

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>DSDP 24/23</b>	CLOSING DATE:	<b>17<sup>th</sup> November 2023</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>MANAGEMENT OF SHILUVANA FRAIL CARE CENTRE FOR A PERIOD OF 36 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>The Department of Social Development</b>					
<b>21 Biccard Street (Olympic Towers Building)</b>					
<b>POLOKWANE</b>					
<b>0700</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Seopa PA</b>		CONTACT PERSON	<b>Setlatjile D</b>	
TELEPHONE NUMBER	<b>(015) 230 4440 or 079 699 2308</b>		TELEPHONE NUMBER	<b>083 309 3147</b>	
FACSIMILE NUMBER	<b>(015) 291 2226</b>		FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<b><u>SeopaPA@dsd.limpopo.gov.za</u></b>		E-MAIL ADDRESS	<b><u>SetlatjileD@dsd.limpopo.gov.za</u></b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

**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, 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

## 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.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- 
- Required by: .....
  - At: .....  
.....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  
\*Delivery: Firm/not firm
  - Delivery basis .....

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

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

\*Delete if not applicable

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....  
.....

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

- 2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

---

<sup>2</sup> 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.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest 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 the 90/10 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	3	
Women	3	
Persons with disabilities	2	

Promotion of Youth	1	
Promotion of Co-operatives and Non- Profit Organizations	1	

### 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.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**THE NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts

15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

- 1.3.** “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4.** “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5.** "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6.** “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7.** “Day” means calendar day.
- 1.8.** “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9.** “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10.** “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11.** "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that

of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12.** "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13.** "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14.** "GCC" means the General Conditions of Contract.
- 1.15.** "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16.** "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.



- 1.17.** “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18.** “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19.** “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20.** “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21.** “Purchaser” means the organization purchasing the goods.
- 1.22.** “Republic” means the Republic of South Africa.
- 1.23.** “SCC” means the Special Conditions of Contract.
- 1.24.** “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25.** “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

- 2.2.** Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3.** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1.** Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2.** With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1.** The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract Documents and information; inspection.**
- 5.1.** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2.** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.



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

- |   |   |
|---|---|
| <b>17. Prices</b>                               | 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.  |
| <b>18. Contract amendments</b>                  | 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.   |
| <b>19. Assignment</b>                           | 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.   |
| <b>20. Subcontracts</b>                         | 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.  |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the</p> |

extension shall be ratified by the parties by amendment of contract.

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

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

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

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

## **22. Penalties**

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination  
for default**

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

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

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be

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

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

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

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

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has

been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- |  |  |
|--|--|
| <b>24. Anti-dumping and countervailing duties and rights</b> | <p>24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p> |
| <b>25. Force Majeure</b>                                     | <p>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.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the</p>   |

cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and 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 Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for



investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



**DEPARTMENT OF**  
**SOCIAL DEVELOPMENT**

**TERMS OF REFERENCE FOR THE MANAGEMENT OF SHILUVANA FRAIL CARE CENTRE**

**1. PURPOSE**

The Limpopo Department of Social Development would like to award a contract to a company/organization and / or institution with the capacity to provide and manage services at Shiluvana Frail Care Centre. The facility is situated at Ezekhaya Village in Shiluvana, Greater Tzaneen Municipality within Mopani District.

**2. DEFINITIONS**

<b>DEFINITIONS</b>	
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	These are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department
Bidders	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Social Development to submit a bid in response to this bid

	invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	Several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid
Department	The Limpopo Department of Social Development
Disability	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being
Firm Price	The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract
Functionality	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
Goods	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Social Development's delegate by the successful Bidder in terms of this bid
Joint Ownership	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses

Management	In relation to an enterprise or business, an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	Any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her
Rand Value	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person
Sub-contracting"	Means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
	<b>Rand Value"</b> - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties

### **3. BACKGROUND INFORMATION**

The facility is situated approximately 40km From Tzaneen Town, 4 kilometres from Dr C N Phatudi Hospital, and 20 kilometres from Letaba Regional Hospital. It is based within a rural area and provides services to persons with disabilities. It has the capacity of hundred and sixty (160) approved, usable beds. The facility admits adults from the age of eighteen (18) and above.

