



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Beacon Hill Office Park - Corner of Hargreaves Road and Hockley Close – Private Bag X0039 – Bisho – 5605 – REPUBLIC OF SOUTH AFRICA
Tel: +27 (0)43 605 5322 - - Email address: Veliswa.matha@ecdsd.gov.za

SCMU4: 24/25 – 0001

APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS AND PERSONS WHO ARE SEVERELY PHYSICALLY AND/OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE (3) YEARS.

Issued by:

Province of the Eastern Cape
Department of Social Development

Contact Person:

Mr M. Ntlama
Tel: 082 945 5236 (Technical Specification)

Ms N. James / V. Matha / Mr M. Vukubi
Tel: 078 683 7883/064 608 2853/082 779 9347 (Document)

Private Bag X0039
Bisho
5605

Name of Company/Bidder: _____

CSD/Supplier Number: MAAA _____

Company/Bidder's Tel/Cell: _____

Company Email Address: _____

BRIEFING SESSION: IBHAYI OFFICE COMPLEX, DISTRICT BOARDROOM, CORNER MATI AND STRUANWAY STREETS, STRUANDALE, PORT ELIZABETH ON 01 JULY 2024 AT 10H00

QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 15 JULY 2024 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINAH SISULU HOUSE, BEATRICE STREET, KING WILLIAMS TOWN

Closing Date: 15 JULY 2024

Closing Time: 11H00

SCMU4-24/25 – 0001

Building a Caring Society Together

NAME OF DEPARTMENT: SOCIAL DEVELOPMENT

BID NUMBER: SCMU4 -24/25- 0001

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS AND PERSONS WHO ARE SEVERELY PHYSICALLY AND / OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE YEARS.

NO	Item Description	Checked by Bidder	Verified by Department	Signature of Verifier	Comments (if any)
1.	Completed and signed SBD1 and SBD4 .				
2.	Correction fluids of any kind MUST NOT be used ON PRICE . In cases where corrections are necessary; these can be made by crossing a line on the incorrect statement, writing in the correct details above the same, and subsequently endorsing the entry with the bidder's signature.				
3.	Certified copy of agreement signed by all parties in the case of a joint Venture / Consortium; clearly indicate roles and responsibilities of each.				
4.	Completion of Annexure B (Pricing Schedule).				
5.	Availability of property (Title Deed or lease agreement)				
5.	Submission of a detailed work plan.				

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	SCMU4-24/25-0001	CLOSING DATE:	15 JULY 2024
		CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS WHO ARE SEVERELY PHYSICALLY AND/OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE (3) YEARS.		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			
SOCIAL DEVELOPMENT			
ALBERTINA SISULU HOUSE			
7 BEATRICE STREET			
KING WILLIAMS TOWN, 5600			
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			
TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
NAME:			
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SOCIAL DEPARTMENT	CONTACT PERSON	Mr. M. Ntlama
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James	TELEPHONE NUMBER	082 945 5236
TELEPHONE NUMBER	0827799347 / 0646082853 / 0786837883	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	mxhosa.ntlama@ecdsd.gov.za
E-MAIL ADDRESS	mpendulo.vukubi@ecdsd.gov.za / veliswa.matha@ecdsd.gov.za / noludwe.james@ecdsd.gov.za		

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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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES 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

Name of bidder.....	Bid number: SCMU4-24/25-0001
Closing Time 11:00	Closing date: 15 JULY 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- 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
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

OR

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender (women ownership)	3	6		
No franchise (black ownership)	1	2		
Disability	2	4		
Locality (Eastern Cape)	3	6		
Youth	1	2		

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:

.....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

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CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



BID SPECIFICATION FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS AND PERSONS WHO ARE SEVERELY PHYSICALLY AND/OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE (3) YEARS

BID SPECIFICATION FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS AND PERSONS WHO ARE SEVERELY PHYSICALLY AND/OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE (3) YEARS



1. INTRODUCTION

1.1 The Department of Social Development is inviting proposals for the provision of residential facilities and frail care services in the Nelson Mandela Metropolitan District for a maximum number of 114 persons, inclusive of frail Older persons and persons with severe, mental and/or physical disabilities, for a period of three years.

