PART A **SBD 1**
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ECDOH					
BID NUMBER:	**SCMU3-2627-0092-HO**	**CLOSING DATE: 14 DECEMBER 2026**		**CLOSING TIME:**	**11:00 a.m.**
DESCRIPTION	**PROCUREMENT OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.**				
SUBMISSION	**BID RESPONSE DOCUMENTS MUST BE SUBMITTED ONLINE VIA E-TENDER PORTAL**				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	Mr B Sijadu		CONTACT PERSON	Mr B Sijadu	
TELEPHONE NUMBER	043 708 1782		TELEPHONE NUMBER	043 708 1782	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	buntu.sijadu@echealth.gov.za		E-MAIL ADDRESS	buntu.sijadu@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	**MAAA**

PROCUREMENT OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.

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 QUESTIONAIRE 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 2
TERMS AND CONDITIONS

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

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2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	Means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising. • The cover page and the table of content and definitions • Part 1 which details the Conditions of Bid. • Part 2 which details the Conditions of Contract and Operational Requirements. • Part 3 Details of the bid strategy • Part 4 – Terms of Reference with specification and cost reduction strategy relating to the services • Part 5 – which contains all the requisites of bid forms and certificates As read with GCC – General Conditions of Contract
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;
Terms of Reference	means the Terms of Reference contained in Part 4 of this invitation to bid;

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with their bids. Bidders must take careful note of the special conditions.

2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 **It is a requirement that bidders register on Central Supplier Database before submitting the bid and submit CSD documents. Failure to register may invalidate your bid.**

2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided, and the bidder should refer to such annexure in the form or certificate provided.

2.5 The Director of the successful Service provider will be required to attend meetings with the Facilities Management throughout the duration of the contract and ensure that 100% of the workforce is from the local area per facility.

2.6 Training Programs

The bidder must submit a comprehensive and detailed training programs for all staff appointed under this contract within prescribed guidelines under the following categories.

- Use of cleaning equipment
- Use of cleaning materials
- Use of disinfectants, including dilution.
- Use of detergents, including dilution.
- Implementation of infection control procedures including but not limited to personal protective equipment to be worn.

2.7 Contingency Plan

The successful bidder is required to render an un-interrupted service during:

- Strikes
- Leave and absenteeism

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

All bids must be received before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.

Guide: How to submit a response to the E-tender Portal
1. ***(https://www.etenders.gov.za/)***
2. Click "Login".
3. Select "Supplier Login".
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.
8. Click on "Start eSubmission Process".
9. Select Supplier
10. Click "Start response".
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.
If you experience difficulties on eSubmission please contact:
012 406 9229 / 012 406 9222 or email etenders@treasury.gov.za

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. BID BRIEFING

5.1 There will be no bid briefing held.

6. TAX CLEARANCE

It is a requirement that bidders are tax compliant before submitting the bid document.

Tax will be verified on the Central Supplier Database.

7. PRICING

7.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents. **It is a requirement of this bid that the bid price be firm for the first year. Price adjustments will be allowed as per Sectorial Determination for the other remaining period (where applicable).**

7.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

7.3 It is an express requirement of this invitation to bid, that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule B. All quotations must be in line with the gazetted labour rates.

7.4 All price quotations must be in line with the price index and gazetted sectorial determination labour rates.

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule C.

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5

10. CONSORTIUM/JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services. A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

10.1 It shall be signed so as to be legally binding on all consortium members.
10.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
10.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium.
10.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
10.5 Each party to the Consortium must submit a consolidated PROOF OF SPECIFIC GOALS claimed for every separate bid.

11. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5

Bidders must also utilize 100% local workforce for the facilities per area.

12. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule D contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder claiming Points for Specific Goals and must return all supporting documents to claim such points.

13. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

14. ACCEPTANCE OF BIDS

The State, the Eastern Cape Provincial Government and the ECDoH (as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems

to be in the best interest of the State, even if it implies a waiver by the State, the Eastern Cape Provincial Government or the ECDoH, (as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government or the ECDoH, (as the case may be) considers to be of minor importance and not complied with by the bidder.

