Total score of bid under consideration

M_s = Maximum possible score

The following criteria and weights shall apply when considering bids:

Criteria	Weighting/ Points
1. Company experience: (company profile) ⬆ The Company must have a minimum of five (5) years' experience, delivering security services. ⬆ A company profile must demonstrate the following: ⬆ Physical guard, emergency (armed respond and patrolling services) Allocated points: ⬆ 10 years and more in delivering security services = 10 Points ⬆ Between 5 - 9 = 05 Points ⬆ Less than 5 Years = 0 Points	10
2. Reference letters ⬆ A minimum of (3) reference letters from government institutions/ municipality, public entities and corporates institutions rendering the security services not older than five (5) years. ⬆ Reference letter must be on client letterhead and contain the following: nature of service, value of projects and duration, date, name and surname of contact person (telephone or e-mail address). NB: Reference letters from sub-contracting work must accompanied by Service Level Agreement between the main contract and awarding institution. The main contract and sub-contractor must also submit the signed SLA. NB: The SANC reserves the right to verify the authenticity of the reference letters. Allocated points: ⬆ 10 and more reference letters = 20 Points ⬆ Between 5 - 9 reference letters = 10 Points ⬆ Between 3 - 4 reference letters = 05 Points ⬆ Less than 3 reference letters = 0 Points	20
3. Office location ⬆ The bidders are required to submit proof of office location. The company name should be on the municipal bill or councillor's letter of residential confirmation or valid lease agreement or letter from traditional authority. Allocated points: ⬆ Office location in Tshwane (15 points)	15

Criteria	Weighting/ Points
Office location outside Tshwane (0 points)	
4. Competency and experience of key personnel 4.1. Experience of the Project Manager / Account Manager - The Project Manager / Account Manager must have a minimum of three (3) years' experience in managing security service projects. Provide copy of a CV/ Resume of the Project Manager/ Account manager, detailing the relevant years of experience. Allocated points: Level of experience in managing security service projects: 5 years' and more = 10 Points 3 to 4 years = 05 Points - Less than 3 years' = 0 Points 4.2. Security Supervisor Experience and Qualifications The bidder must submit the CV of Security Supervisor with a minimum of Grade 12 (Matric), minimum of 3 years' experience in security services and must be able to read and write in English. Allocated points: 4.2.1. Experience: 3 years and more = 10 Points 1 year to 2 years = 05 Points - Less than 1 year = 0 Points 4.2.2. Education - Minimum of Grade 12 = 03 Points - Valid PSIRA Grade B and more = 02 Points - Not attached qualification = 0 Point	25

Criteria	Weighting/ Points
5. Risk Management Plan The bidder must indicate in detail how they are going to manage the accidents/emergency. • Contingency Plan • Strike Management Plan • Fire and Bomb Plan • Theft Plan • SANC special request Allocated points: Demonstrates: ⬆ Contingency Plan = 05 points ⬆ Strike Management Plan = 05 points ⬆ Fire and Bomb Plan = 05 points ⬆ Theft Plan = 05 points ⬆ SANC special request = 05 points ⬆ No submission of the information required above will result into 0 points	25
6. Security management and visibility The service provider must demonstrate the following: ⬆ The functionality of operational security control room. ⬆ Operation and functional safety of equipment ⬆ Visibility of branding of vehicles ⬆ Branding of uniform ⬆ Nametags Allocated points: Demonstrate: ⬆ The functionality of operational security control room = 1 points ⬆ Operation and functional safety of equipment = 1 points ⬆ Visibility of branding of vehicles = 1 points ⬆ Branding of uniform = 1 points ⬆ Nametags = 1 points ⬆ No submission of the information required above = 0 points	5
Total	100

*Only bidders who meet or exceed the stipulated **70% functionality threshold** will be considered for further evaluation through the due diligence process*

8.1.4 Phase 4: Due diligence

- 8.1.4.1. SANC will conduct a due diligence assessment of the bidders in accordance with the criteria and scoring methodology stipulated in the tender document. A bidder must obtain a minimum score of **7 out of 10 points (70%)** in the due diligence assessment to qualify for further evaluation (*see annexure B*).
- 8.1.4.2. Bidders who obtain a score of less than **7 out of 10** points will be deemed non-responsive to the due diligence requirements and will not proceed to the final stage of the evaluation process which will be evaluation of Price and Specific Goals.
- 8.1.4.3. Only bidders who meet or exceed the minimum threshold of 7 out of 10 points will proceed to the evaluation of Price and Specific Goal.

8.1.5 Phase 5: Evaluation on Price and Specific Goals

8.1.5.1. Price Calculations

The following formula must be used to calculate points out of 80 for price in respect of an invitation for a tender with a rand value from R 2000.00 to or below R50 millions inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid or offer under consideration

P_{min} = Price of lowest acceptable bid or offer.

8.1.5.2. ALLOCATION OF PREFERENCE POINTS BASED ON SPECIFIC GOALS

The South African Nursing Council tenders will be evaluated on the following specific goals premised on addressing the legacy of apartheid's historical injustices, with a consideration on the following categories (of Historically Disadvantaged People - HDP) using race, gender, youth, and people with disability.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Preferential points will be allocated as per table below:

Specific goal	80/20 Preference Point system
Black Ownership	8
Black Women Ownership	4
Black Youth Ownership	4
Disability Ownership	4
Total Points allocated to Specific Goals	20

Black Ownership points will be awarded to a Tenderer who has a 51% or more black ownership. Black ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for black ownership will be awarded as follows:

Black Ownership	80/20 Preference Point system
Tenderers who have 100% black ownership	8
Tenderers who have 51% to 99% black ownership	5
Tenderer who have less than 51% black ownership	0

Black women ownership points will be awarded to a Tenderer who has a 30% or more black women ownership. Black women ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for black women ownership will be awarded as follows:

Black Women Ownership	80/20 Preference Point system
Tenderers who have 100% black women ownership	4
Tenderers who have 30% to 99% black women ownership	2
Tenderers who have less than 30% black women ownership	0

Black youth ownership points will be awarded to a Tenderer who has a 30% or more black youth ownership. Black youth ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for black youth ownership will be awarded as follows:

Black Youth Ownership	80/20 Preference Point system
Tenderers who have 100% black youth ownership	4
Tenderers who have 30% to 99% black youth ownership	2
Tenderers who have less than 30% black youth ownership	0

Disability Ownership points will be awarded to a Tenderer who has a 20% or more disability ownership owners. Disability ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

Preferential points for disability ownership will be awarded as follows:

Disability Ownership	80/20 Preference Point system
Tenderers who have 20% or more owners with disability	4
Tenderers who have less than 20% owners with disability	2
Tenderers who have 0% owners with disability	0

NB – The SANC will verify the Tax status outcome on the CSD report/ SARS e-Filing report:

- i. A bidder whose tax status is Non-Compliant will be notified of their tax matters and must meet their outstanding tax obligations within seven (7) days.
- ii. Should the bidder fail to provide a written proof of their tax compliance status within Seven (7) days, the SANC will reject the bid submitted by the bidder

ANNEXURE A

SECURITY DUE DILIGENCE FORM

No.	Equipment	Verify	Score
1	24 hours operational security control room	Functionality and condition	X/5
2	Two-way radios	Fondition and functionality	X/1
3	Hand-held metal detectors	Availability and functionality	X/1
4	Panic/emergency equipment	Availability and response arrangements	X/1
5	Patrol vehicles	Availability and condition (branded)	X/2
	Total score		<u>X</u> 10