Office of: The Deputy Director of Supply Chain Management – Livingstone Tertiary Hospital

Livingstone Hospital • Ground Floor • Nurses' Home • Room 12 • Stanford Road • Korsten • Port Elizabeth • Eastern Cape
Private Bag X • Korsten • 6014 • REPUBLIC OF SOUTH AFRICA
Mr V Coetzee - Tel: 041 405 2424 OR Ms T Mnabisa 041 405 2183 • / 041 405 2202- Mr. M. Siziba
Email: valentine.coetzee@echealth.gov.za OR thandi.mnabisa@echealth.gov.za / Mongameli.siziba@echealth.gov.za

ADVERTISEMENT

REQUEST FOR 10 DAYS QUOTATION BID

BID NO: SCMU3-P26/27-0275-LDH

09 JUNE 2026

PROVISIONING FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER(S) TO FORM PART OF A PROFESSIONAL AGENCY DATA BASE FOR THE SUPPLY OF NURSES TO LIVINGSTONE TERTIARY HOSPITAL FOR A PERIOD OF TWELVE (12) MONTHS

QUOTATIONS/ RFQ ARE HEREBY INVITED FROM ALL INTERESTED AND RELEVANT SERVICE PROVIDERS THAT CAN OFFER THE ABOVE-MENTIONED SERVICE.

Bid documents with the necessary terms of reference may be obtained from CSD PORTAL WEB SITE

THERE IS NO PAYMENT REQUIRED FOR THE BID DOCUMENTS

PLEASE TAKE NOTE: BID DOCUMENTS ARE NOT ISSUED BY THE DEPARTMENT – BIDDERS ARE THEREFORE REQUESTED TO DOWNLOAD THE BID DOCUMENTS FROM CSD PORTAL WEB SITE

Bidders must immediately ensure that they are **registered on Centralized Supplier Database (CSD)** when collecting these Bid documents.

Bids will only be awarded to the supplier registered on Centralized Suppliers Database (CSD).

Completed Bid documents may be Uploaded on the CSD Portal Website.

CLOSING DATE 18 JUNE 2026 AT 11H00

Further enquiries can be directed to MR V COETZEE / MS N MNABISA at the following numbers (041) 405 2424 / 405 2183

.... DATE: 08/06/2026

MRS.B. PLAATJIES

ACTING CEO

LIVINGSTONE TERTIARY HOSPITAL

PART A

INVITATION TO BID **SBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LIVINGSTONE TERTIARY HOSPITAL					
BID NUMBER:	**SCMU3-P26/27-0275-LDH**	CLOSING DATE:	**18 JUNE 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	Provisioning for the Appointment of Suitable Service Provider(s) to form Part of a Professional Agency Data Base for the Supply of Nurses to **LIVINGSTONE TERTIARY HOSPITAL** for a period of TWELVE (12) Months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Department of Health-Livingstone Tertiary Hospital					
Standford Road- Korsten					
Port Elizabeth 6014					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr Valentine Coetzee / Ms NJ Mnabisa	CONTACT PERSON	Mr N. Silongo
TELEPHONE NUMBER	041 405 2424 / 405 2183	TELEPHONE NUMBER	041 405 2221
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	valentine.coetzee@echealth.gov.za	E-MAIL ADDRESS	ntobeko.silongo@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**	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ N		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐
YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐
YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐
YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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 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:..........................

PART 1

SPECIAL CONDITIONS OF BID

1. BACKGROUND AND INTRODUCTORY PROVISIONS

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

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 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 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

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

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

3.2 All bids must be submitted via Centralised Supplier Database (CSD) bearing the bid number, bid description and closing date.

3.4 All bids must be received on or before the closing time and date stipulated above on CSD .

4. ENQUIRIES

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. NO COMPULSORY BID BRIEFING

No Compulsory briefing session required for this Bid.

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 A- which completed form/s must be submitted together with the bid documents.

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX and all applicable taxes.

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 A

7. 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 3 – Schedule B.

8. **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 3 – Schedule C.

9. **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 3 – Schedule D

10. **CONSORTIUM / JOINT VENTURE**

10.1 It is recognized that bidders may wish to form consortia to provide the Services.

10.2 A bid in response to this invitation to bid by a consortium shall comply with the following

10.2.1 It shall be signed so as to be legally binding on all consortium members;

10.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;

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

10.2.5 Each party to the Consortium must submit a consolidated HDI Goal Claim

11. **ORGANISATIONAL PRINCIPLES**

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

12. **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 3 – Schedule F which completed form, must be submitted together with the bid.

13. **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 3 Schedule G.-

14. **PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule H 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.

15. **VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **60 (Sixty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16. **ACCEPTANCE OF BIDS**

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

17. **NO RIGHTS OR CLAIMS**

17.1 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 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.

