PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SCMU3-2526-0265-HO**	**CLOSING DATE:**	**07th MAY 2026**	**CLOSING TIME:**	**11H00**
DESCRIPTION	**PROVISION OF COMMUNITY OUTREACH SERVICES (COS) BY COMMUNITY BASED ORGANISATIONS / NON-PROFIT INSTITUTIONS (NPIs) IN THE EIGHT HEALTH DISTRICTS OF THE EASTERN CAPE PROVINCE NAMELY ALFRED NZO, JOE GQABI, NELSON MANDELA METRO, SARAH BAARTMAN, OR TAMBO, CHRIS HANI, AMATHOLE AND BUFFALO CITY METRO FOR A PERIOD OF 36 MONTHS**				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED VIA ONLINE SUBMISSION ON E-TENDER PORTAL					
BID WILL CLOSE ON E-TENDER PORTAL (*BRIEIFNG WILL BE HELD ON THE FOLLOWING DATES*) AT 09H00					

ALFRED NZO	OR TAMBO	AMATHOLE	BCM	NMM	S. BAARTMAN	JOE GQABI	CHRIS HANI
13/04/2026	14/04/2026	16/04/2026	17/04/2026	20/04/2026	21/04/2026	23/04/2026	24/04/2026

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Noluvuyo Ndabula**	CONTACT PERSON	**Ms Noluvuyo Ndabula**
TELEPHONE NUMBER	**067 429 0896**	TELEPHONE NUMBER	**067 429 0896**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**noluvuyo.ndabula@echealth.gov.za**	E-MAIL ADDRESS	**noluvuyo.ndabula@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……..……..……

SCMU3-2526-0265-HO: PROVISION OF COMMUNITY OUTREACH SERVICES (COS) BY COMMUNITY BASED ORGANISATIONS / NON-PROFIT INSTITUTIONS (NPIs) IN THE EIGHT HEALTH DISTRICTS OF THE EASTERN CAPE PROVINCE NAMELY ALFRED NZO, JOE GQABI, NELSON MANDELA METRO, SARAH BAARTMAN, OR TAMBO, CHRIS HANI, AMATHOLE AND BUFFALO CITY METRO FOR A PERIOD OF 36 MONTHS

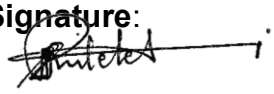
Revision			
Drafted By **N.Ndabula**	**Date:** 16/03/2026	**Name: Ms N,Ndabula**	**Signature**:
Reviewed By **Mr P. Mtheleli**	**Date:** 20/03/2026	**Name:**	**Signature**: 
Approved By: Specification Committee **Ms L Bottoman**	**Date:** 18/03/2026	**Name: L.N. Bottoman**	**Signature**:
Advert Approved By: **Ms C. Mgijima**	**Date:** 20/03/2026	**Name:** C. Mgijima	**Signature**:

TABLE OF CONTENTS

Invitation to Bid (SBD 1)
Part 1 - Conditions of Bid
Part 2 - Conditions of Contract and Operational Requirements
Part 3 – Bid Strategy
Part 4- Terms of Reference
Part 5 – Bid Forms and related documentation
Schedule A – Government Procurement: General Conditions of Contract
Schedule B- Pricing Schedule (SBD 3.2)
Schedule C – Declaration of Interest (SBD 4)
Schedule D - Qualifications and Experience
Schedule E- Organizational Type
Schedule F- Organizational Type
Schedule G - Details of Bidder`s nearest office
Schedule H – Financial Particulars

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.

DoH	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 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – *General Conditions of Contract*

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 4 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 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) with its bid. 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 In the event that any form or certificate provided in Part 3 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.

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

3.1 All bids must be received on or before the closing time and date stipulated below. Please note, this bid will close electronically on the e-tender platform which makes provision for the electronic submission of bids (https://www.etenders.gov.za/).

Responses for this bid must be uploaded on the e-tender portal on or before 11.00 hours on the **07th May 2026.**

3.2 All bids must be submitted online via e-tender portal on the closing date. (**If bidder experience difficulties on e-Submission please contact: 012 406 9229 /012 406 9222 or email etenders@treasury.gov.za)**

GUIDE: HOW TO SUBMIT A RESPONSE ON ETENDERS PORTAL

1. Introduction

This guide provides step-by-step instructions for suppliers on how to prepare and submit an electronic tender (e-Submission) through the **National Treasury eTenders Portal** (www.etenders.gov.za).Information is based on the official **E-Submission User Manual for Suppliers**.

2. Accessing the eTenders Portal

2.1 Log In

1. Visit **https://www.etenders.gov.za**
2. Click **Login** → **Supplier Login**
3. Enter your **CSD-registered email address** and **CSD password**
4. Complete the **CAPTCHA**
5. Click **Log in**

3. Finding a Tender Opportunity

3.1 Browse Opportunities

1. From the main dashboard, click **Browse Opportunities**
2. Select **Currently Advertised**
3. Look for the tender you want to apply for
4. Click the **"+" icon** to expand details

3.2 Access Tender Details

- Expanded view will show full tender information and documents
- Click **Start e-Submission Process** to begin your application

4. Starting the e-Submission Process

4.1 Select Supplier Profile

1. Under **Select Supplier**, choose the correct supplier number (from your CSD registrations)
2. Click **Start Response**

5. Uploading Required Documents

5.1 Follow the Submission Checklist

A **Submission Checklist** will appear on the right side. Every item must be fully uploaded and marked before

submission.