15. NO RIGHTS OR CLAIMS

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the Eastern Cape Provincial Government or the ECDoH. The State, the Eastern Cape Provincial Government and the ECDoH (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

15.2 Neither the State, the Eastern Cape Provincial Government, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

16. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

17. ACCURACY OF INFORMATION

17.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

18. COMPETITION

18.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.

18.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act, 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

18.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

18.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

19. RESERVATION OF RIGHTS

19.1 Without limitation to any other rights of the DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to: -

19.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing.

19.1.2 Amend the bidding process, including the timetables, closing date and any other date at it sole discretion.

19.1.3 Reject all responses submitted by bidders and to embark on a new bid process.

19.1.4 Cancel the bid if no proof of empowering up and coming local service providers can be identified/detected.

20. BID COMPLIANCE

20.1 Submission of Requested Documents including SBD 1, 3.2, 4, and 6.1.

20.1.1 The Bidder's Bid/offer must contain all documents requested in this bid and the failure to submit requested documents may result in disqualification.

21. EVALUATION CRITERIA

21.1 STAGE 1: ADMIN COMPLIANCE

21.1.1 ECDOH has defined pre-qualification criteria that must be met by the Bidder for ECDoH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDoH to determine whether a bid complies in this regard.

21.1.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDoH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDoH will have the right to reject the Bid in question and not to evaluate it at all;

21.1.2.1 reject the Bid in question and not to evaluate it at all;

21.1.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDoH may determine, of it being requested by ECDoH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;

21.1.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

Administrative compliance requirements

21.1.3 The bid documentation must be completed comprehensively and correctly.

21.1.4 Declaration forms (SBD 4,) must be completed and signed

21.1.5 Bidders must have provided supporting documentation as per the bid requirements.

21.1.6 Bidders to submit a letter requesting assistance from the Department, demonstrating alignment with the service specifications.

21.1.7 The bidder must provide details of any donor funding received during the last three (3) financial years, where applicable. Organisations that have not received donor funding must submit a signed declaration confirming that no donor funding was received during the stated period

21.1.8 A list of personnel and/or volunteers involved in the project, together with certified copies of qualifications and identity documents.

STAGE 2: MANDATORY COMPLIANCE

21.1.9 The following mandatory compliance requirements shall apply:

21.1.9.1 Completed and signed Invitation to Bid (SBD 1).

21.1.9.2 The bidder must be a registered legal entity or Non-Profit Organisation (NPO), or legally constituted partnership.

21.1.9.3 The latest available Annual Financial Report and Annual Narrative Report submitted, or required to be submitted, to the Department of Social Development.

21.1.9.4 A completed and signed Business Plan in the format prescribed by the Department of Social Development.

21.1.9.5 A signed copy of the organisation's Constitution.

21.1.9.6 A certified copy of the valid Non-Profit Organisation (NPO) Registration Certificate.

21.1.9.7 A certified copy of a valid Partial Care Registration Certificate issued in terms of the Children's Act, 2005 (Act No. 38 of 2005).

21.1.9.8 Submit a current list of Board Members or Governing Committee Members.

21.1.9.9 An original bank confirmation letter or bank-stamped document confirming the organisation's banking details, not older than three (3) months.

21.1.9.10 A letter of support from a recognised community structure or stakeholder, where applicable.

FAILURE TO COMPLY WITH ANY OF THE CRITERIA ABOVE WILL RESULT IN DISQUALIFICATION OF BIDDERS.

21.2 STAGE 3 - FUNCTIONALITY

	SCORE	Documentary Evidence
1. FUNCTIONALITY	**75**	
1.1. Bidders must have a track record of at least 2 years on providing daycare services and there should be adequate and proven experience in the provision of daycare services to children with disabilities or cerebral palsy 2 years and above = 15 points Less than 2 years = 0 points	15	**Reference letters, or certificates of completion confirming experience in providing daycare services to children with disabilities or cerebral palsy** **Reference letters issued by the Department of Social Development, Department of Health, municipalities, public healthcare facilities, special schools, registered NPOs, or recognised donor/funding organisations confirming the provision of daycare services for children with disabilities or cerebral palsy**
1.2. Demonstrate that the daycare has adequate staff for the care of children with disabilities. A 1:3 ratio of children to caregiver is required and management capacity with the ability to handle budget (all positions filled with relevant qualifications) = 10 points No adequate ratio stipulated = 0 points	10	**Data base of children and staff members in their employment**
1.3. Operational manager/supervisor of the daycare with a minimum of grade 12 or ECD NQF level 4 = 10 points Operational manager/supervisor with grade 12 or ECD NQF level 4 and 5 plus additional relevant qualifications = 15 points	15	**Copies of qualifications of the staff members**
1.4. Operational Staff / personnel with grade 12 or ECD NQF level 4 and 5 certifications = 10 points Personnel with no grade 12 or equivalent qualifications = 0 points	10	**Copies of qualifications of the staff members**
2. METHODOLOGY	**25**	
• Comprehensive project plan addressing all requirements, implementation approach, staffing arrangements, monitoring and reporting mechanisms, beneficiary management and risk	25	**project plan**