17.2 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.

18. **NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY**

18.1 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" basis with the approval of the DoH.

18.2 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.

19. **ACCURACY OF INFORMATION**

19.1 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.

19.2 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.

20. **COMPETITION**

20.1 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.

20.2 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.

20.3 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.

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

21. **RESERVATION OF RIGHTS**

21.1 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: -

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

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

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

21.1.4 Award the bid to one or more than one service provider.

21.1.5 It is recommended that the successful bidder employs professional and or general operation staff that are within the sub-area.

22. REQUIREMENTS

22.1 Previous performance of the bidder will be an advantage and considered in the evaluation of the bid.

22.2 Financial standing of the bidder will be considered for risk analysis, and bidders are required to submit documentary proof to demonstrate financial stability in the form of: -

22.3.1 Latest financial statements in the case of Companies and in the case of Close Co-operation CC.

22.3.2 Letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached.

22.3.3 Form Part 5 schedule H must be completed accordingly.

23. REGISTRATION WITH SOUTH AFRICAN NURSING COUNCIL

(a) The Department of Health reserves the right to verify the information requested with the South African Nurses Council or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not reflect the one provided on the bid document will render the bid null and void. The ECDOH will not be liable for any inaccurate information supplied.

(b) Part Time Employment of Professional / Enrolled / Assistant Nurses is subjected to Individual Valid Registration with the South African Nursing Council. When your company is requested to submit a quotation the valid proof of such registration must be submitted. at time of contracting to perform patient care services with Department of Health.

(c) The bidder must ensure that register nursing staff is appointed. If it was reported and or noted that the bidder's personnel's registration is not valid or in process or has been suspended or withdrawn by South African Nursing Council at the time of submission of the bid documents will be disqualified and the contract immediately terminated.

24. CONTRACT AND STAFFING SOLUTIONS

This contract is for the purpose of Emergency Situations ONLY. Placement requests will be made by Department of Health: Livingstone Tertiary Hospital for Emergency request ONLY WHEN REQUIRED and for the period of 12 months in line with the Supply Chain Management Delegations and Financial Management on procurement above R30 000-00.

Service must be available on very short notice received

25. **EVALUATION CRITERIA**

Bidders are required to meet the following criteria indicated in stages.

25.1 **The bid will be evaluated as follows:**

- Stage 1: Administrative compliance /pre-qualification and Mandatory Requirements
- Stage 2: Functionality
- Stage 3: Price and Specific Goal Points

The stages are further detailed below

25.3 STAGE 2: ADMINSTRATIVE COMPLIANCE

Administration Compliance Requirements

25.3.1 The bid documentation must be completed comprehensively and correctly in original BLACK ink all signatures MUST be Original. All SBD documents

25.3.2 Declaration forms (SBD 4) must be completed and signed. (new format SBD4, 8, 9 in one document)

25.3.3 Bidders must have attended the Compulsory Bid Briefing & Information and be recorded as such in the register**. There is NO Bid Briefing Session for this Bid**

25.3.4 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).

25.3.5 Bidders must be Registered on the Central Suppliers Data Base

25.3.6 Proof of Financial Stability to be attached as venue and food must be provided and secured prior to date of event
Proof of Financial Capacity: Submission of
a) Recent Audited Financial Statements,
b) Good Standing letter from Registered Financial Institution Bank (not an account Confirmation letter)
c) ECDC Financial Assistance Letter

25.3.7 CIPRO certificate (Company Registration Documents) **and** ID copies (must be certified with original stamp within 3 months from closing date of bid

25.3.8 Locality Ownership: Proof of business address (municipal account or valid lease agreement)

Prospective bidders are required to submit the following documentation for quality for administrative compliance;

25.3.9 Administrative Compliance: MANDATORY REQUIREMENTS

(d) A bidder must submit, from the Department of Labour, a valid **COIDA** certificate. (Compensation of Occupational Injury and Diseases Act)

(e) The successful bidder will be held responsible for any damage or loss suffered by the Department as result of the bidders Employee's negligence or willful action in the ordinary execution of their duty. **The company must submit an existing Public Liability Policy contract or a letter of intent of taking out insurance from the Insurance Company or Broker and must be submitted as part of the returnable.** Before resuming with the work, the company must submit the insurance policy contract for this service.

(f) Bidders must be registered with the Centralized Supplier Database (CSD) and furnish proof of registration with the bid.