1.2 The contract will enable the Department to take forward the process of achieving the goal of accommodating and caring for frail, older persons and persons with severe, mental and/or physical disabilities.

2. PROBLEM STATEMENT

The Department is mandated to care, support and protect the vulnerable. In line with this mandate, the department has to ensure provision of accommodation and frail care services to the frail older persons and persons with severe, mental and/or physical disabilities. These categories of individuals require continuous assistance and supervision or intensive care but are not in need of prolonged medical treatment.

The current breakdown of the frail and disabled persons is as tabulated below.

Frail older persons	Severely mentally and/or physically disabled
45	69

2.1. PERSONS WITH DISABILITIES

The categories of persons that require care are, but not limited to, the following:

- a) Stroke victims;
- b) People who are homeless and have become physically and/or mentally disabled;
- c) People who are terminally ill and have no families;
- d) Patients with tuberculosis who have completed the prescribed treatment and live in circumstances that cannot sustain their health;
- e) Disabled persons who are suffering from HIV and AIDS; and
- f) Persons who suffered serious disablement as a result of motor vehicle accidents.



2.2. FRAIL OLDER PERSONS (60 YEARS AND ABOVE)

The categories of persons that require care are:

- a) Frail older persons whose circumstances necessitate specialized residential care have to be accommodated.
- b) Frail older persons who cannot be admitted in ordinary residential institutions due to the nature of their incontinency.

3. OVERALL OBJECTIVES

- 3.1. To provide physical, mental, psychiatric, social and spiritual care, on a 24-hour basis, for the frail older persons and severely physically disabled and/or mentally challenged persons;
- 3.2. The promotion of the quality of life and the dignity of the disabled and the older persons; and
- 3.3. Enabling residents to reach their highest level of functioning and whenever possible, to return to their families and / or communities.

4. SCOPE OF WORK

4.1. PHYSICAL STRUCTURE

4.1.1. The bidder shall, at its own expense and risk, provide, maintain, equip and a manage facility for the frail elderly and severely physically and mentally challenged persons.

4.1.2 The physical facility must comply with the following:

- a) Older Persons Act No. 13 of 2006 (Section 31(1), and regulations promulgated thereunder, Occupational Health and Safety Act no. 85 of 1993, National Norms and Standards for Older Persons as well as South African Policy of Older Persons.
- b) For any room where more than one person is accommodated there should be unobstructed space of 1.2 meters in between beds.
- c) The number of beds per room should be in accordance with norms and standards of the Environmental Health Act of 1990.
- d) The table below indicates the minimum floor space required per room:



Room Type	Room Size
1 bed	9m ²
2 beds	16m ²
3 beds	23m ²
4 beds	30m ²
5 beds	37m ²
6 beds	44m ²

- e) Males and females should be accommodated separately.
- f) Maximum of 6 persons per room taking into consideration the COVID 19 protocols and other communicable diseases.
- g) Minimum of 6 isolation rooms should be made available to be utilized should a need arise.
- h) Emergency call system per room linked to all the beds.
- i) Each resident to have a bed with mattress, bedding and linen, a chair and own locker for clothing and personal items.
- j) A separate recreational and dining area.
- k) Fully equipped kitchen.
- l) Emergency exits, fire equipment, maintenance, and first aid kit must be available.
- m) Alternative power source in the event of electricity failure (e.g. generator with sufficient capacity to power the entire facility).
- n) Valid fire inspection and pest control certificates.
- o) Electricity certificate.
- p) Certificate of Occupancy.
- q) Certificate of acceptability for food premises.
- r) Any other certificates/conditions that are required to be complied with for this type of service.

4.2. PROVISION OF FRAIL CARE SERVICES

4.2.1 The successful bidder shall be responsible for the provision of the following:

- a) 24-hour care which includes the following:
 - Provision of meals (Breakfast, morning snack, lunch, afternoon snack, supper and evening snack with hot/cold beverages and water). The service provider shall utilize the services of a qualified dietician in preparation of the menu.
 - Clothing and footwear (As per annexure A).
 - Medical care.