### **4. SCOPE OF WORK**

The service provider will be expected to ensure compliance with statutory bodies – Professional bodies and related legal frameworks. The service provider must comply with the National Department of Social Development Policy on Disability and the Minimum Standards on Residential Facilities for Persons with Disabilities

#### **4.1. PROFESSIONAL SERVICES**

The service provider shall be responsible for the day-to day operations of the care centre. Without limitation of the generality of this obligation; this shall include the provision of the following care, treatment, and rehabilitation service package:

- 4.1.1. Medical Services
- 4.1.2. Psychological Services
- 4.1.3. Nursing Services
- 4.1.4. Physiotherapy Services
- 4.1.5. Occupational Therapy Services
- 4.1.6. Social Work Services
- 4.1.7. Pharmaceutical Services
- 4.1.8. Speech & Audiology Services
- 4.1.9. Dietetic Services
- 4.1.10. Oral Health services

NB: Referrals to specialized services when a need arises.

#### **4.2. ADMINISTRATIVE SUPPORT SERVICES**

- 4.2.1. Human Resource Management and Development,
- 4.2.2. Financial Management Services

- 4.2.3. Transport Services,
- 4.2.4. Logistic Support Services
- 4.2.5. Records Management Services
- 4.2.6. Risk Management Services
- 4.2.7. Information Technology Services

#### **4.3. HOUSE KEEPING**

- 4.3.1. Gardening Services
- 4.3.2. Sanitation Services
- 4.3.3. Waste Management Services-both solid and medical waste
- 4.3.4. Safety and Security Services
- 4.3.5. Maintenance of Infrastructure
- 4.3.6. Electricity/power Supply and Maintenance Services
- 4.3.7. Telecommunication
- 4.3.8. Clean and Safe Water Supply Services
- 4.3.9. Boiler Services
- 4.3.10. Quality Control Services
- 4.3.11. Cleaning Services
- 4.3.12. Pest Control
- 4.3.13. Laundry Services
- 4.3.14. Catering Services: Provision of well-balanced nutritious meals
- 4.3.15. Infection Control Services
- 4.3.16. Occupational Health Safety Services

#### **4.4. SUNDRIES**

- 4.4.1. Provision of clothing, bedding, diapers, towels, toiletries, storage and all other required items for service provision in terms of industry standards.

#### **4.5. THERAPEUTIC AND RECONSTRUCTION SERVICES**

- 4.5.1. Therapeutic Programmes
- 4.5.2. Sports and Recreational Programmes
- 4.5.3. Life Skills
- 4.5.4. Vocational Training

- 4.5.5. Educational Programmes
- 4.5.6. Development of beneficiaries' Individual development Plans and Care Plans.
- 4.5.7. Tuck Shop

## **5. LEGISLATIVE MANDATES**

The service provider is expected to provide service in line with the following mandates and prescripts:

- 5.1. Constitution of the Republic of South Africa, 1996
- 5.2. National Department of Social Development Policy on Disability
- 5.3. Occupational Health and Safety Amendment Act, No. 181 of 1993
- 5.4. Labour Relations Act, 1995.
- 5.5. Employment Equity Act, No. 55 Of 1998
- 5.6. Mental Health Care Act 17 of 2002
- 5.7. Technical Assistance Guidelines on the Employment of People with Disabilities
- 5.8. Skills Development Act No. 97 OF 1998
- 5.9. Promotion Of Access to Information Act 2 OF 2000
- 5.10. Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993);
- 5.11. Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974);
- 5.12. Nursing Act, 1978 (Act No. 50 of 1978);
- 5.13. National Economic, Development and Labour Council Act, 1994 (Act No. 35 of 1994);
- 5.14. Older Persons Act, 2006 (Act No.13 of 2006)
- 5.15. National Health Care Act 61 of 2003
- 5.16. Pharmacy Act 53 of 1974
- 5.17. Social Assistance Act (Act no13 of 2004)
- 5.18. The Medicine and related Substance Control Act 101 of 1965
- 5.19. White Paper for Social Welfare (1997)
- 5.20. Social Service Professions Act, 1978 (Act no. 110 of 1978)
- 5.21. Prevention of and treatment for substance abuse Act (Act no.70 of 2008)
- 5.22. Advisory Board on Social Development Act, 2001 (Act no. 3 of 2001)
- 5.23. Non-Profit Organizations Act, 1997 (Act no. 71 of 1997)
- 5.24. Sexual Offences Related Matters Amendment Act no 32 of 2007
- 5.25. And any other relevant applicable legislation

## 6. HUMAN RESOURCES

All appointed staff must be managed in accordance with the Basic Conditions of Employment Act, Employment Equity Act and Labour Relations Act.