	Administrative Requirements	Complied	
	FAILURE TO COMPLY WITH THE ABOVE MANDATORY REQUIREMENTS WILL INVALIDATE YOUR BID	YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.1)		
C	New 2022 Declaration of Interest (SBD 4)		
D	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)		
E	Compulsory Briefing Session **Not Applicable**	n/a	n/a
F	Joint Venture Agreement requirement if applicable		
G	Financial Capacity (3 months financial Statements, Letter of Good standing from the bank or ECDC Financial Assistance)		
H	CIPRO certificate (Company Registration Documents) (must be certified with original stamp within 3 months from closing date of bid)		
I	ID copies (must be certified with original stamp within 3 months from closing date of bid)		
J	Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.		
K	Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.		
L	Locality Ownership: Proof of business address (municipal account or valid lease agreement)		
M	Updated CSD report (must be recent within 7 days from closing date)		
N	**Mandatory**: Attach Proof of Valid COIDA (Compensation of Occupational Injury and Diseases Act		
O	**Mandatory** Attach proof of Liability Cover or an intent letter		
P	**Functionality**: Project References: Proof of Experience		
Q	**Functionality**: Proof of Staff Payroll		

26. STAGE 2: FUNCTIONALITY EVALUATION

- The minimum threshold for functionality is **20 points out of 40 points.**
- A bidder that scores less than **20 points out of 40** in respect of functionality will be regarded as non-responsive bid and will be disqualified.
- Only bidders that obtain 20 points and above will qualify for further evaluation in terms of price and Specific Goals evaluation **(3rd stage)**
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

Criteria	Description /Sub-criteria	Max Score	Required Evidence
Experience	**Work Experience in Labour Placement/Recruitment environment/ services** Below 2 years 2– 5 years 5 years and above	**15** 05 10 15	Project reference form from current and previous clients for similar services clearly indicating duration of contract, Contract start and end date, bid value and performance of the bidder. ***NB: Points will only be allocated when the bidder included the departmental projects reference form contemplated in this bid document. Project reference form signed by the referee(client)*** Project Reference attached for your assistance to be completed on experience
Human Resources	**Available Staff** Provide us with: • A database of employees that are available or can be contracted with, for the facilities tendered for.	**25** 15	Submit a copy of a customized database showing the following: ➢ Name ➢ ID number ➢ SA Nursing Council Numbers ➢ Residential address ➢ Contact number Failure to provide the above will invalidate the database point.
	• A clear system in place to accommodate sick/absent employees without affecting nursing services.	10	A document outlining the plan for dealing with emergency requirement of staff in place of sick/absent staff for the allocated site.
	Total	**40**	

27.1 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

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

Step 2: POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

27.3 Bidders are required to complete the preference claim form (SBD 6.1) and submit the copies or certified copies of the following documents at the closing date and time of the bid to claim the Specific Goal level points.

a. Copies of valid Business Registration Documents

b. Copies of ID Documents of all Company Owners/Directors/Shareholders

c. Copies of Medical Certificate in Respect of Disability Claim

d. Copies of Rental Agreement and/or Municipality Utility account in your business name as proof of the business address etc.

27.4 A bid will not be disqualified from the bidding process if the bidder does not submit any of the required documents mentioned in item 23.3.a-d to claim specific goals. Such bidders will score 0 out of maximum of 10 points for specific goals.

27.5 The points scored by a bidder in respect of the level of Specific Goals Claimed will be added to the points scored for Price.

27.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

27.7 The total points scored will be rounded off to the nearest 2 decimals.

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

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

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

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

The following table must be used to calculate the score out of 20 points for Specific Goals

The specific goals allocated points in terms of this tender	**Weighting (of 20 POINTS)**	**Number of points (80/20 system)**
Historically Disadvantaged Individuals Ownership	20%	4
Women Ownership	20%	4
Youth Ownership	20%	4
Disability Ownership	20%	4
Military Veterans Ownership	10%	2
Locality Ownership	10%	2
TOTAL	100%	**20**

a) A tenderer must submit proof of its Specific Goals status of contributor.

b) A tenderer failing to submit proof of Specific Goals status level of contributor or is a non-compliant contributor to Specific Goals may not be disqualified, but may only score point out of 80 price, and scores 0 points out of 20 for Specific Goals.

c) The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:

- CSD report (must be recent within 7 days from closing date);
- CIPRO certificate and/or ID copies (must be certified with original stamp within 3 months from closing date of bid/quote);
- Medical certificate / Doctor's medical report (Impairment should be substantially limiting - long term or of recurring nature)
- Municipal accounts or proof of address

d) A tenderer may not be awarded points for Specific Goals status level of contributor if the tender documents indicate that they intend sub-contracting 25% of their contract value to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the contract.

PROJECT REFERENCE

Bidder is required to attach project references as per the list below

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ... (name and surname)

.... (company name)

Declare that I was the recipient (client) of the following **Employment/Placement Services**

successfully executed by ....
(name of bidder)

Project Name: ....

Project Location: ....