- Domestic services which include cleaning, security, laundry and gardening services.
- b) Therapeutic (Physiotherapist, Psychologist, Occupational Therapist, Medical Care Services) and Recreational Intervention:
 - Information dissemination and education to family members of residents.
 - Counselling services to residents and family members who need such services.
 - Sport and recreational activities.
 - The type and frequency of the therapy will be determined by the need.

4.3. STAFFING

4.3.1 The minimum staffing provisions are as tabulated below:

OPERATIONAL PERSONNEL	RATIO PER RESIDENT/S
Care giver - day	1 to 15 residents
Care giver - night	1 to 20 residents
Supervisor - Housekeeping	1 to 100 residents
Supervisor - Kitchen	1 to 100 residents
Supervisor - Laundry	1 to 100 residents
Social Worker	1 to 120 residents
Social Auxiliary Worker	1 to 120 residents
NURSING STAFF	
Professional Nurse	1 to 25 residents
Enrolled Nurse	1 to 35 residents
Enrolled Nurse Assistant	1 to 70 residents
SUPPORT PERSONNEL	
Cleaner	1 to 50 residents
Cook	1 to 100 residents
Driver	1 to 100 residents
Food services aid	1 to 50 residents

N.B: The successful bidder should ensure that none of the above personnel's name appears in the Older Persons Abuse Register.

4.3.2 The residential facility should have the following:

- a) A policy for the recruitment, selection and appointment of staff.



- b) A staffing plan identifying the number, categories, desired qualifications, experience, remuneration bands and benefits of staff.
- c) Staff pension and medical aid scheme.
- d) Staff salaries in line with the labour laws and regulations.
- e) Verification that professional staff is registered with the appropriate statutory bodies and shall maintain such registration for the entire duration of the contract.
- f) Human resource management policies, procedures, relevant legislation and regulations are developed, maintained and made available to all staff members.
- g) Supervision and communication systems between management and staff including a mechanism for contacting staff in cases of emergency.
- h) Written contracts of employment and job descriptions for all staff members.
- i) Accurate staff records and annual staff performance assessment.
- j) Screening of all prospective staff (for criminal and abuse records, qualifications, etc.).
- k) An induction programme for all new employees.
- l) In-service training programme including training of care staff to understand, prevent and identify abuse.
- m) A care / support plan for staff to prevent burn-out.
- n) The recruitment and training of volunteers to complement staff.
- o) The grievance and complaints procedure for residents and their families including suggestion box.

4.4 In addition to 4.2. above, the bidder shall be responsible financially and otherwise for the provision of:

- a) Costs of maintaining the building
- b) Household costs
- c) Office and administration costs
- d) Office equipment
- e) Electronic office equipment
- f) Recreational equipment
- g) Kitchen equipment and utensils
- h) Specialised equipment
- i) Laundry equipment

4.5. In providing frail care services, the successful bidder shall ensure full compliance with all applicable legislation in addition to those cited herein.



5. PRICE

- 5.1. The bidder must quote as per annexure B.
- 5.2 Bidder must submit a proposal reflecting a monthly tariff which must include all costs. The quotation must indicate prices for year 1, year 2 and year 3 where escalation is included. The Department will not allow any variation, during the contract period, in respect of the submitted prices.
- 5.3. Prices must be inclusive of VAT. If VAT is not confirmed, the department will assume that the price is inclusive of VAT and the successful bidder's price will not be amended after the closing date and time to include VAT.

6. PAYMENT

- 6.1 The successful bidder will bill the department monthly, after services have been rendered, according to the number of residents serviced for that particular month. The invoice must be accompanied by a detailed report signed by the Head or senior official of the facility as per the reporting requirements to be stipulated by the Department.
- 6.2 The cost of meals will be calculated and paid based on the number of residents for that particular month.
- 6.3 Payment will be made within 30 days of submission of a valid invoice.

7. CONTRACT PERIOD

The period of the contract will be three (3) years from the date of commencement. On awarding the contract a formal agreement will be entered into between the Department and the successful bidder. The commencement date will be mutually agreed between the parties and shall be within 3 months from the date of award.