mitigation = 25 points • Project plan addresses most requirements with minor omissions = 20 points • Project plan adequately addresses requirements but lacks detail in key areas = 15 points • Project plan partially addresses requirements = 10 points • Project plan poorly addresses requirements = 5 points • No project plan submitted = 0 points		
3. Total Score and Recommendation	**75**	

NOTE: Organizations/bidders must not obtain less than 55 points to be considered for the next stage

- A bidder that scores less than 55 points out of 75 that is 73,3% in respect of functionality will be regarded as non-responsive bid and will be disqualified.

21.3 STAGE 4: IN LOCO INSPECTION

1. The Department will conduct in loco inspection before final recommendations are made in respect of eligibility for funding.

In loco inspection will be conducted to the shortlisted bidders. Eastern Cape Department will conduct quarterly monitoring and evaluation on the performance on the awarded bidder

23. STAGE 5: PRICE AND SPECIFIC GOALS

23.1 In terms of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act of 2022, responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

A maximum of 20 points may be allocated to bidders for attaining maximum points for Specific Goals as Illustrated below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Equality Ownership: **Historically Disadvantaged Individuals Ownership (South African Citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa,1993, (Act 200 of 1993, on the basis of:**		
• **Race**	**20% (4)**	
• **Women Ownership**	**20% (4)**	
• **Disability Ownership**	**20% (4)**	
Youth Ownership	**20% (4)**	
Military Veterans Ownership	**10% (2)**	
Locality Ownership - EC	**10% (2)**	
TOTAL	**100% (20)**	

N.B: Bidders are required to submit, together with their bids, the following: -

- *Service providers must submit proof of its Specific Goals points claimed / status of contributor.*
- *The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:*
    - *Historically Disadvantaged Individuals Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) with id no. (any person born before April 1993) or CSD report reflecting percentage ownership verified from CIPC.*
    - *Women Ownership: Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) with id no or CSD report reflecting percentage ownership verified from CIPC.*
    - *Youth Ownership: Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) with id no. (any person between age of 18 and 35) or CSD report reflecting percentage ownership verified from CIPC.*
    - *Disability Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) or CSD report reflecting percentage ownership verified from CIPC with valid medical documentary proof. (The disability must be limiting and recuring)*
    - *Military Veterans Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) or CSD report reflecting percentage ownership verified from CIPC with valid proof of veteran status.*
    - *Locality Ownership: Proof of business address (municipal account or valid lease agreement or letter from the municipal ward councillor.)*

23.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the SPECIFIC GOALS. Such bidders will score 0 out of maximum of 20 points for SPECIFIC GOALS

23.3 The points scored by a bidder in respect of the level of SPECIFIC GOALS will be added to the points scored for price.

23.4 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to Specific goals. The total points scored will be rounded off to the nearest 2 decimals.

23.5 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for SPECIFIC GOALS.

23.6 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for SPECIFIC GOALS, the contract will be awarded to the bidder scoring the highest functionality.

23.7 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.

23.8 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of **Thirty-Six (36) months**. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 The bidder shall stipulate whether the price is firm or non-firm.
2.2 The bidder shall stipulate the basis of adjustment for non-firm prices.
2.3 Price adjustment shall be allowed after the first 12 months of the contract.
2.4 Request for price increase must be supported by the documentary proof to substantiate the claim for price adjustment.
2.5 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
2.6 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

3.1 **The ECDoH's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 **Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall: -

- Without delay inform the ECDoH and the appointed ECDoH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve contractor's personnel.