Commencement Date: .... Completion date: ....

Duration of the contract...

Contract Value: ....

A. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments: ....
....
....

D. Cell No. .... E. Office No..

F. Fax No. .... G. E-mail: ....

This signed at .... on this ....day of ....

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED. **SIGNED BY REFEREE (CLIENT)**

PROJECT REFERENCE

PROJECT REFERENCE
Bidder is required to attach project references as per the list below
PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ... (name and surname)

.... (company name)

Declare that I was the recipient (client) of the following **Employment/Placement Services**

successfully executed by ....
(name of bidder)

Project Name: ....

Project Location: ....

Commencement Date: .... Completion date: ....

Duration of the contract..

Contract Value: ....

E. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

F. Would you consider/recommend working with this bidder

Yes	No

G. Any other comments: ....
....
....

H. Cell No. .... E. Office No...
F. Fax No. .... G. E-mail: ....

This signed at .... on this ....day of ....

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED. **SIGNED BY REFEREE (CLIENT) PROJECT REFERENCE**

PROJECT REFERENCE
Bidder is required to attach project references as per the list below
PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ... (name and surname)

.... (company name)

Declare that I was the recipient (client) of the following **Employment/Placement Services**

successfully executed by ....
(name of bidder)

Project Name: ....

Project Location: ....

Commencement Date: .... Completion date: ....

Duration of the contract...

Contract Value: ....

I. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

J. Would you consider/recommend working with this bidder

Yes	No

K. Any other comments: ....
....
....

L. Cell No. .... E. Office No...
F. Fax No. .... G. E-mail: ....

This signed at .... on this ....day of ....

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED. **SIGNED BY REFEREE (CLIENT) PROJECT REFERENCE**

PROJECT REFERENCE
Bidder is required to attach project references as per the list below
PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ... (name and surname)

.... (company name)

Declare that I was the recipient (client) of the following **Employment/Placement Services**

successfully executed by ....
(name of bidder)

Project Name: ....

Project Location: ....

Commencement Date: .... Completion date: ....

Duration of the contract...

Contract Value: ....

M. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

N. Would you consider/recommend working with this bidder

Yes	No

O. Any other comments: ....
....
....

P. Cell No. .... E. Office No...
F. Fax No. .... G. E-mail: ....

This signed at .... on this ....day of ....

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED. **SIGNED BY REFEREE (CLIENT) PROJECT REFERENCE**

PROJECT REFERENCE
Bidder is required to attach project references as per the list below
PROJECT REFERENCE RETURNABLE 2 OF 3

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value were completed successfully by the bidder.

I, ... (name and surname)

.... (company name)

Declare that I was the recipient (client) of the following **Employment/Placement Services**

successfully executed by ....
(name of bidder)

Project Name: ....

Project Location: ....

Commencement Date: .... Completion date: ....

Duration of the contract..

Contract Value: ....

Q. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

R. Would you consider/recommend working with this bidder

Yes	No

S. Any other comments: ....
....
....

T. Cell No. .... E. Office No..
F. Fax No. .... G. E-mail: ....

This signed at .... on this ....day of ....

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED.**SIGNED BY REFEREE (CLIENT)**
PROJECT REFERENCE

PROJECT REFERENCE
Bidder is required to attach project references as per the list below
PROJECT REFERENCE RETURNABLE 3 OF 3

Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, ... (name and surname)

.... (company name)

Declare that I was the recipient (client) of the following **Employment/Placement Services**

successfully executed by ....
(name of bidder)

Project Name: ....

Project Location: ....

Commencement Date: .... Completion date: ....

Duration of the contract..

Contract Value: ....

U. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					
Condition of Control Room					

V. Would you consider/recommend working with this bidder

Yes	No

W. Any other comments: ....
....
....

X. Cell No. .... E. Office No..
F. Fax No. .... G. E-mail: ....

This signed at .... on this ....day of ....

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable NO POINT WILL BE AWARDED. **SIGNED BY REFEREE (CLIENT) PROJECT REFERENCE**

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

1.1 This contract is for a period of 3 months for the supply of Nursing Professionals positions within Livingstone Tertiary Hospital on and emergency basis only.

1.2 The awarding of the contract will be done on a Rate Base Hourly Rate for required services in line with requirements and specifications

1.3 The awarded service provider will not be able to claim any additional values not included in the original quotation SBD3.2

2. FEES, CHARGES AND PAYMENTS:

2.1 The awarding of the contract will be done on an Hourly Rate Base Unit pricing (monthly charged Unit Price Excluding VAT+ VAT = Total Unit Price Including VAT). Prices must be market-related and not inflated due to the nature of the services. All costs must be included in the unit price no hidden cost or separate costs will be accepted.

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.