The staff component must be as follows:

<b>POSITION</b>	<b>TOTAL POSITIONS</b>
Facility Manager	1
Nursing Manager	1
Operational Manager	3
Professional Nurse	9
Enrolled Nurse (Staff Nurse)	10
ENA (Enrolled Nurse Auxiliary)	38
Care Givers	15
Admin Officer	1
Admin Assistant	2
Driver	2
Social Worker	1
Social Auxiliary Worker	2
Medical Officer-Sessional Doctor (Two hours three times per week:-24 hours per month).	1
Pharmacist	1
Pharmacy Assistant	1
Maintenance Officer	2
Maintenance assistant	1
Physiotherapist-	2
Occupational Therapist technician	2
Occupational Therapist	2
Laundry Assistant	4
Dietician-Sessional (8hrs a month)	1
Porter	1
Security	6
Cleaning Supervisor	1
Cleaning Assistant	1
General Cleaners	20
Catering Supervisor	1
Catering Assistant Supervisor	1
Catering Assistant	13
Gardening Supervisor	1
Gardening Assistant	2



## **7. OBLIGATIONS OF THE SUCCESSFUL BIDDER**

- 7.1. The successful bidder must comply with the requirements as stipulated in the National Department of Social Development Policy on Disability and the Minimum Standards on Residential Facilities for Persons with Disabilities.
- 7.2. All the people admitted should be subjected to the multi-disciplinary team for assessment and screening.
- 7.3. The professional staff to be employed must be qualified and registered in terms of the relevant regulatory bodies.
- 7.4. The following staff must be available for twenty-four (24) hours a day and seven (7) days a week (Professional Nurses, Enrolled Nurses, Enrolled Nursing Assistants, Care givers and cleaners).
- 7.5. The premises should always be kept clean and hygienic.
- 7.6. Residential Facilities must support and enhance other social services programmes such as capacity building and empowerment, social integration, promoting sustainable livelihoods, etc., to provide for holistic support to users.
- 7.7. Services to Persons with Disabilities must include skills development, access to education, access to employment opportunities, access to sports and recreation activities, etc.
- 7.8. Activities that can improve the lives of persons with disabilities can include designing programs that would enable them to live an active healthy, protected, and independent life for as long as it is possible and informing them of social welfare services available to them.
- 7.9. The service provider shall outline a skills transfer plan for the duration of the contract.
- 7.10. Non-professional staff shall be trained on first aid and Occupational Health and Safety.

## **8. GOVERNANCE OF THE SERVICES PROVIDED BY THE CENTRE**

- 8.1. Department of Social Development shall provide monitoring and evaluation of the services rendered at the facility.
- 8.2. The service provider shall compile and submit monthly reports to the Chief Directorate: Social Welfare Services in the Department of Social Development.
- 8.3. Quarterly meetings shall be held with the management of the centre to assess the implementation of the programmes.

- 8.4. The Department shall ensure that Shiluvana Frail Care Centre's governance structure is established in terms of the relevant legislation.

## **9. ADMISSION CRITERIA**

- 9.1. Persons who by reason of their physical and/or mental disability, are unable to care properly for themselves and may or may not require constant nursing and medical care including the provision of meals, medication, or other domestic services.
- 9.2. Persons with disabilities who are dependent or semi-dependent and are not able to function in the community even with the aid of support systems may be admitted to the facility.

## **10. MAINTENANCE REQUIREMENTS**

- 10.1 The maintenance of the building shall comply with all conditions and requirements prescribed by the applicable local authority, provincial and/or national departmental and issued with a Certificate in terms of National Building Regulations and Building Standards Act.