8. QUALITY ASSURANCE

The building must be accessible to frail Older Persons and Persons with disabilities. The facility must be suitable for (and not limited to) medical bed users, wheelchair users and tripod users. There must be handrails, showers and bathrooms that are disability friendly. Stairs are not allowed in the area where the beneficiaries are to be harbored.



9. CONDITIONS

- 9.1 Bidders must provide proof of availability of premises that will be utilized and provide details of the full address thereof. (Title deed or lease agreement) The Department will conduct an in loco inspection wherein the requirements of the facility as provided for in this specifications will be examined/assessed before the award of the bid.
- 9.2 The bidder must, within seven days of award, secure and maintain public liability insurance to indemnify the Department against any claims arising from the action or inaction of the successful bidder or its employees. The bidder shall provide such proof whenever required by the Department but at least once at the commencement of every quarter for the duration of the contract. Insurance cover shall be prospective for a period of at least three months, i.e. the cover for any period of three months will be paid up at the beginning of such period.
- 9.3 The bidder must have at least 5 experience in running a fully registered residential care facility. The facility should be taking care of at least sixty or more beneficiaries. The registration must be in terms of the Older Persons Act no. 13 of 2006, comply with the minimum standards for residential facilities for Persons with disabilities, as determined by DSD, and comply with South African National Standards and provide proof. The bidder should provide registration certificates as contemplated in the Act and as prescribed by the Minimum standards for residential facilities for Persons with disabilities. The bidder must provide copies of either letter of award or contracts of similar nature and details of the contact person from the awarding institution to enable the Department to make such enquiries as the Department deems fit and a reference letter stating that the service has been rendered satisfactorily.
- 9.4 The superintendent must have at least 5 years or more experience as a head of a residential care facility with sixty or more beneficiaries.
- 9.5 Services of the doctor, physiotherapist, dietician or any other therapists and the frequency of the visits must only be utilized when deemed necessary.
- 9.6 The successful bidder will be required to keep a menu endorsed by a qualified dietician which is responsive to dietary needs of the beneficiaries.
- 9.7 The successful bidder shall not admit, accommodate or care for any person in the facility without prior approval of the Department.
- 9.8 Bidders must indicate if any of the services will be subcontracted. In the event that any services are subcontracted, preference should be given to service providers within the Eastern Cape Province.
- 9.9 The successful bidder will be required to participate in at least one meeting per month with designated Departmental officials to discuss issues relating to the facility(ies) and the contract.
- 9.10 The bidder shall also need to have knowledge of the field of disability management, the mental health/psychiatry field, as well as the management of the frail older persons.
- 9.11 The successful bidder shall not accommodate or care for a number of residents in excess of the number determined for that facility by the Department from time to time.



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- 9.12 The Department reserves the right to admit and discharge residents when the need arises.
- 9.13 The successful bidder will be responsible for the relocation of the current residents if necessary. Such relocation should be conducted in compliance with the standard applicable to the nature of the residents.
- 9.14 The plan to relocate the residents must be agreed upon with the curator in line with the existing court order.
- 9.15 The relocation process will be monitored by the designated officials of the Department of Social Development jointly with the Department of Health.
- 9.16 The successful bidder shall provide therapeutic services for the full functioning of the beneficiaries and develop programmes for active living.
- 9.17 A briefing meeting will be held on the date indicated in the advertisement.
- 9.18 Shortlisted bidders will be required to make a presentation on how they will implement the bid (required service).
- 9.19 The award is subject to assessment and confirmation by the Curator as appointed by the High Court Eastern Cape Division.

10. REGISTRATION

It is a requirement that the facility is registered with the Department of Social Development as a residential care facility in terms of Older Persons Act and Persons with disabilities. If the successful bidder is not registered at the time of closing of the bid, this requirement must be satisfied prior to the commencement of the contract.