5.2 Uploading Files

1. Click **Select Files** or **Drag & Drop** documents into their respective boxes
2. Upload each required document according to its heading (e.g., SBD forms, pricing schedule, technical proposal)
3. Click **Confirm & Proceed** once all files are uploaded
4. **Important: Only one file per item is allowed — uploading another replaces the previous one.**

6. Submitting the Tender Response

6.1 Confirm Completion

- Ensure all checklist items are **ticked**
- If any remain blank, your submission will stay in **Pending** status

6.2 Final Submission

1. Click **Submit Now**
2. A confirmation popup will appear showing **successful submission**
3. Your status will change to **Submitted**

7. Common Issues & Troubleshooting

7.1 Checklist Not Completed

- One or more mandatory documents were not uploaded
- Return to the checklist and upload missing files

7.2 Upload Errors

- Ensure individual documents are not too large
- Upload attachments one at a time as required

7.3 Cannot Log In

- Use your **CSD account details**
- Contact the eTenders helpdesk if the reset process fails

8. Best Practices for a Successful Submission

- **Read all tender documents thoroughly** before preparing your bid
- Download all attachments from the tender details section
- Ensure all SBD forms are fully completed and signed
- Use the correct supplier number linked to your CSD registration
- Submit well **before the closing date** to avoid last-minute issues

9. Support & Contact Details

For portal issues or login problems, contact:

eTenders Contact Centre
📞 012 406 9222 / 012 406 9229 / 012 312 5000
📧 etenders@treasury.gov.za

Bidders must note the following document upload on e-tender portal e-submission:

Returnable 1: Completed and signed bid document
Returnable 2: Mandatory requirements
Returnable: 3 Reference Letters
Returnable 4: Business Proposal, CBO/NPI
Returnable 5: Certificates
Returnable 6: Pricing Schedule- Budget Breakdown

4. ENQURIES

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

5. COMPULSORY BID BRIEFING/ CLARIFICATION

5.1. To enable a Bidder to attain a more detailed degree of knowledge of ECDOH's requirements, ECDOH intends to hold a **Compulsory Briefing Session**. Bidders must attend the Compulsory Briefing Session that will take place at **09H00** on the following District Health Offices.

ALFRED NZO	OR TAMBO	AMATHOLE	BCM	NMM	S. BAARTMAN	JOE GQABI	CHRIS HANI
13/04/2026	14/04/2026	16/04/2026	17/04/2026	20/04/2026	21/04/2026	23/04/2026	24/04/2026
Big Boardroom 81 Murray Street Kokstad	Lilitha College of Nursing Auditorium, Mthatha Main Campus, Nelson Mandela Drive, MTHATHA	2nd Floor Boardroom Old Medical Centre, 19 St James Rd, Southernwood, East London	No.79 Of Corner Fitzpatrick & Merino Street, Quigney, East London (BKB Canteen-BCMHD Offices)	Complex Boardroom Conyngham Rd, Parsons Hill Port Elizabeth	66 Ring Road, Fairview House, Greenacres Ground Floor Boardroom, Port Elizabeth	Boardroom 32 Dan Pienaar Street Aliwal North	Frontier Hospital, Health Resource Centre, Queenstown

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 Schedule B – SBD 3.2 which completed form/s must be submitted together with the bid documents.

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

6.3 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 – SBD3.2

7.1. Each prospective Bidder must send at least 1 (one) and a maximum of 3 (three) representatives to the Compulsory Briefing Session not more.

7.2. The Bidder's representatives at the Compulsory Briefing Session will be afforded the opportunity to submit written questions to ECDOH after the Compulsory Briefing Session. Subject to the same conditions set out in this bid, ECDOH will respond to all such questions by email to all registered Bidders after the Compulsory Briefing Session.

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– SBD 4.

9. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule D.

10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates 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 – Schedule E

11. PREFERENCE POINTS CLAIM FORMS

Part 5 Schedule I – SBD 6.1 contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid. Failure to claim such points will lead to non-scoring of preference points.

12. CONSORTIA/JV

12.1. It is recognized that bidders may wish to form consortia/Joint Ventures (JV) to provide the Services.

12.2. A bid in response to this invitation to bid by a consortium/JV shall comply with the following requirements: -

12.3. It shall be signed so as to be legally binding on all consortium/JV members

12.4. 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;

12.5. The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium/JV. Failure to nominate an authorized lead member will invalidate the bid.

12.6. A copy of the agreement entered into by the consortium/JV members shall be submitted with the bid.

13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational 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 – Schedule H.

14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

15. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5-Schedule J.

16. 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.

17. ACCEPTANCE OF BIDS

The DoH 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 DOH even if it implies a waiver by department of certain requirements which the DoH considers to be of minor importance and not complied with by the bidder.

18. NO RIGHTS OR CLAIMS

18.1 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 DoH. The DoH (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.

18.2 Neither the DoH, 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.

19. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

19.1 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 DoH.

19.2 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.

20. ACCURACY OF INFORMATION

20.1 The information contained in the invitation to bid has been prepared in good faith. Neither the DoH 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.

20.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

21. COMPETITION

21.1 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.

21.2 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.

21.3 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.

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

22. RESERVATION OF RIGHTS

22.1 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:-

22.2 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;

22.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

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

22.5 Award the bid to one or more than one bidder/s

23. EVALUATION CRITERIA

The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Mandatory/ Non-Negotiable Requirements
- Stage 3: In Loco Inspection

23.1 STAGE 1: ADMIN COMPLIANCE

23.1.1 ECDOH has defined pre-qualification criteria as per Preferential Procurement Regulations of 2017 that must be met by the Bidder in order for ECDoH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDoH in order to determine whether a bid complies in this regard.

23.1.2. 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;

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

23.1.4 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;

23.1.5 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

23.1.6. The bid documentation must be completed comprehensively and correctly.

23.1.7. Declaration forms (SBD 1,4) must be completed and signed

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

23.2. STAGE 2: MANDATORY COMPLIANCE

The following mandatory compliance requirements shall apply:

23.2.1. Submit a detailed business proposal with a costed Business plan.

23.2.2. Be registered as a CBO/NPI (a certified copy of a certificate from Department of Social Development should be attached to the proposal).

23.2.3. Must have been registered at least for two years as a CBO/NPI.

23.2.4. Submit a signed copy of the organization's constitution.

23.2.5. If previously funded by any organisation, the CBO/NPI must include the latest/recent copy of an annual financial report and the annual narrative report that is obliged to be submitted to Department of Social Development.

23.2.6. Bidders must disclose other donor funds received by the organization in the last three years (a form is attached)

23.2.7. Have offices and operate within the areas of the eight Districts of the Eastern Cape Province as advertised in the Bid (NPI`s must apply in the Districts they are domiciled in).

23.2.8. Submit a signed financial policy of the NPI that demonstrates the implementation of effective, efficient and transparent financial management and internal control systems.