## **11. ASSESSMENT/ TREATMENT**

- 11.1. Pre-admission assessment: All applicants shall be assessed for admission by trained assessment panel using the admission criteria.
- 11.2. Post-admission assessment: All new Users are assessed within 7 days by the multi- disciplinary team.
- 11.3. All assessment reports shall be kept confidential in the resident's file.
- 11.4. The multi-disciplinary team (MDT) should do a formal review of all User's treatment progress on a six-monthly basis.
- 11.5. The case manager will do a weekly review of each resident's treatment progress as decided by the MDT.
- 11.6. All records will be kept confidential in line with the relevant prescripts.

## **12. INDIVIDUALIZED DEVELOPMENTAL PLAN (IDP)**

- 12.1.** Each user / family shall participate in the development of an individualized treatment plan.
- 12.2.** Both the case manager and the user / family shall sign the plan.
- 12.3.** Each user / family shall be provided with adequate information regarding treatment options.
- 12.4.** IDP shall contain the following- Analysis of the problem, shared decision making about solutions i.e. clear and concise short & long term goals/ planning, Implementation i.e. putting, plan into action and review & evaluation plan.

## **13. CARE PLAN**

- 13.1.** Each user or family shall participate in the development of a care plan through assessment within 6 weeks after admission.
- 13.2.** They shall be informed of the review process and afforded the opportunity to ask for changes to their care plan, if needed and desired.

## **14. SAFETY**

- 14.1.** Persons with disabilities must have access to any form of assistance such as First Aid, emergency contact numbers, police, other relevant professionals and parents, where possible.
- 14.2.** Safety shall be displayed.
- 14.3.** There must be clear procedures for reporting, prevention of violence and any type of abuse incidents.
- 14.4.** Hygiene and pest control.
- 14.5.** Hazardous areas such as swimming pools, cliffs, etc.
- 14.6.** Weapon control and removal
- 14.7.** Storage of hazardous waste.
- 14.8.** Ensuring an alcohol and drug free environment.

## **15. PHYSICAL CARE AND ENVIRONMENT**

- 15.1.** Accessible and safe physical environment.
- 15.2.** Reasonable and appropriate access of residents to the community
- 15.3.** Basic amenities are in good working order.
- 15.4.** Own bed and private space for clothing possessions for each person
- 15.5.** Consultation and participation of residents in arranging personal space of each disabled person.

## **16. HEALTH CARE**

**The service provider shall ensure the following:**

- 16.1.** Provision of preventative, routine, or emergency medical attention, for serious illness or injury.
- 16.2.** A person with disability and/ or family understands fully any prescribed medical procedures or treatment, where possible.
- 16.3.** That drug control of behaviour is used only in extreme cases, is documented, and limited to a specific period and forms part of the IDP developed by a team.
- 16.4.** Ensure that users have access to preventative, routine, or emergency medical attention, including dental care, sexuality, pregnancy, Hepatitis B & HIV/AIDS for serious illness or injury, appropriate to age, capacity, cultural & linguistic heritage
- 16.5.** The necessary and appropriate medical information about each user should be obtained including Hepatitis B.
- 16.6.** No user is tested for infectious or communicable diseases without their permission or representative/ significant others & knowledge or, permission from legal guardians or where guardians are not available, the appropriate legal authority.
- 16.7.** When users are seriously ill or have died, parents/guardians/significant others are notified.
- 16.8.** In cases where parents/family/significant others are untraceable the referring social worker will be notified.
- 16.9.** Must ensure the provision for continued mental health observations, including the identification of possible suicide attempts and the appropriate medical, therapeutic, and developmental services to the residents.
- 16.10.** That the facility complies with prescribed policy and procedure on pharmacotherapy and medical care.

## **17. BEHAVIOUR MANAGEMENT**

- 17.1.** Management of behavioural challenges shall be in compliance to Mental Health Care Act and other pertinent prescripts and protocols.
- 17.2.** Furthermore, must ensure that staff is adequately trained on behavioural expectations.

## **18. PROMOTION OF ACCESS TO LEGAL COUNCIL, COURT AND COURT PROCEEDINGS**

- 18.1.** The service provider must keep records of all relevant legislation documents and ensure acquaintance thereof.