11. BID EVALUATION CRITERIA

11.1 Pre-evaluation criteria

- 11.1.1 Completed and signed SBD1 and SBD4.
- 11.1.2 Correction fluids of any kind must not be used ON PRICE. In cases where corrections are necessary; these can be made by crossing a line on the incorrect statement, writing in the correct details above the same, and subsequently endorsing the entry with the bidder's signature.
- 11.1.3 Certified copy of agreement signed by all parties in the case of a joint Venture / Consortium; clearly indicate roles and responsibilities of each.
- 11.1.4 Completion of Annexure B Pricing schedule)
- 11.1.5 Availability of property (Title deed or lease agreement)
- 11.1.6 Submission of a detailed work plan.

BID SPECIFICATION FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS AND PERSONS WHO ARE SEVERELY PHYSICALLY AND/OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE (3) YEARS

Building a Caring Society Together

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Failure to comply with the above mandatory requirements will result in disqualification of bid.

11.2 Evaluation on functionality

No	Criteria	Sub-criteria	Points	Max Points
1	5 years and more experience of the company in running residential care facility with 60 and more beneficiaries (Copies of either letter of award or contracts of a similar nature and a reference letter from the previous client)	More than 10 years	25	25
		5-10 years	15	
		Less than 5 years	0	
2	5 years and more experience of the superintendent running a residential care facility with 60 and more beneficiaries (Detailed CV with clear contactable references)	More than 10 years	25	25
		5-10 years	15	
		Less than 5 years	0	
3	Availability of a suitable property	Owned Property	25	25
		Leased Property	15	
4	Bank letter of good standing with a value of at least R 1 million (R1 000 000)	Bank Code A confirmation letter.	25	25
		Bank Code B confirmation letter	15	
		Bank Code C confirmation letter	10	
		Bank Code D confirmation letter	5	
		Any other Code	0	
TOTAL		100		

NB: The Bids that score below a minimum of 80 points for functionality will not be evaluated further.

BID SPECIFICATION FOR RENDERING OF FRAIL CARE SERVICES TO OLDER PERSONS AND PERSONS WHO ARE SEVERELY PHYSICALLY AND/OR MENTALLY CHALLENGED IN THE EASTERN CAPE FOR A PERIOD OF THREE (3) YEARS



11.3 Evaluation as per PPPFA

Bid proposals will be evaluated in accordance either with the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). and its Preferential Procurement Regulations of 2022. Bids will be evaluated on price and specific goals.

MATRIX FOR EVALUATION

NO.	Criteria	Points
1.	Price	80
2.	Specific Goals	20
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	6
5.	▪ No franchise (black ownership)	2
6	▪ Disability	4
7	▪ Locality (Eastern Cape)	6
8	▪ Youth	2
	TOTAL POINTS FOR PRICE & SPECIFIC GOALS	100

OR

NO.	Criteria	Points
1.	Price	90
2.	Specific Goals	10
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	3
5.	▪ No franchise (black ownership)	1
6	▪ Disability	2
7	▪ Locality (Eastern Cape)	3
8	▪ Youth	1
	TOTAL POINTS FOR PRICE & SPECIFIC GOALS	100



- *In order to obtain preference points for specific goals, bidders must complete the SBD 6.1.*
 - *Locality will be confirmed as follows:*
 - a. *The preferred address on CSD is the only address to be considered provided the address was updated on CSD on a date prior to the was publication of invitation to bid.*
 - b. *If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will be used as the only address to consider for awarding of locality points.*
 - c. *A lease agreement where offices are leased together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the invitation to bid was published.*
 - d. *Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.*
- In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 30% interest in the JV.*
- *In order to be awarded points for disability, a document confirming permanent disability by the doctor must be submitted together with this bid.*

11.4 Risk Analysis

Over and above the functionality assessment, a risk analysis of the following will be carried out:

- In loco site inspection wherein the requirements of the facility as provided for in the this specification will be examined/assessed (Building suitability).
- Presentation by the shortlisted bidders which must cover the following, but not limited to:
 - Strategy
 - Organizational Structure
 - Staffing Plan
 - Local beneficiation and skills transfer
 - Costing and cost drivers
 - Risk Management Plan

The Department reserves the right not to award the contract to a bidder who fails the risk analysis.