23.2.9. Utilize Community Health Workers that are trained on Home Based Care or any Primary Health Care related courses (submit proof of courses/training attended)

23.2.10. Submit a minimum of three signed reference letters with contactable details.

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

SPECIAL BID CONDITONS

CRITERION	DOCUMENTARY EVIDENCE	COMPLY	
FINANCIAL AND OPERATIONAL CAPACITY		**YES**	**NO**
1.1 Bidders must have a track record of at least 2 years on Health-related Community Outreach Services 1.1.1 Indicate the target group and the nature of services performed during the years of operation mentioned in 1.1	**Attach Reports /confirmation letters as proof of NPI existence for the past 2 years**		
1.1.2. Indicate if the organization involves the community / relevant stakeholders in rendering the services	**Provide a minimum of 3 references with contactable details**		
1.2 Demonstrate that the CBO/NPI has sufficient executive and management capacity with the ability to handle budget (all positions filled with relevant qualifications). 1.2.1. **Operational Staff / personnel with relevant qualification/ experience**. • Project Manager with a minimum of one year's managerial experience.	**Qualifications.** **Database of staff members with CVs and highest relevant qualifications.** **Attach copies of certificates of courses attended.**		
• Finance Manager with grade 12 and minimum of one year's experience in management of finances.			
1.2.2 CHWs trained in Home-Based Care or any other related Primary Health Care Course.			

CRITERION	DOCUMENTARY EVIDENCE	COMPLY	
2. METHODOLOGY		**YES**	**NO**
2.1. The activities proposed must be appropriate to the programme, practical, and achievable.	**Schematic Plan must include interventions/activity indicators/target group and time frame.**		
2.2. Provide us with the project plan that will indicate relevancy to the call for proposal.			
2.3. On the schematic plan the proposal must contain verifiable indicators.			
3. SUSTAINABILITY			
3.1. Provide details of the CBO/NPI sustainability plan i.e. plan to continue with the services in the absence of government and donor support	**Provide evidence of current sustainability**		

NB*: FAILURE TO COMPLY WITH ANY OF THE CRITERIA ABOVE WILL RESULT IN DISQUALIFICATION OF BIDDERS*

23.3. STAGE 3: IN LOCO INSPECTION

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

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

24. PRIORITY SERVICE COMPONENTS

CBOs/NPIs responding to this call for proposals must provide the following health services. Refer to the service requirements section

24.1 Maternal and Newborn Health.

24.2 Child Health, adolescents and youth.

24.3 HIV/AIDS/STIs.

24.4 Non-Communicable Diseases

24.5 TB

25. CONDITIONS AFTER APPROVAL

25.1 Funded CBOs/NPIs will be linked to the nearest Clinics/Community Health Centers for purposes/WBOTS of referral system.

25.2 The organization will be required to open a separate bank account to ensure easy financial accounting and auditing of the funds from the Department of Health.

25.3 A template to profile the homes in the area serviced by organization will be availed and successful bidders will be trained on this tool by the Department.

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 36 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

2.1 **Prices shall be firm for the first 12 months of the contract.**

2.2 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.

2.3 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.

2.4 The Principal contract has the responsibility to ensure any payments due to its subcontractor/s is fulfilled irrespective of any delayed payments by ECDoH .

3. SERVICE MANAGER

The Contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specification and any service level agreement implemented.

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

4.1 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, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

4.2 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:-

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Contractor's procedures The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

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

4.9 Provision of Services in clean and tidy manner. The contractor shall ensure that the Services are provided in a clean and tidy manner.

5. HAZARDOUS MATERIALS

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

6. 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.

7. 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.

8. 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 in its own right 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.

9. 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.

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction.

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

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

10.2 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.

10.3 Records. Contractor shall at all times 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.

10.4 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.

10.5 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.

11. 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.

12. 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.

13. PENALTIES

Any transgression without a material reason to the subcontracting agreement, supplier development plan such will be charged at a minimum of 5% of the quarterly payable amount.

PART 3

BID STRATEGY

THE BID CALLS FOR PROVISION OF COMMUNITY OUTREACH SERVICES (COS) BY COMMUNITY BASED ORGANISATIONS / NON-PROFIT INSTITUTIONS (NPIs) IN THE EIGHT HEALTH DISTRICTS OF THE EASTERN CAPE PROVINCE NAMELY ALFRED NZO, JOE GQABI, NELSON MANDELA METRO, SARAH BAARTMAN, OR TAMBO, CHRIS HANI, AMATHOLE AND BUFFALO CITY METRO FOR A PERIOD OF 36 MONTHS

1. BACKGROUND:

The South African Government has pledged a "long and healthy life for all South Africans". The Government has made its intentions clear to have a health system that provides universal access to healthcare and has therefore committed to strengthen the effectiveness of the health system by promoting cost effective primary health care services that are delivered as close to communities and households as possible. This service approach encompasses community involvement and is centered on promotive, preventive, curative, rehabilitative and palliative services.

The Department of Health recognizes the need to bring health care closer to communities and families hence the need to call for partnership with other stakeholders and NPls who are strategically placed within the community. When the need arises with funds available, the Department of Health calls for proposals from the NPls to conduct necessary prioritized service package to the community at large.

To ensure equitable access by all communities to essential package of communicable and non-communicable diseases, maternal, child women's health and nutrition, HIV&AIDS& ST Is & TB prevention, care, support and treatment services, the department has embarked on strengthening the community-based services through funding of CBOs/NPIs that provide out-reach programmes as means of relieving the burden of work from the health facilities.

2. BID STRATEGY

2.1. This bid is divided into 8 Districts namely Alfred Nzo, Joe Gqabi, Nelson Mandela Metro, Sarah Baartman, OR Tambo, Chris Hani, Amathole and Buffalo City Metro.

2.2. The bid will be awarded per District.

2.3. The department has the right to award one bidder or more, after taking into account risks and other mitigating factors.