## **19. THERAPEUTIC PROGRAMMES**

- 19.1.** The service provider must have documented therapeutic programmes for the users. The therapeutic programme must make provision for the following:
- 19.1.1.** Individual counselling,
  - 19.1.2.** Group therapy sessions:
  - 19.1.3.** Family therapy,
  - 19.1.4.** Family group conferencing
  - 19.1.5.** Physiotherapy
  - 19.1.6.** Occupational Therapy
  - 19.1.7.** Speech and hearing Therapy
- 19.2.** Facility must give users appropriate opportunities to participate in decision-making regarding the daily activities, treatment and other issues affecting the facility and the residents.
- 19.3.** Facility must have a user's representative committee, which meets with management to participate in decision-making regarding daily activities and other issues that affect the residents.

- 19.4. Staff shall not subject user to exploitative labour or work for longer than four hours per day.
- 19.5. Users shall not be forced into any therapeutic intervention and that they can disengage from the intervention if they so choose.
- 19.6. The support and participation of family and/or caregivers shall form an integral part of the treatment programme and is encouraged by the facility.
- 19.7. Treatment and other service delivery activities shall be recorded and documented to ensure regular monitoring, evaluation, and quality of care.

## **20. EDUCATION**

- 20.1. Persons with disabilities must be given support and assistance, including resources, where possible and space regarding educational programmes suitable to their capacity, circumstances, and developmental needs.
- 20.2. The educational programmes shall be accredited in line with the Department of Education.

## **21. DISENGAGEMENT**

**The service provider must ensure that:**

- 21.1. Users are assessed to determine their potential for release and to facilitate release planning with the resident during the six (6) monthly review meetings.
- 21.2. All users are assessed after completing a quarter of the term of treatment to determine their potential for release and to facilitate the release planning.
- 21.3. Interviews with users are conducted for their potential release and to facilitate the release planning.
- 21.4. Users' periodical reports are available.
- 21.5. Release reports must be compiled regarding each users leaving the facility.
- 21.6. All users leaving the facility must be referred to and linked up with an aftercare agency/support group.
- 21.7. Relapse prevention shall form an integral part of the treatment programme.

## **22. RISK MANAGEMENT**

- 22.1. Risk Assessment shall be carefully conducted in the facility by the successful bidder.

- 22.2.** The successful bidder shall obtain collateral information from the family members, including previous clinical record and referring professionals.
- 22.3.** The successful bidder shall be held accountable for any wilful, reckless or neglect acts in which the clients, staff or visitors are injured or either personal possession are damaged.
- 22.4.** The Department shall not be held accountable for any wrongdoing, which may occur regarding any aspect of service delivery.
- 22.5.** All risks identified at the centre with regard to management of the facility shall be transferred to the successful bidder.
- 22.6.** Users that pose a threat towards others shall be assessed and reported to law enforcement authorities if necessary.

### **23. OTHER CONDITIONS OF CONTRACT**

- 23.1.** The successful bidder shall retain the existing staff
- 23.2.** The successful bidder shall ensure that new employees are sourced locally with the reflection of demographics of local communities.
- 23.3.** The successful bidder shall ensure that the employment profile reflects gender equality.
- 23.4.** The successful bidder shall ensure that the surrounding of the centre is well maintained; this includes the garden as well as the outside environment, i.e. no harmful object detrimental to the users.
- 23.5.** The personnel who directly work with persons with disabilities have been trained accordingly for the care and protection of persons with disabilities.
- 23.6.** Screening of prospective employees shall be undertaken to ensure that no one with criminal offences relating to people with disabilities is appointed.
- 23.7.** No person with a disability must be admitted to the facility without a medical report- physiotherapist, occupational therapist, psychologist, and social workers report
- 23.8.** The service provider is required to submit monthly, quarterly, annual reports and any other report as may be required by the Department according to formats required of the Department.

### **24. TRACK RECORD**

A detailed company track record must be submitted with the bid document.