3. SERVICE REQUIREMENTS

3.1 Employment must be in accordance with the Department of Labour requirements, Acts and Regulation.

3.2 Employment to be in Accordance with the NEW COVID-19 Environmental Health requirements/protocols and/or any other protocols on Pandemic regulations if required

3.3 Contracted Service provider is solely responsible to issue Personal Protective Equipment and ensure that it is available for contracted workers/cleaners

3.4 The contractor shall ensure that the Services are provided and managed accordingly.

3.5 The contractor is required to submit copies of the potential appointed/placed staff member's Identification Document. The ID number will be verified against the DPSA Government Employment Payroll site to confirm Government employment.

3.6 If any of the contracted nurses are employed full-time by another employer (primary employer) the permission granted to perform work outside your normal working hours must be submitted along with the Copy of the Identification Document

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 COVID-19 Response Support Manager.

Provide the ECDoH with copies of contractor's operating procedures and processes relating to the Services in respect of Service delivery.

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 (laundry items) and injury to personnel and or patients as a result of poor quality products.

6. 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.
- Compliance with Department of Labour requirements (UIF & Workman's compensation)

7. 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.

8. PERFORMANCE MEASUREMENT PROVISIONS

8.1 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 contain the manner in which contractor's performance will be measured throughout the term of the contract.

8.2 ***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

8.3 ***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.

8.4 Measurement of performance

- Periodic checks: ECDoH shall carry out continued checks for the purpose of which shall 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 facility 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 to determine and to assess service user satisfaction. The user satisfaction survey shall be conducted day-to-day.

8.5 ***Results of checks, audits and surveys:*** ECDoH shall be entitled to utilize 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.

9. 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.

10. PROJECT DELIVERABLES

- The supply and delivery dates and times will be agreed upon with the successful bidder.
- Delivery addresses will be provided to the suppliers
- 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).
- Non-compliance to delivery period will lead to cancellation of the contract.

First instance	Issue notice of breach
Second instance	Meeting and second notice of breach
Third instance	Cancellation of 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. SUB-CONTRACTORS

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

No other type of sub-contracting is permitted and or allowed.

14. LOCAL ECONOMIC DEVELOPMENT: EMPLOYMENT OF COMMUNITY MEMBERS

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

The contractor is subjected to employment of Community members from the area where the facility is situated per staff compliment/employment. No Government appointed employees (permanent, interns, temporary, contract workers, Clinic committee members etc.) may be appointed to perform required services.

At time of Emergency employment and acceptance of the official order is required that the contracted service provider submit an official employment schedule/list indicating the Names, ID Number(s), SA Nursing Council registration proof and Addresses for verification process and copies of these documents.

Contractor's employees is subjected to Department of Public Service Administration (DPSA) Verification to confirm Government employment status.

16. LIABILITIES

The Contractor shall be liable for and indemnify the Eastern Cape Department of Health against claims, suits, demands, or costs whatsoever arising from any injury or death to any person or damage or loss to any property sustained as a result of any action by the tenderer's personnel for the duration of the contract. Where the Eastern Cape Department of Health has suffered any loss or damage in respect of its health-related products or equipment where such loss or damage was as a result of a willful or negligent act or omission on the part of the tenderer or the tenderer's employees, the Eastern Cape Department of Health shall have the right to claim compensation from the tenderer. Where the Eastern Cape Department of Health has suffered any Injury or loss of life in respect of patients treated at any of Department of Health Facilities as a result of a willful or

Negligent act or omission on the part of the contractor or the contractor's employees the contractor shall be delictual liable for the act or omission

17. UNIFORMS AND IDENTIFICATION OF THE AGENCY EMPLOYEES

The appointed service provider's employees must wear the required uniform of plain navy and white with the SANC distinguishing devices for easy identification. Employees must be neatly dressed in uniform at all times

18. 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.

19. 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.

20. DEPARTMENT OF LABOUR REGISTRION / STAFFING ORGANIZATIONS

The contractor shall fully comply with Department of Labour registration requirements for all contracted employees e.g UIF & Workman's Compensation

The contractor will have no advantage being part of a Association and or organization. Awarded contractors must ensure that they employ register professional as required by the governing body for their profession

21. PENALTY CLAUSES

21.1 The Easter Cape Department of Health`s: Head of Department or a representative/s, is responsible for routine inspections to the tenderer's areas of deployment in order to ensure an acceptable level of service is rendered in terms of both these specifications and or SOPs.

21.2 Irregularities detected through such routine inspections will result in a penalty being levied against the tenderer and such penalty could range from a monetary value to the reduction in work allocated and / or the termination of the service. The penalty furthermore serves as a quality control indicator.