BIDDERS MUST INDICATE BY TICKING BELOW FOR THE REGION THEY ARE BIDDING FOR

NO	DISTRICT	TICK √
1.	NELSON MANDELA BAY HEALTH DISTRICT	
2.	SARAH BAARTMAN HEALTH DISTRICT	
3.	BUFFALO CITY METRO (BCM) HEALTH DISTRICT	
4.	AMATHOLE HEALTH DISTRICT	
5.	CHRIS HANI HEALTH DISTRICT	
6.	JOE GQABI HEALTH DISTRICT	
7.	O. R. TAMBO HEALTH DISTRICT	
8.	ALFRED NZO HEALTH DISTRICT	

PART 4
Terms of Reference

1. PURPOSE

To fund CBOs/NPIs in order to render the Community Outreach Services in Alfred Nzo District, Joe Gqabi District, Sarah Baartman District and Nelson Mandela Metro, OR Tambo, Chris Hani, Amathole and Buffalo City Metro.

2. BACKGROUND

The South African Government has pledged a "long and healthy life for all South Africans". The Government has made its intentions clear to have a health system that provides universal access to healthcare and has therefore committed to strengthen the effectiveness of the health system by promoting cost effective primary health care services that are delivered as close to communities and households as possible. This service approach encompasses community involvement and is centered on promotive, preventive, curative, rehabilitative and palliative services.

The Department of Health recognizes the need to bring health care closer to communities and families hence the need to call for partnership with other stakeholders and NPIs/NPIs who are strategically placed within the community. When the need arises with funds available, the Department of Health calls for proposals from the CBOs/NPIs to provide necessary prioritized service packages to the community at large.

To ensure equitable access by all communities to essential packages of service, namely of communicable and non-communicable diseases, maternal, child women's health and nutrition, HIV&AIDS& STIs & TB prevention, care, support and treatment, the department has embarked on strengthening the community-based services through funding of CBOs/NPIs that provide out-reach programmes as a means of relieving the burden of work from the health facilities.

The funded CBOs/NPIs key roles and responsibilities for this program are to implement Community Outreach Services Care related activities namely, health promotion, primary prevention of disease, health behavior counselling, treatment adherence counselling, secondary disease prevention through basic screening with appropriate referral and basic therapeutic, rehabilitative and palliative cares services, for purposes of strengthening Primary Health Care.

The HIV & AIDS and STIs Directorate ensures that the universal access of health care and support to all communities is obtained by partnering with the grassroots CBO/NPIs who are known and accepted by the communities to render services such as TB & HIV AIDS Prevention and Care & Support services and ensuring that those that are not adhering to their return dates for treatment are called back to the system. This relates to patients suffering from TB; HIV&AIDS&STIs and other chronic conditions as stated in the adopted UNAIDS Strategy of the 95; 95; 95; concept, Adherence Guidelines, Universal Testing and Treatment Guidelines and other related National Circulars.

It is evident that this programme needs a strong partnership with non-Government organizations to ensure provision of continuum of care on daily bases as well as a concrete referral system between the Department of Health's outreach teams and the CBOs/NPIs. This call will be extended to CBOs/NPIs who are offering the above-mentioned services within the above-mentioned Districts.

3. CRITERIA FOR ELIGIBILITY

For eligibility the applying organisation must:

- Complete the bid document provided by the Department.
- Submit a detailed business proposal with a costed Business plan.
- Be registered as a CBO/NPI (a certified copy of a certificate from Department of Social Development should be attached to the proposal).
- Have been registered at least for two years as a CBO/NPI.
- Submit a signed copy of the organization's constitution.
- If previously funded by any organisation, the CBO/NPI must include the latest/recent copy of an annual financial report and the annual narrative report that is obliged to be submitted to Department of Social Development.
- Have offices and operate within the areas of the eight Districts of the Eastern Cape Province as advertised in the Bid.
- Submit a signed financial policy of the NPI that demonstrates the implementation of effective, efficient and transparent financial management and internal control systems.
- Submit a minimum of three signed reference letters with contactable details

NB: Should any one of the above criteria not be met the bidder will be disqualified.

4. SERVICE REQUIREMENTS.

The successful bidder shall conduct at least three of the services as outlined in the service package below:

4.1 SERVICE PACKAGE.

The full scope of work for CBOs/NPIs includes HIV/AIDS, TB, STIs, and Maternal and child health services, non-communicable diseases including diabetes, hypertension, mental health, substance abuse and prevention of injuries.

Each CHW (Community Health Worker) will offer integrated health care to the households and individuals within its catchment area.
The core components of the integrated services are to:

The scope of work for CBOs/NPIs includes HIV/AIDS, TB, STIs, and Maternal and child health services, non-communicable diseases including diabetes, hypertension, mental health, substance abuse and prevention of injuries.
Each CHW (Community Health Worker) will offer integrated health care to the households and individuals within its catchment area.
The core components of the integrated services are:

- Promote overall health and well-being within households and communities.
- Provide information, health education and promote healthy lifestyle behavior and disease prevention.
- Conduct structured household screening and profiling to identify health needs. Provide appropriate counselling and psychosocial support for individuals or households as defined by the CHWs scope of work.
- Provide adherence support for people on medication and support follow-up care, including delivery of chronic medication.
- Facilitate appropriate referral for health, rehabilitation, and social support services as needed for individuals or households.
- Facilitate community mobilisation and create awareness on health diseases through awareness campaigns and mobilise around community needs.
- The focus of CHWs will be on health promotion, screening, referral, and disease prevention (as defined by scope of work).
- Conduct Community Outreach Services in one's catchment area.

- The CBO/NPI should specify wards/villages/zones or sections where it is operating.
- Reflect the number of Community Health Workers contracted for this programme.
- Reflect the number of clients/ households served by one Community Health Worker.

Examples of priority intervention activities.