## **25. ALTERATIONS –DISPOSAL OF LAND, PROPERTY, FURNITURE AND EQUIPMENT:**

- 25.1.** The service provider shall not be allowed to make any alterations or demolish any building or part thereof without consultation with the department.
- 25.2.** Fully motivated recommendations for alterations, modification and/or the establishment of a structure shall be submitted to the Department for consideration.
- 25.3.** The land and the property shall remain the property of the Department and will not be disposed of by the service provider.
- 25.4.** Any furniture and equipment bought by the Department will not be disposed of by the service provider.
- 25.5.** The service provider is fully responsible for the care and safe keep of all Departmental assets at their disposal.

## **26. ABANDONMENT OF THE CONTRACT**

- 26.1.** Provisions of the General conditions of Contract (GCC) as attached to the bid document shall apply.
- 26.2.** The contractor/service provider who abandons the contract shall be listed under the list of companies prohibited from doing business with the Government in future.

## **27. DAMAGES/LOSSES**

- 27.1.** The contractor/service provider shall be held liable for any damage or loss suffered by the Department, because of the contractor/service provider's own or his/her employee's negligence or intent which originated at the site.
- 27.2.** The state is indemnified against any liability, compensation of legal expenses in respect of the following:
  - 27.2.1.** Loss of life or injury which may be sustained by the service provider personnel during the execution of their duties
  - 27.2.2.** Damage to or destruction of any equipment or property of the contractor/service provider by company personnel during the execution of their duties
  - 27.2.3.** Any claim and legal costs which may ensue from the failure by or acts committed by the company/service provider staff against their persons, which acts include illicit or wrongful deeds.



## **28. BIDDERS ARE EXPECTED TO ATTACH THE FOLLOWING**

- 28.1.** Proposed management plan to execute the functions of the bid.
- 28.2.** Detailed and relevant Company profile
- 28.3.** Evidence of previous projects executed by company with references.
- 28.4.** CV'S and certified proof of qualifications in respect of Professionals in the company structure/organogram
- 28.5.** Proof of registration with professional statutory bodies.
- 28.6.** Proof of financial capacity to render the services.
- 28.7.** Any other proof of relevant and critical information

## **29. PRICING**

<i>Price per person per day all inclusive</i>		
First Year Price	Second Year Price	Third Year Price
R.....	R.....	R.....

## **30. BID AWARD AND CONTRACT CONDITIONS**

- 30.1.** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the required goods on terms set out in the bid, which offer cannot be amended after its date of submission.
- 30.2.** Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 30.3.** The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 30.4.** The department will verify supplier compliance on the Central Supplier Database report.
- 30.5.** Limpopo Department of Social Development reserves the right to award the bid to one or more service providers.
- 30.6.** The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.

- 30.7.** The award of the bid may be subjected to price negotiation with the preferred bidders
- 30.8.** Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 30.9.** The department further reserves the right to reject all or individual items of this bid and/or award all or individual items of this bid.
- 30.10.** Bidders shall be notified about the departmental decision by means of publication in the Provincial Bid Bulletin, E-Tender Portal, and Departmental website.
- 30.11.** The contract period will be from the commencement date of the contract.
- 30.12.** The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).
- 30.13.** The Department expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract.

**31. CONTRACT ADMINISTRATION**

- 31.1.** Successful bidder(s) must report to the department within twelve (12) hours when unforeseeable circumstances will adversely affect the execution of the contract.
- 31.2.** Full particulars of such circumstances as well as the period of delay must be furnished.
- 31.3.** The administration of the bid and contract i.e., evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

**32. PAYMENT PROCESSES**

- 32.1.** Invoice will only be accepted upon delivery of satisfactory performance.
- 32.2.** Payment will be affected within thirty (30) days from date of receipt of the invoice.
- 32.3.** Part payments will not be accepted unless agreed upon by the parties in writing.

### **33. EVALUATION OF BIDS**

**33.1.** Evaluation of all bids received on the date and time of closure will be done in accordance with provisions of the following three (03) phases:

- 33.1.1.** Administrative Compliance
- 33.1.2.** Technical Evaluation (Functionality)
- 33.1.3.** Site Inspection
- 33.1.4.** Price and specific goals **(90/10)**

#### **33.2. Administrative Compliance**

The Limpopo Department of Social Development has prescribed administrative requirements that must be met by the bidders.