21.3 The option of applying a penalty is but one aspect in a series of intervention options which may be implemented, depending on the severity and or continuation of the same irregularity. A penalty application should be regarded as an indicator which requires immediate corrective action to be implemented by the tenderer, failure of which may activate further intervention options. The escalation of action, although designed in a priority format, may be implemented without following the set priority. This action will depend on various factors such as:-

21.3.1 The severity of the irregularity or any action / activity which results in poor service delivery, or which are in contravention of the specifications.

21.3.2 The interventions may include one or a combination of a:- Penalty, Removal from specific locality/ area or termination of services.

21.3.3 The submission of invoices for work completed is closely linked to the penalty clause, which requires from the tenderer to deduct the said penalties incurred from such invoice/s before submission to the Eastern Cape Department of Health.

21.4 The following penalties does not form part of any other disputes in respect of loss/damages and or litigation against the Department due to the negligence of the contracted bidder employees contracted

14.5 The following penalty clauses will apply: -

NO	ITEM	PENALTY
1	No Valid ID card and/or Identification	R100
	No uniform (the uniform must be complete)	R100
	Late for duty within 1 hour	R200
	Late for duty beyond 1 hour	Pro rata to rate per shift
	Reporting off duty prematurely	R500
	Sleeping / not totally alert	R500
	Under the influence of alcohol	R500
	Leave designated area without authority	R500
	Fails to comply with Regulated Health Care Regulations / Guidelines and or Policies on Patient Health Care Services	R500
	Failing to hand/take over shifts	R100
	Playing games and listening to music on cell phones while doing health care duties or related duties	R500
	Bidders Contracted Employees does not have or is unable to produce their Valid South African Nursing Council Registration Proof	R500

Part 3 - Schedule A
Government Procurement General Conditions of Contract

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.

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets 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 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

4. Standards

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

5. Use of Contract documents; information and 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 be extended 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 fulfilling the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 the property of the purchaser shall remain 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 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

21.6 Without the application of penalties.

21.7 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 favorable 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) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

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 interest[1] in the enterprise, employed by the state? **YES/NO**

1.1.1 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

1.2 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:

……………………………………………………………………………………

……………………………………………………………………………………

1.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……………………………………………………………………………

……………………………………………………………………………

3 DECLARATION

[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.

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 consortium[2] 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM 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 3 – Schedule C

Qualifications and Experience

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

____

____

____

A list of existing /previous contracts relating to services which are similar to the Services: Also see Project Reference returnable attachment on next page 53

Description of Contract	Start Date	End date

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

____

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

____

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

____

....

SIGNATURE OF (ON BEHALF OF) BIDDER

....

NAME IN CAPITALS

In the presence of:

1. ....

2. ....

PROJECT REFERENCE FORM

Part 3 – Schedule D

Organization 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 3 – Schedule E
Organizational 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 3 – Schedule F
Details of Supplier's Nearest Office

1. Physical address of supplier's office

____

____

____

____

1. Physical address of supplier's control

____

____

____

____

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 3 – Schedule G
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-month bank statement. A letter of good standing from a reputed financial institution / ECDC letter** If this requirement is not complied with in full the bid will 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. ....

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	20% (2)	
TOTAL	100% (20)	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm………………………………………………………………………

4.4. Company registration number: ……………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety

Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

Part 3 - Schedule I
CONSENT FORM BY THE BIDDER

The bidder shall be bound by all SCM regulatory provision and amendment thereto whether expressly or impliedly in this document

The Head
Department of Health E.C
Private Bag X0038
Bisho, 5605

Sir/Madam

Granting authority to request information from any legal entity relevant to this bid

1) I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/we grant approval that any source regarding this bid may be fully investigated and that all such information should be of material importance and directly relevant to the consideration of our bid. I /we further grant my/our consent to such source to provide confidential information.

2) I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.

3) The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above

________________________ Signature ______________ Date

OR

	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our tender

________________________ Signature ______________ Date

________________________ Witness Signature

Provisioning for the Appointment of Suitable Service Provider(s) to form Part of a Professional Nursing Agency for the Supply of Nurses to Livingstone Tertiary Hospital

OVERALL OBJECTIVE

This specification establishes the requirements of the Eastern Cape Department of Health: Livingstone Tertiary Hospital, for the appointment of a **qualified** service provider that can effectively supply services as per the tender specifications below.

SCOPE OF WORK

- The services required for this tender includes the supply and delivery of the **Professional Agency Nurses**
- The contractor(s) will be required to supply Nurses on short notices in Emergency Situations as declared by the Responsible Manager from Livingstone Tertiary Hospital
- The contractor(s) will be requested to deliver the **Professional Agency Nurses ordered** as per delivery schedule(s)
- Delivery addresses as per table above and will be provided to the awarded supplier(s).
- Contractor must ensure that the annual professional fees are paid up in full for 2026.
- Contracted professionals MUST have a Valid Updated Registration(s) with the South African Nursing Council as required by Law. This must be available at all times for verification by the Eastern Cape Department of Health at any time.
- Services may be for any weekday, Monday to Friday, weekends Saturdays, Sundays as well as Public Holidays. Services required will be for day and night shifts.