PRIORITY INTERVENTION	ACTIVITIES
Maternal and Newborn Health	• Promote early antenatal visits (conduct at least a minimum of 2 and maximum of 8 visits to a household during pregnancy) & recognition of danger signs and referral where necessary. • Conduct home supportive postnatal visits (within 24 hours the day mother returns home and again on days 3 and 6). • Support exclusive breastfeeding for infants 0 to 6 months. • Recognise newborn danger signs and refer appropriately. • Promote intake and adherence to micro-nutritional supplements such as iron, folic acid and calcium) issued at health facility.
Child Health (Note: the messages and actions associated with these five pillars are contained in the RTHB).	**Promote wellness and growth**: • **Promote infants and young child nutrition by promoting**: ➢ Exclusive breastfeeding of infants from 0 to 6 months. ➢ Continued breastfeeding of infants for at least 2 years. ➢ Introduction of adequate, good quality complementary feeds from 6 months of age. • Support parents to establish secure relationships with young children and promote the healthy development of young children. • Ensure that children are protected from preventable diseases by ensuring that they are immunized (Check Road to Health booklet) promoting handwashing and providing routine treatments (Vitamin A and deworming). • **Ensure that sick children receive appropriate care by**: ➢ Ensuring that children with danger signs are identified and referred. ➢ Promoting the use of Oral Rehydration Solution (ORS) for diarrhea. ➢ Identifying and referring children with Severe Acute Malnutrition (SAM) using Mid-Upper Arm Circumference (MUAC) tapes. • **Identify and support children who require extra care by**: ➢ Facilitate birth registration and access to child support grants and other available social support. ➢ Facilitate access to care for children with long-term health conditions (including HIV infection) and provide support to adhere to treatment.

PRIORITY INTERVENTION	ACTIVITIES
HIV/AIDS	• **Prevention:** ➢ Demonstrate and distribute male and female condoms during household visits and campaigns. • **Testing** ➢ Provide pre-test information. ➢ Conduct test for HIV (subject to being trained). ➢ Conduct post-test counselling. ➢ Facilitate index case finding and testing. ➢ Promote disclosure and refer where required. ➢ Provide STI screening. • **Treatment and linkage to care**: ➢ Provide physical linkage to care at a facility. ➢ Promote early initiation of ART for people living with HIV. • **Retention in care:** ➢ Trace early, late missed appointments and treatment interrupters and facilitate referral to care. ➢ Establish and facilitate Support Groups. ➢ Establish and facilitate Adherence Clubs for all chronic conditions. ➢ Establish and facilitate external pick up points. ➢ Provide home-based care for those in need**.** ➢ Provide Palliative Care.
TB	➢ Community Awareness & Education: ➢ Health talks in households, communities, schools, workplaces, and churches to raise awareness on TB symptoms, prevention, and treatment adherence. ➢ Distribution of IEC (Information, Education & Communication) materials in multiple languages. ➢ Use of community events and media to address stigma and myths about TB and encourage early health-seeking behaviour. ➢ Case Finding & Screening: ➢ Community TB screening campaigns using symptom checklists ➢ Collect sputum from all eligible people (with TB symptoms, and key populations) ➢ Contact tracing support — visiting households of confirmed TB patients to screen family members and collect specimens. ➢ Screen and collect sputum from newly diagnosed HIV positive clients and from those that are due for annual viral load. ➢ Screening in high-risk settings such as homeless shelters, prisons, hostels, and informal settlements. ➢ Send specimens to clinics. ➢ Linkage to Care. ➢ Referral systems to ensure people screened positive are sent promptly to clinics for diagnosis. ➢ Accompanying patients to health facilities for further testing if specimens are not collected on the spot, especially vulnerable populations (elderly, disabled, homeless).

PRIORITY INTERVENTION	ACTIVITIES
TB	➢ Tracking and tracing of patients who miss appointments to reduce loss to follow-up. • **Treatment Support & Adherence** ➢ Treatment literacy sessions for patients and their families to explain side effects, importance of adherence, and treatment duration. ➢ Support patients on treatment throughout their journey ➢ Send SMS / WhatsApp reminders for medication and clinic appointments. ➢ Provide nutritional support (food parcels or vouchers) to improve adherence among food-insecure patients. • **Psychological Support** ➢ Counselling services to help patients cope with TB diagnosis, stigma, and possible co-infections (e.g. HIV). ➢ Support groups for TB and TB/HIV patients to share experiences and encourage one another. ➢ Family engagement so household members understand how to support the patient. ➢ Infection Prevention & Control (IPC) ➢ Education on cough etiquette, mask use, and ventilation in homes, workplaces, and public spaces. ➢ Distribution of masks to patients and high-risk contacts. ➢ Support for facility-based IPC measures, e.g., helping with queue management to reduce crowding. • **Data & Reporting Support** ➢ Community-level data collection on screenings, referrals, and treatment outcomes to feed into facility reports. ➢ Assisting facilities with patient follow-up lists to trace those lost to follow-up. ➢ Advocacy & Stakeholder Engagement ➢ Engaging community leaders to champion TB awareness and reduce stigma. ➢ Participation in multi-sectoral TB forums to align community work with the Department of Health priorities. ➢ Advocating for social support grants or workplace protections for TB patients. • **Integration with Other Health Services** ➢ TB-HIV integration — offering HIV testing during TB screenings and vice versa. ➢ Screening for diabetes, malnutrition, and other co-morbidities linked to TB. ➢ Maternal & child health linkages — TB education and screening in antenatal/postnatal clinics.
Non-communicable Diseases	➢ Screening for all non-communicable disease. ➢ Promote health lifestyle choices. ➢ Provide health education on risk factors. ➢ Support patients on chronic care. ➢ Trace early and late missed appointments and treatment interrupters. ➢ Establish adherence clubs.

When the NPI has been contracted by ECDOH the following will be required:

1. A Service Level Agreement to be signed with ECDOH.

2. A contract between management of the NPI/CBO and Community Health Workers contracted by the said NPI that reflects an agreement on working conditions and the amount of stipend received per Community Health Worker per month will be required.

3. A database of Community Health Workers under the organisation with the following Information:

Name & Surname	**Identification Number**	**Gender**	**Highest Standard/Grade Passed**	**Courses attended/training received (Specify the number of days per course**	**Name of the Facilitator/trainer**

As soon as a Community Health Worker turns 60 the Eastern Cape Department of Health will no longer pay stipend to the Community Health Worker.

N.B: Funded NPIs will be linked to the nearest Clinics/ Community Health Centers/WBOTS for purposes of referral system. The District will do a needs analysis to assess which facilities the NPI/CBO will be linked too.

5. TECHNICAL PROPOSAL

A proposal document must provide a broad strategic plan, which includes strategic goals. This must include the following:

5.1 BUSINESS PLAN WITH THE FOLLOWING ELEMENTS:

5.1.1 Narrative Plan

A brief narrative account of what the organization wants to achieve over three years/36 months as proposed in the schematic plan, this section allows for definition of a service provided (e.g. Community Outreach Services as well as a description of the approach/methodology).