- Co-operate fully with the ECDoH and its appointed Technical Support Manager in analysing and investigating such incidents or accidents.

3.3 **Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

3.4 **Regulations and statutes** the contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 **Compliance with procedures.**

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

3.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

3.8 **Contractor's procedures** the contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager: -

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services.

4. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH because of damage to property and injury to personnel because of poor-quality products.

5. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act.
- ❖ acknowledges that he is an employer with duties and responsibilities as prescribed in the Act.
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 **Introduction**

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Terms of Reference and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contain the way contractor's performance will be measured throughout the term of the contract.

9.2 **Compliance.** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined: -

- with reference to reports provided by contractor.
- with reference to reports or complaints received from third parties.
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

9.3 **Records.** Contractor shall always keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

9.4 **Measurement of performance**

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.

▪ Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

▪ User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 **Results of checks, audits, and surveys** ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

PART 3
BID STRATEGY

THE BID CALLS FOR PROCUREMENT OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.

The Department has developed an integrated medico-legal strategy which seeks to address the impact of medico legal liabilities on the Department of Health. One of its objectives is to seek to stop the outflow of funds that is caused by among other factors writs of execution by contributing to the development of common law though strategic goal such as public health defence.

The bid will be awarded to a panel of Service Providers per sub district to cover all eight districts of the Eastern Cape province.

DISTRICTS	SUB DISTRICTS
Alfred Ndzo	Maluti, Mzimvubu,Ntabankulu
Amathole	Mnquma, Mbhashe, Nkonkobe, Amahlathi
Buffalo City Metro	(East London, Mdantsane, King Williams Town)
Chris Hani	Intsika Yethu, Engcobo, Lukhanji, Sakhisizwe, Emalahleni, Inxuba Yethemba
Joe Gqabi	Maletswai, Senqu, Elundini
Nelson Mandela Bay Metro	Nelson Mandela Bay Metro, A,B,C
OR Tambo	KSD, Nyandeni, Ngquza Hill, Mhlontlo
Sarah Baartman	Koega, Makanda, Camdeboo

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PART 4
BID SPECIFICATION

KEY AREA: DAY CARE SERVICES

CATEGORY OF SERVICES: DAY CARE SERVICES DESCRIPTION: PROVISION OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY

AIM OF THE PROGRAMME	Provision of day care services for children with disabilities and cerebral palsy in all eight ECDOH districts
TARGET GROUP (S)	Children from birth to eighteen (0 – 18) years Families
TARGETED DISTRICTS	Alfred Nzo, Amathole, Buffalo City, Sarah Baartman, Chris Hani, Joe Gqabi, Nelson Mandela, and O.R. Tambo.
AREAS OF EMPHASIS	Day Care services for children with disabilities including cerebral palsy

BJECTIVES AND EXPECTED OUTPUTS

OBJECTIVES	OUTCOMES
To provide care and comfort in a safe, secure and friendly environment. To offer an early learning programme through the intervention of planned play activities that allow children to grow and enable them to reach their full potential. To provide stimulation and developmental activities to children with disabilities	The realisation of their full potential (Physical, Intellectual / cognitive, moral, spiritual, communication, social and emotional development of children.

SERVICES REQUIRED

TYPE OF SERVICE(S)	PROGRAMME	REQUIREMENTS	SERVICE PROVISION
- **Day services for children with disabilities including cerebral palsy** • Stimulation and care programme	• Stimulation and care services programme (Cognitive; physical; communication; spiritual; emotional; sensory; moral and social	- Enough safe and secure play space areas (indoor and outdoor) - No obstacles around the room for mobility, open and walkable spaces - Disability friendly - wheelchair access and	

	development programmes) • Learning and support programme appropriate to the child's developmental age, stage, and disability.	rails for those with walking difficulties - Wheelchair accessible ablution facilities - Structured daily and weekly stimulation and care programme	
• Nutrition	• Nutrition	• Nutritious, well-balanced meals and snacks • Healthy food menus applicable to the dietary requirements of the child. flexibility to accommodate those who struggle with eating and swallowing.	• Training on food grading and food administration of specialised dietary requirements
• Administration	• Administration	• Stationary, communication costs, Rent, Stipend for Practitioners (as per EPWP Ministerial Determination) • Personalised care schedules, individual client records including biographic information as well as daily activities and routines.	
• Health and Safety	• Health and Safety	• Fire Extinguishers • First aid kit • Access to clean drinkable water • Clear separation of sleep, sick, food preparation, changing rooms and play area • Proper waste segregation	Training on norms and standards