BID STRATEGY

- This bid is for the emergency situations requiring urgent placement of Professional Nurses Speciality (Critical Care/Trauma) Professional Nurses (experienced in Intensive Care Unit), Professional Nurses General, Enrolled Nurses and Enrolled Nursing Assistants as identified by the Responsible Nursing Manager and/or Finance manager (see SCM Delegations). This bid may not be used for any other purpose as stated.
- The successful bidder(s) will be requested to deliver the service ordered directly to where the services are required as approved by the Responsible Nursing Manager and/or Finance Manager.
- The contract is rate/item price based and will be utilized on an "as and when required" principle.
- Service quantities and descriptions may be changed/increased/decreased to the discretion of the end user facility and no set quantities form part of the contract agreement as the tender.
- Delivery is required with immediate effect (within 30 minutes) of issuing an official order and/or instruction note depending on the approval.
- Order(s) will be issued in accordance with the available budget allocations.
- Price will be fixed for the duration of the contract (3 months).
- Professional services to be provided over a 12-month period.
- Bidders are required to submit an hourly rate.

The Placement of Nurses in the hospital is as follows:

Required Emergency Placement of Professional Nurses Speciality and General, Enrolled Nurses and Enrolled Nursing Assistants.

To promote local industries and contribute to employment the hospital intends to give preference to local suppliers and as a condition of tender will therefore stipulate this and that the successful service provider considers appointing locally qualified and registered nurses.

Bidders are required to submit an hourly rate for the following services.

Professional Nurses Speciality (Critical Care/Trauma/ICU to work in the Intensive Care Unit or the Isolation Unit)
Professional Nurse (experienced in Intensive Care Unit to work in ICU or the Isolation Unit)
Professional Nurse (General to work in Accident & Emergency Department, General Wards and the Isolation Unit)
Enrolled Nurse (to work in Accident & Emergency Department, General Wards and the Isolation Unit)
Enrolled Nursing Assistants (to work in Accident & Emergency Department, General Wards and the Isolation Unit)

- Current Valid Registration with the South African Nursing Council as a Registered Nurse, Enrolled Nurse and Enrolled Nursing Assistant.
- Speciality or Experience in Intensive Care Unit is required for placement in the Intensive Care unit or Isolation Unit.

The specifications with respect to the Nursing Agencies Services to the Accident & Emergency Department and Intensive Care Unit and the wards at Livingstone Tertiary Hospital.

The nurses required will be allocated to the departments mentioned above during the required period depending on the facility demands and needs. The allocation will be as follows:

Professional Nurses Speciality (Critical Care/Trauma/ICU) (for the Intensive Care Unit and Isolation Unit)
Professional Nurse (experience in Intensive Care Unit): to be allocated to the Intensive Care Unit or the Isolation Unit
Professional Nurse (General to work in Accident & Emergency Department, the General Wards or the Isolation Wards)
Enrolled Nurse (to work in Accident & Emergency Department, General wards or the Isolation Unit)
Enrolled Nursing Assistants (to work in Accident & Emergency Department, General wards or the Isolation Unit)

CONFIRMATION OF SPECFICATION

END USER .... DATE 08/06/2026

PRINT NAME NTOBEKO SILONGO

CONFIRMATION OF SPECFICATION MEETING

CHAIRPERSON: BSC .... DATE 08/06/2026

PRINT NAME Abner Peace Knock

SBD 3.1

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of Bidder………

Bid number…SCMU3-P26/27-0275-LDH: **Provisioning for the Appointment of Suitable Service Provider(s) to form Part of a Professional Agency Data Base for the Supply of Nurses to Livingstone Tertiary Hospital, for a period of 03 months**

Closing Time 11:00 Closing Date : 18 JUNE **2026**

OFFER TO BE VALID FOR 60…DAYS FROM THE CLOSING DATE OF BID.