- **Objectives**
  A business plan should include objectives of the project which are **specific, measurable, achievable, realistic and time -bound.**

- **Target Groups and Target Areas**
  Who is being addressed and where?

- **Motivation**
  A brief description of why the planned interventions are important and why the organization is well placed to implement the plan is necessary. This must include a brief result of the situational analysis of an area to be served.
  Demonstrate a link between the implementation plan and the Budget items. This may include the relevant statistics of clients targeted for as well as the outputs of the project that must demonstrate how they relate to Government's initiatives of relieving the hospital beds. Clearly explain how you will go about ensuring quality while providing effective service to a number of people in your area.

5.1.2 Schematic Plan

This section forms part of the important and compulsory parts of your business plan, where you are to relate your activities to indicators, indicators to outputs and further ensure that you put realistic time frames to your activities to ensure proper monitoring of the project. Below is the template for developing a schematic plan and definitions of concepts.

Objective I: (put the first objective here) below is an example.

Intervention/Activity	**Indicators for Community Outreach Services.**	**Target**	**Timeline**
Specify clearly what you intend doing (step by step to address the objective above. You may have one or more activities that	Specify clear specific indicators. Below are examples of indicators. Refer to the service package when compiling indicators. 1. Number of visits conducted by Community Health Workers. 2. Total number of HIV defaulters traced and referred back to the Facility. 3. Total number of TB defaulters Traced and referred back to the Facility. 4. Number of clients supported for Treatment adherence. 5. Number of male and female Condoms distributed.	Here you have to indicate the actual number /amount of items stated in your indicators that you plan to achieve in one year. Parallel to the indicator put a relevant target, e.g. 3000 clients visited per year. 300 defaulters traced and referred to the facility. 600 TB defaulters traced and referred to the facility. 400 clients supported. 10 00 male condoms distributed etc.	Daily/weekly/ Monthly, Quarterly or Annually whichever is relevant.

(Objective II, III, IV etc.….)

N.B If your specific performance indicators are not mentioned, assistance may be provided with developing them –relevant to proposed activities. The indicators highlighted above are compulsory to all organizations that do Community Outreach Services.

Terminology

Concepts	Explanation
Objective	In specific terms what do you want to achieve? Objectives should be "SMART" (see explanation above) It should have a verb.
Intervention/Activity	How/ what do you intend doing to reach your stated objectives?
Time Frame	by when should the specific results have been achieved?
Target	Measurable results(s) of the activity.
Indicator	A yard stick to measure ones performance

6. FINANCIAL PROPOSAL

Include here a realistic detailed pricing schedule (budget breakdown) which should include the following budget line items:

BUDGET LINE ITEM

1. PERSONNEL

All staff contracted MUST be remunerated with a stipend of R5 288.73 per month from 6 to to 10 Community Health Workers and 3 additional personnel namely 1 Professional/Enrolled Nurse, 1 Finance Manage/administrator and 1 Coordinator of the CBO/NPI.

2. ADMINISTRATION

- Auditing fees R10 000 per annum.
- Airtime at R50 per month per health care worker.
- Internet connection WIFI R300 per month.
- Transport R300 per month for health care workers conducting funded related activities only.

3. INVENTORIES

- Stationery, photocopy paper R2000 per annum.
- Uniform at R1000 per staff per annum.
- Commodities for outreach activities R30 000 per annum..

4. EQUIPMENT MAINTENANCE

- Laptop, printer (scanner) printer cartridges R20 000 per annum.

Note well:

The budget line items stipulated above will vary from one CBO/NPI to another. Where the item is not relevant; there should be no budget indicated against it e.g. if the CBP/NPI does not have a Professional/Enrolled Nurse do not budget for one.

- Remunerations (stipend for all staff contracted MUST not be more than R5 288.73 per person per month). However, the CBO/NPI can raise funds to top up the remunerations given to the employees.
- Auditing fees not exceeding R10 000 (this is a once-off amount) paid to the Auditors at the end of each financial year. If the Auditors charge any amount above this, the CBO/NPI will have to make means to top that up/pay the difference itself.
- The contracted CBO/NPI must ensure that they are registered with the Public Service's Central Supplier Database. This will be done by following the instructions from Treasury.
- The CBO/NPI will be expected to open a separate bank account to ensure easy financial accounting and auditing the funds from the Department of Health.

7. FINANCIAL POLICIES

The proposal must be accompanied by a signed copy of the CBO/NPI financial management policy that displays the way the funds are managed, goods and services are purchased and how the CBO/NPI's internal control systems are conducted to ensure good financial management.

8. CONTRACTS

Once the applications have been approved and before funds are disbursed to the CBO/NPI, they must sign a written Service Level Agreement, the duration is 36 months starting from the date of approval by the Superintended General Health.

8.1 Withdrawal of support or cancellation of Contracts.

An CBO/NPI that is suspected of not performing and providing the services it is contracted to provide will undergo a project as well as a financial review. After investigation by the Department, no defaults were found then the funding shall be given to that CBO/NPI. The Department may also seek legal opinion in such cases where it has been found that there has been possible misuse of funds and this could lead to legal action and termination of a contract.

9. MONITORING

Monitoring will involve:

- Bi -annual announced visits to the CBO/NPI by the Department of Health representatives.
- Spot – checking/ unannounced monitoring visits may occur.
- Submission of reports by funded CBO/NPIs namely, Monthly financial reports, Quarterly progress reports, Annual Audited financial reports and an annual narrative report, namely the report the CBOs/NPIs are obliged to submit to the Department of Social Development in order to ensure the CBOs/NPIs remain registered on the register. The report must be submitted three months after the end of the financial year.
- Monthly financial reports should be accompanied by the following:
  Receipts/slips as proof of procurement conducted in the month.
  Pay roll for personnel remunerated on this grant.
  Monthly bank statements.
  Minutes of the quarterly Board and Management meetings where the progress on the implementation of the programme and the financial reports are discussed must be kept by the CBO/NPI on site.

N.B Quarterly Progress reports must address the indicators as reflected in the schematic plan

9.1 Levels of monitoring:

- The CBO/NPI shall exercise internal monitoring systems.
- The Public has the right to information about the funded CBO/NPIs and their activities and may therefore monitor the quality of service rendered by a CBO/NPI and give feedback to the CBO/NPI and the Department.
- The Department of Health from all spheres of Government has an obligation to monitor the funded CBO/NPIs.