CATEGORY OF SERVICES: DAY CARE SERVICES
SERVICES DESCRIPTION: CAPACITY BUILDING OF CAREGIVERS AND PARENTS OF CHILDREN WITH DISABILITIES

AIM OF THE PROGRAMME	To equip care givers and parents of children with learning difficulties with basic skills, attitudes and capacities that will enable them to foster optimal development in their children and an attitude of acceptance and positive coping within the family. Specifically, focusing on care givers and parents of children with autism
TARGET GROUP (S)	Care givers and parents of children with autism.
TARGETED DISTRICTS	Alfred Nzo, Amathole, Buffalo City, Sarah Baartman, Chris Hani, Joe Gqabi, Nelson Mandela, and O.R. Tambo.
AREAS OF EMPHASIS	Partial Care prioritizing Poorest Wards throughout the Province and Children with disabilities

OBJECTIVES AND EXPECTED OUTPUTS

OBJECTIVES	**OUTCOMES**
To train the various categories of caregivers and parents of children with disabilities to be equipped with the needed knowledge and skills for them to be able to provide the required quality of care for the children to grow and develop well and become productive in society, despite their disabilities.	The realisation of their full potential (Physical, Intellectual / cognitive, moral, spiritual, communication, social and emotional development of children with disabilities.

SERVICES REQUIRED

TYPE OF SERVICE(S)	**PROGRAMME**	**FUNDABLE ITEM**	**NON-FUNDABLE ITEM**
- **Training of parents for children with disabilities.** • Venue and Facilities (Training material)	• behavioural approach • Developmental approach (physical therapy, occupational therapy, speech, and language therapy) • Basic life skills • Sensory stimulation • Therapy (physio and occupational) • Eye gaze computer for children who are non-verbal.	• Audio and video materials • Flip chart paper and stands (you may need more stands, especially during group exercises) • Pens and markers (different colours) • Masking tapes, cello tape, or blue tack • VIIP Cards (in different shapes, sizes, and colours)	

• Catering and accommodation	• Catering and accommodation	• Attendance register/sheet • Name tags. • Note pads and pens for participants. • Facilitators Notes and Handouts (copies of the agenda) • COVID-19 Personal Protective Equipment (PPEs) • Refreshments for 44 participants	

District Selection Schedule :

Indicate which district you are bidding

District	Bid (✓)
Alfred Nzo	
Amathole	
Buffalo City Metro	
Chris Hani	
Joe Gqabi	
Nelson Mandela Bay Metro	
OR Tambo	
Sarah Baartman	

PART 5- SCHEDULE A
Government Procurement
General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business. with government.

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

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 on hand.

1.10 "Delivery into consignee's 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 sub Service Providers) 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 include other related value-adding activities.

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries 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 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.

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including

additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

17. Prices

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

18. Contract Amendments

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

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

24.1 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if

and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28.1 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.

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to Any other remedy provider for, invalidate the bid(s) for such item(s)

offered, and / or terminate the contract in whole or part and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned

Part 5 - Schedule C

SBD 3.2

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES FOR THE FIRST YEAR WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

INDICATE DISTRICT BIDDING FOR (TO ALIGN WITH THE CHOICE MADE ON THE SPECIFICATION) : _____

ITEM NO	DESCRIPTION	UNIT PRICE (Including VAT) Hourly Rate During the day	UNIT PRICE (Including VAT) Hourly Rate At night	UNIT PRICE (Incl VAT) Hourly Over the weekends Saturdays	UNIT PRICE (Incl VAT) Hourly Rate During Sundays & Public Holidays
1	Day Care Services for Children with Disabilities including Cerebral Palsy				
2	Capacity Building of Caregivers and Parents				
Total Day Care Services inclusive of 15% VAT					

NB: Prices to include all overheads

Company Stamp:

Date: _____

Sign: _____

Service providers must Stamped, Dated and Signed Pricing schedule SBD 3.1
- Required by: ……

PROCUREMENT OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.