BID PRICE IN RSA CURRENCY -- ALL APPLICABLE TAXES INCLUDED – "NO VAT CHARGES ALLOWED ON NON-VAT ITEMS"
- NON-VAT VENDORS MAY NOT CHARGE VAT – DELIVERY CHARGES TO BE INCLUDED IN UNIT PRICE

NB: USE BLACK INK TO FILL THIS FORM
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)**
………
- **Period required for delivery** **………………………………………**
***Delivery: Firm/not firm**

Four Part Quotation System Monday to Friday including Weekends and Public Holidays

INTENSIVE CARE UNIT or ISOLATION UNIT

		Monday - Friday (Day)			Monday - Friday (Night)		
PART1 Description	**Unit**	**HOURLY RATE Unit Price Excluding VAT**	**VAT**	**Total Price on Quantities**	**HOURLY RATE Unit Price Excluding VAT**	**VAT**	**Total Price On Quantities**
Professional Nurse Speciality (Critical Care/ICU/Trauma)	1	R	R	R	R	R	R
Professional Nurse General (experienced in ICU)	1	R	R	R	R	R	R

		Saturday (Day)			Saturday (Night)		
PART1 Description	**Unit**	**HOURLY RATE Unit Price Excluding VAT**	**VAT**	**Total Price on Quantities**	**HOURLY RATE Unit Price Excluding VAT**	**VAT**	**Total Price On Quantities**
Professional Nurse Speciality (Critical Care/ICU/Trauma)	1	R	R	R	R	R	R
Professional Nurse General (experienced in ICU)	1	R	R	R	R	R	R

PART1 Description	Unit	Sunday (Day) HOURLY RATE Unit Price Excluding VAT	Sunday (Day) VAT	Sunday (Day) Total Price On Quantities	Sunday (Night) HOURLY RATE Unit Price Excluding VAT	Sunday (Night) VAT	Sunday (Night) Total Price On Quantities
Professional Nurse Speciality (Critical Care/ICU/Trauma)	1	R	R	R	R	R	R
Professional Nurse General (experienced in ICU)	1	R	R	R	R	R	R

PART1 Description	Unit	Public Holiday (Day) HOURLY RATE Unit Price Excluding VAT	Public Holiday (Day) VAT	Public Holiday (Day) Total Price On Quantities	Public Holiday (Night) HOURLY RATE Unit Price Excluding VAT	Public Holiday (Night) VAT	Public Holiday (Night) Total Price On Quantities
Professional Nurse Speciality (Critical Care/ICU/Trauma)	1	R	R	R	R	R	R
Professional Nurse General (experienced in ICU)	1	R	R	R	R	R	R

ACCIDENT AND EMERGENCY DEPARTMENT, GENERAL WARDS and THE ISOLATION UNIT

PART1 Description	Unit	Monday - Friday (Day) HOURLY RATE Unit Price Excluding VAT	Monday - Friday (Day) VAT	Monday - Friday (Day) Total Price on Quantities	Monday - Friday (Night) HOURLY RATE Unit Price Excluding VAT	Monday - Friday (Night) VAT	Monday - Friday (Night) Total Price On Quantities
Professional Nurse (General)	1	R	R	R	R	R	R
Enrolled Nurse	1	R	R	R	R	R	R
Enrolled Nursing Assistant	1	R	R	R	R	R	R

PART1 Description	Unit	Saturday (Day) HOURLY RATE Unit Price Excluding VAT	Saturday (Day) VAT	Saturday (Day) Total Price on Quantities	Saturday (Night) HOURLY RATE Unit Price Excluding VAT	Saturday (Night) VAT	Saturday (Night) Total Price On Quantities
Professional Nurse (General)	1	R	R	R	R	R	R
Enrolled Nurse	1	R	R	R	R	R	R
Enrolled Nursing Assistant	1	R	R	R	R	R	R

PART1 Description	Unit	Sunday (Day) HOURLY RATE Unit Price Excluding VAT	Sunday (Day) VAT	Sunday (Day) Total Price on Quantities	Sunday (Night) HOURLY RATE Unit Price Excluding VAT	Sunday (Night) VAT	Sunday (Night) Total Price On Quantities
Professional Nurse (General)	1	R	R	R	R	R	R
Enrolled Nurse	1	R	R	R	R	R	R
Enrolled Nursing Assistant	1	R	R	R	R	R	R

PART1 Description	Unit	Public Holiday (Day) HOURLY RATE Unit Price Excluding VAT	Public Holiday (Day) VAT	Public Holiday (Day) Total Price on Quantities	Public Holiday (Night) HOURLY RATE Unit Price Excluding VAT	Public Holiday (Night) VAT	Public Holiday (Night) Total Price On Quantities
Professional Nurse (General)	1	R	R	R	R	R	R
Enrolled Nurse	1	R	R	R	R	R	R
Enrolled Nursing Assistant	1	R	R	R	R	R	R

NOTE THE FOLLOWING: PRICE SCHEDULE MUST BE COMPLETED IN FULL AND CORRECTLY. FAILURE TO COMPLLETE WILL RESULT IN ELIMINATION.

PLEASE RECORD COMPANY DETAILS BELOW

Company Stamp Here

Signature of authorized person: ______________________________

Print Name: ______________________________

CAPACITY: ____________________ **DATE:** ______________