10. OMMISSIONS

The omission of any information that is relevant to the above-mentioned criteria from the developed proposal will be penalized.

ADMINISTRATIVE COMPLIANCE REQUIREMENTS **CBOs/NPIs must adhere to the following to qualify for technical evaluation.**
• The CBO/NPI must provide Community Outreach services. • The CBO/NPI must be a Non-Profit CBO/NPI duly registered under NPI Act 71 of 1997. A certified copy of the registration certificate must be attached to the proposal. • Valid (Current) Tax Exemption Certificate must be submitted with the Technical Proposal. • The CBO/NPI must submit audited financial statements for the latest financial year if funded previously. • The CBO/NPI must attend the compulsory briefing session scheduled by the ECDOH and indicated in the advertisement. • Only CBO/NPIs that have been in operation for a minimum of two years will be considered for funding. • The CBO/NPI must have a constitution. Copy of the signed Constitution must be submitted with the technical proposal • The signed financial proposal must be submitted in a separate envelope and not with the technical proposal. • The CBO/NPI must submit the proposal before the deadline as indicated in the advertisement. • The CBO/NPI must submit Database of staff members with CVs and highest relevant qualifications. Attach copies of certificates of courses attended. • If previously funded the CBO/NPI must attached copies of award letters. 3 reference letters with contactable details must be submitted with the proposal.

11. ADDITIONAL INFORMATION

The Department of Health will not fund CBO/NPIs that are run by family members. In cases where family members occupy senior positions both as Board members and or Management, it becomes

difficult for the Board to be objective. Good Governance and financial management is always compromised when this practice is exercised. Whenever the above practice is implemented, the Department will cease to transfer further tranches. Short-listed service providers may be asked to provide additional information or be asked to explain their concept in detail.

12. APPLICABLE DOCUMENTS FOR SUBMISSION

The following documents must be submitted for processing of application for funding:

a) Funding Proposal

- Name of the organisation
- Governance and Administration
- Physical and Postal Address
- Name of the contact person and contact number
- Main objectives, Mission and Vision
- Type of services
- Target group and Villages
- Organisational structure
- Profile of the management and staff including Health Care Workers.
- Project Plan
- Finance (Income and Expenditure budget)
- Monitoring and Evaluation Plan

b) Constitution (including last two endorsed minutes of the board meetings)

c) NPI registration certificate

d) Annual report (last two years)

e) Audited financial statement (if previously funded)

f) Valid/ Current Tax Exemption Certificate from SARS

13. FUNDING PROCEDURES

- Call for proposal will be advertised.
- Briefing of NPIs/CBOs about the funding requirements will be done before the close of the proposal.
- Submission of proposal before deadline.
- Opening of the proposals will be done and all administrative requirements adhered to before evaluation can take place.
- The Evaluation Committee will assess only proposals that adhered to the administrative compliance requirements.
- Only organisations that passed the Technical Evaluation with 80% or more will be considered for Financial Evaluation (Financial Proposal)
- In order to technically evaluate the proposal of each NPI/CBO the Evaluation panel will use the Evaluation Criteria attached to these guidelines.
- Only after approval from Superintendent General (SG) will the Service Level Agreement be awarded and signing of the Service Level Agreement can take place.
- Funds will be disbursed to NPIs/CBOs in two tranches, depending on the performance and compliance.

14. GENERAL CONDITIONS

- The funding Service Level Agreement will be valid for a period of three years (36) months.
- Interest earned from the fund must only be utilised for the approved project.
- Funds must only be used for the purpose for which they were approved.
- Service Level Agreements may be entered into, after negotiations between the NPI/ CBO and the ECDOH, subject to the availability of funds, achievement of set project outputs and Compliance with Section 16 of Treasury Regulations.
- All unspent funds after thirty-six (36) months must be disclosed to the HIV & AIDS and STIs Directorate, and an agreement will be reached for the activities that must be implemented with the funds.
- Audited annual financial statements must be submitted by all funded NPIs/CBOs within nine months after the end of the project duration.
- Assets acquired utilising the Departmental funds will remain the sole property of ECDOH, if the NPI/CBO is disbanded, the ECDOH reserves the right to allocate all the assets to any other active NPI/CBO.
- Visits to the NPIs/CBOs sites may take place at any time without announcement or arrangements. Sites may take place at any time without announcement or arrangements.

15. MONITORING AND EVALUATION

- The NPI/CBO must provide the department with quarterly activity and monthly financial reports by the 15th day of the month following the end of the previous month.
- All the reports must be compiled using the prescribed format.
- An annual report must be submitted within two months after the end of the Service Level Agreement period.
- An Audited annual financial statement must be submitted within nine months after the end of the Service Level Agreement period.

16. BREACH OF AGREEMENT:

The ECDOH reserves the right to scrutinize the financial statements and the mode of operation of the NPI/CBO.

The ECDOH reserves the right to re-claim funding that, in the reasonable opinion of the Department, has not been used appropriately. By the same token, further funding for the current year may be stopped at any time.

Circumstances that will be considered inappropriate and lead to discontinuation of funding include:

- Misconduct with regards to the rendering of services to clients.
- Mismanagement of funds, as prescribed in the Public Finance Management Act.
- Non-adherence to the business plan in terms of the proposed projects.
- Failure to submit monthly, quarterly reports and Annual financial statements as set out in reporting requirements and reporting formats.
- Instability in Governance and mal-administration.

ANNEXURE A

EASTERN CAPE PROVINCE DEPARTMENT OF HEALTH

FORMAT FOR NPI/CBO FUNDING PROPOSAL

1. Name of Organization: …….

2. Physical Address **:** ……..

……

……

……

……

3. Postal Address **:** ….. …. ……..

……

……

……

……

4. Telephone No **:** ……

Fax No **:** ……

5. Contact Person **:** ……...

Tel No **:** ……

Cell No **:** ……

Position **:** ……

6. Objectives of the organization

……..

……..

……..

……..

……..

……..

……..

7. Services provided by the NGO / CBO

Type of services	No of beneficiaries
A……..	.....
B……	.....
C……	.....
D……	.....
E……	.....
F……	.....
G……	.....