- At: ……..…..……..

- Brand and model ……..……..

- Country of origin ……...……..

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) ……..

- Period required for delivery ……

- Delivery: *Firm/not firm

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

Delete if not applicable

SBD 3.2

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES FOR THE FIRST YEAR WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

INDICATE DISTRICT BIDDING FOR (TO ALIGN WITH THE CHOICE MADE ON THE SPECIFICATION) : _____

ITEM NO	DESCRIPTION	UNIT PRICE (Including VAT) Hourly Rate During the day	UNIT PRICE (Including VAT) Hourly Rate At night	UNIT PRICE (Incl VAT) Hourly Over the weekends Saturdays	UNIT PRICE (Incl VAT) Hourly Rate During Sundays & Public Holidays
1	Day Care Services for Children with Disabilities including Cerebral Palsy				
2	Capacity Building of Caregivers and Parents				
Total Day Care Services inclusive of 15% VAT					

NB: Prices to include all overheads

Company Stamp:

Date: _____

Sign: _____

Service providers must Stamped, Dated and Signed Pricing schedule SBD 3.1

- Required by: ……
- At: ……..……..

PROCUREMENT OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.

- Brand and model ……..…….

- Country of origin ……...…….

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) …….

- Period required for delivery ……

- Delivery: *Firm/not firm

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

Delete if not applicable

SBD

3.2

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES FOR THE FIRST YEAR WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

INDICATE DISTRICT BIDDING FOR (TO ALIGN WITH THE CHOICE MADE ON THE SPECIFICATION) : _____

ITEM NO	DESCRIPTION	UNIT PRICE (Including VAT) Hourly Rate During the day	UNIT PRICE (Including VAT) Hourly Rate At night	UNIT PRICE (Incl VAT) Hourly Over the weekends Saturdays	UNIT PRICE (Incl VAT) Hourly Rate During Sundays & Public Holidays
1	Day Care Services for Children with Disabilities including Cerebral Palsy				
2	Capacity Building of Caregivers and Parents				
Total Day Care Services inclusive of 15% VAT					

NB: Prices to include all overheads

Company Stamp:

Date: _____

Sign: _____

Service providers must Stamped, Dated and Signed Pricing schedule SBD 3.1

- Required by: ……
- At: ……..……..

PROCUREMENT OF DAY CARE SERVICES FOR CHILDREN WITH DISABILITIES INCLUDING CEREBRAL PALSY FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS.

- Brand and model ……..…….

- Country of origin ……...…….

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) …….

- Period required for delivery ……

- Delivery: *Firm/not firm

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

Delete if not applicable

DECLARATION OF INTEREST SCHEDULE C

SBD4

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

SCHEDULE D

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

The applicable preference point system for this tender is the 80/20 preference point system.
The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Equality Ownership: **Historically Disadvantaged Individuals Ownership (South African Citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa,1993, (Act 200 of 1993, on the basis of:**		
• **Race**	**20% (4)**	
• **Women Ownership**	**20% (4)**	
• **Disability Ownership**	**20% (4)**	
Youth Ownership	**20% (4)**	
Military Veterans Ownership	**10% (2)**	
Locality Ownership - EC	**10% (2)**	
TOTAL	**100% (20)**	

a) *Service providers must submit proof of its Specific Goals points claimed / status of contributor.*
b) *The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:*
   - *Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no. (any person born before April 1993) or CSD report reflecting percentage ownership verified from CIPC.*
   - *Women Ownership: Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) with id no or CSD report reflecting percentage ownership verified from CIPC.*
   - *Youth Ownership: Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) with id no. (any person between age of 18 and 35) or CSD report reflecting percentage ownership verified from CIPC.*
   - *Disability Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) or CSD report reflecting percentage ownership verified from CIPC with valid medical documentary proof.*
   - *Military Veterans Ownership: Proof of ownership with percentage of ownership (CIPRO certificate) or CSD report reflecting percentage ownership verified from CIPC with valid proof of veteran status.*
   - *Locality Ownership: Proof of business address (municipal account or valid lease agreement or letter from the municipal ward councillor or letter from SARS.*

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm…….

3.4. Company registration number: ……..

3.5. 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]

3.6. 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 because 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 because of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered because 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**: …… …… ……