12. BID POLICIES, PROCEDURES AND CONDITIONS

12.1 In addition to those stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

- a. Government's bidding procedures as prescribed by the Supply Chain Management Framework.
- b. Only bidders that have met the requirements of the bid specification shall be considered during the adjudication process.
- c. The Department may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make a presentation to it.
- d. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- e. Bids submitted through facsimile, telegrams or e-mails will not be accepted.
- f. No bids will be considered if submitted after the closing date and time.
- g. Service Providers must complete the preferential points claim forms in order to claim preference points.
- h. The Department reserves the right to verify the validity of the Tax Clearance Certificate before the signing of the contract and shall be entitled to cancel the award of contract in the event that the service provider's Tax Affairs not being in order and/or the service provider not having made suitable arrangements with SARS to settle outstanding tax obligations at such time.
- i. The Department may, if necessary, negotiate a market-related price.
- j. The Department reserves the right not to award a bid to a bidder that has failed to perform in a contract previously awarded to it by the Department.
- k. The Department reserves the right not to appoint a Service Provider with two or more similar contracts running concurrently within the Department.
- l. The bid document must be signed by an authorized person representing the bidder (submit a letter of authority or resolution designating the signatory as duly and lawfully authorized to sign and submit the bid).
- m. The Department reserves the right not to engage the preferred service provider if the service provider fails to be registered as a supplier and be subsequently approved, a restricted entity, made any misrepresentation in its proposal, refuses to sign an Oath of



Secrecy or fails to enter into a Service Level Agreement with the Department within the stipulated timeframe.

13. DISCLAIMER

- 13.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 13.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

M. MACHEMBA
HEAD OF DEPARTMENT: SOCIAL DEVELOPMENT
DATE: 06/06/2024



ANNEXURE A: SPECIFICATION FOR CLOTHING

1. CLOTHING AND OTHER NECESSITIES: -

CLOTHING ITEM PER ANNUM	MALES	FEMALES	UNISEX	TOTAL
Trousers			114 x 3	342
Dresses		55 x 3		165
Jerseys			114 x 3	342
Shirts	59 x 3			177
Blouses		55 x 3		165
Jackets			114 x 3	342
Track suits			114 x 3	342
Shawls			114 x 3	342
Scarves			114 x 3	342
Pyjamas			114 x 3	342
Night dresses		55 x 3		165
Morning gowns			114 x 3	342
Underwear			114 x 3	342
Diapers			114 x 3	342
Cosmetics			114 x 3	342
Slippers			114 x 2	228
Slip-ons			114 x 2	228

Other necessary clothing items (not exceeding R200 per beneficiary per month)



ANNEXURE B

PRICING SCHEDULE

Description	Total Price per year inclusive of VAT
<p>a) 24-hour care which includes the following:</p> <ul style="list-style-type: none"> • Clothing and footwear (As per annexure A) • Medical care • Security services and CCTV cameras • laundry services • Cleaning services • and gardening services. • Other: <p>-----</p> <p>-----</p> <p>-----</p>	<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
<p>b) Therapeutic and Recreational Intervention</p>	<p>-----</p>
<p>c) Management and administration</p>	<p>-----</p>



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d) Other Operational Costs		
-----		-----
-----		-----
-----		-----
-----		-----
TOTAL (Inclusive of VAT)		-----
TOTAL OPERATIONAL COSTS PER MONTH:		-----
TOTAL OPERATIONAL COSTS PER YEAR:		-----
Meals		Price
Cost per resident per day		-----
Cost per resident per month		-----
Total cost for 114 residents per month		-----
Total cost for 114 residents per year (Meals only)		-----

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Summary: (Total for all the above costs)

YEARS	TOTAL COSTS PER MONTH	TOTAL COSTS PER YEAR
Year 1		
Year 2		
Year 3		

GRAND TOTAL FOR 3 YEARS (Inclusive of VAT): R.....

NB: The Department does not pay VAT to service providers that are not registered with SARS as VAT Vendors.

SUPPLIER NAME : _____

CONTACT PERSON : _____

SIGNATURE : _____

DATE : _____

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