8. Describe the package of service or the approach your organization is using in the provision of the services

……
……
……
……
……
……
……
……
……
……
……
……
……
……
……
……
……
……..

9.NGO/CBO

9.1 NGO / CBO Board (Please attach as annexure detailing functions of each board member)

Name	Position	Race	Gender (F / M)	ID No	Training/Experience	Place of Employment

9.2. NGO / CBO Management

Name	Position	Race	Gender (F/M)	ID No	Training /Experience

9.3. Personnel employed to render these services (Copies of certificates of CHWs/ all staff to be attached with the submission)

Name	Position	Race	Gender	Age	Duties	Training /Experience	Employment status	
							Stipend	Volunteers

10. NGO / CBO Staff profile

Gender	Age category					Total
		18-25	26-35	36-50	51 & Above	
Male						
Female						

11. Areas of Operation

District _____

Sub District	Ward	Villages / Zone / Units	Type of Service	Number of beneficiaries

12. Confirm registration which the organization hold. Please attach a copy of the registration certificate – ANNEXURE 3

Type of registration	Please tick	Registration Number	Date of Registration
e.g. Non-Profit organization			

ANNEXURE 4

13. NGO / CBO Constitution (Attach a signed copy of a constitution)

14. Describe the historical background of the organization and how it has developed to the current status.
(How was the project started, developed and the problems or challenges to be addressed by the organization).

……
……
……
……
……
……
……
……
……
……
……
……
……
……
……
……

15. Describe the management of the project from its origin to date.

……..
……..
……..
……..
……..
……..
……..
……..
……..
……..
……..
……..

16. How do you make your services known to beneficiaries?

……
……
……
……
……
……

17. Which nearest Health Facility/Clinics is your organisation linked to?

……
……
……..

Contact Person at the Clinic / Health Facility:

……

Contact number: (land line)

……

18. Community involvement

Describe how the target group or beneficiaries are involved in the project.

……
……
……
……
……
……
……
……
……
……

Ward Councilor/ Head man:

Name : ……..

Contact Number : ……

19.PROJECT PLAN; Please indicate the activities of the organization using the format indicated below

AREAS OF FOCUS	ACTIVITIES TO BE DONE IN THE FOCUS AREA	PERSON RESPONSIBLE	EXPECTED OUTPUT	INDICATORS

AREAS OF FOCUS	ACTIVITIES TO BE DONE IN THE FOCUS AREA	PERSON RESPONSIBLE	EXPECTED OUTPUT	INDICATORS

20.FINANCIAL MATTERS

20.1 BANKING DETAILS

Name of the Bank		
Name of the account holder		
Type of Account		
Branch Code		**POSITION**
Name of signatories and position in the organisation	1.	
	2.	
	3.	

20.2 Other source of funding

Name of the Funders	**Amount**	**Year**	**Activities funded**	**Area**	**Contact Number**	**Contact Person**
Departments	**R**					
Municipality	**R**					
Local business	**R**					
Donors	**R**					
Agencies	**R**					
Others (Specify)	**R**					

20.3 Attach copy of the most recent financial statement –

20.4 Indicate the name and address of the firm responsible for compiling your audited financial statement

Name of Firm ……

Contact Person ……

Audit Firm's Address : ……
……
……
……
……..

Contact Number :……

20. 5 Present expenditure and income

(These relate to the present expenditure and incomes not proposed one)

ANNEXURE 6

21. Sustainability

What plan does the organization have to continue with the services in the absence of government and donor support? Provide evidence of this plan

……
……
……
……
……
……
……
……
……
……

……
……
……
……
……
……
……
……
……
……
……
……
……
……
……
……

22. Monitoring and Evaluation

(Describe how the organization will be assessed and monitored at different intervals by the Board members and management (monthly, quarterly and annually) so that the impact of the service and cost effectiveness can be measured.

Monthly:……
……
……
……
……
……
……
……
……
……
……

Quarterly……
……
……
……
……
……
……
……..

Annually:……
……
……
……
……
……
……
……
……

23. Declaration

I the undersigned hereby declare that the above information supplied is true and Correct.

Name and Signature:

Position	Name and Surname	Signature	Date
Project Coordinator / Manager			
Chairperson			
Treasurer			

Part 3

SBD 3.1

Schedule A – Pricing Schedule

Please submit the Budget as per attached format.

BUDGET BREAKDOWN

1. PERSONNEL (Stipend for all personnel remunerated :(Per Person Per Month)			
Category No. of personnel	Unit cost /month	Monthly Cost	Annual Cost
Manager/ Project Coordinator			
Financial Administrator /officer			
Nurse if available (part- time)			
Community Health Workers			
		Sub Total	

2. ADMINISTRATION		
	Monthly cost	Annual Cost
1. Auditing fees R10 000 per annum.		
2. Airtime at R50 per month per Health Care Worker.		
3. Internet connection WIFI R300 per month.		
4. Transport fees at R300 per month for conducting funded related activities.		
	Sub Total	

3. INVENTORIES	Monthly cost	Annual Cost
Stationery, Photocopy Paper R2000 per annum.		
Uniform at R1000 per staff per annum.		
Commodities for outreach activities at R30 000 per annum.		
Sub Total		
4. EQUIPMENT MAINTENANCE	Monthly cost	Annual Cost
1. Laptop, printer, (scanner) printer cartridges R20 000 per annum.		
	Sub Total	
	GRAND TOTAL (ADD 1+2+3+4)	

Signature – of a Compiler ---------- Date----------

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
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 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 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 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 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 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 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 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

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.

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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP 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) / 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.

PART 5 SCHEDULE C

SBD 4

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 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

[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.

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 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

[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.

Part 5 – Schedule F
Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule G

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
   ADDRESS : _____
   ID NUMBER: _____
2. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____
3. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____
4. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____
5. NAME : _____
   ADDRESS : _____
   ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Part 5 – Schedule H
Organisational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1. .....

2. .....

Part 5 – Schedule I
Details of Supplier's Nearest Office

1. Physical address of supplier's office

_____

_____

_____

_____

2. Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2. .....

Part 5 – Schedule J
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	FINANCIAL POSITION OF BIDDER I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....
2. .....