##### **33.2.1. Bidders shall take note of the following guidelines:**

- 33.2.1.1.** Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name.
- 33.2.1.2.** In the event where the trade name is different from the legal name, the trade name must be used as the name of the bidder and **NOT** the legal name.
- 33.2.1.3.** Naming of the bidding company must be consistent in the bid document.
- 33.2.1.4.** CSD report and any other document perceived to be important with regard to the identification of the bidder.
- 33.2.1.5.** In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

##### **33.3. The bid document is made up of the following DSD forms:**

- 33.3.1.** DSD 1: Invitation to bid
- 33.3.2.** DSD 3.1: Pricing schedule-firm prices
- 33.3.3.** DSD 4: Bidder's Disclosure
- 33.3.4.** DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2022

### **33.4. Administrative Compliance:**

#### **33.4.1. Bids will be evaluated on the basis of the following administrative compliance elements:**

- 33.4.1.1.** Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).
- 33.4.1.2.** Use of tipex in the bid document shall lead to the disqualification of the bid.
- 33.4.1.3.** Completion of bid document must be in black or blue ink. (Completion in pencil or red ink shall disqualify the bid).
- 33.4.1.4.** Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.

### **33.5. Consortia / Joint Ventures / Partnership:**

- 33.5.1.** Over and above compliance with requirements listed in 33.4 above, the following must also be complied with by consortia and joint ventures entities:
- 33.5.2.** Submission of duly signed agreement with clear responsibilities of each party.
- 33.5.3.** Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.

### **33.6. FAXED, E-MAILED OR LATE BIDS SHALL NOT BE ACCEPTED.**

**The bidder(s) proposal shall be disqualified for non-submission of any of the documents required as per the table below.**

<b>Documents that must be submitted</b>	<b>Non-submission and partial completion will result in disqualification</b>	<b>Requirements</b>
Invitation to Bid – SBD 1	<b>Yes</b>	Complete and sign the supplied pro forma document
Pricing Schedule – Firm Prices SBD 3.1	<b>Yes</b>	Complete and sign the supplied pro forma document
Bidder's Disclosure – SBD 4	<b>Yes</b>	Complete and sign the supplied pro forma document. (Must

		declare if they have interests in other Companies.
Preference Point Claim Form – SBD 6.1	<b>No</b>	Non-claiming of points on this form will lead to zero (0) even if mean of verification on specific goals is attached.
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing”	
Identity number (s) or directors	Must all be active	
Business registration	Entity must be in business	
Company registration with central supplier database (CSD	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Attach detailed CSD registration document	
In the service of the state status	Bid will not considered if shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal	
Tender defaulting and restriction status	Entity and directors must not be restricted	

### 34. **TECHNICAL REQUIREMENTS**

- 34.1.** Quality of proposal in relation to the service required which includes plan to transfer skills. The proposal must be comprehensive and relevant to address all issues

in relation to frail care services. The services required as per paragraph 4 of the TOR must form the basis. Contingency plan must also be included.

- 34.2.** Company Track Record including evidence of number projects successfully completed or ongoing with reference numbers. Entering into Joint Ventures or Consortium Agreements with local SMME companies is encouraged and will be an added advantage.
- 34.3.** Proof of Financial Capacity to execute the contract. Attach audited financial statements with full details of the Auditor or Accountant or any proof of financial capacity (e.g., Bank guarantee). This should be in line with the value of this contract.
- 34.4.** Proof of Accreditation of developmental programmes including but not limited to (Therapeutic, Vocational, Educational including Adult, Education and Training, Sports and Recreation as well as Life Skills). Valid proof of accreditation must be attached.
- 34.5.** Proof of Accreditation with the South African Pharmacy Council or agreement with an accredited company that will provide the required pharmaceutical services.

**Take note that misrepresenting facts is illegal, and lobbying shall lead to disqualification of the bidder and blacklisting of the company.**

**34.6. FUNCTIONALITY EVALUATION TOOL:**

**Total Points Allocated: 100 Points**

NO	ELEMENT	SCALE	WEIGHTS IN %	POINTS
1	Quality of proposal in relation to the service required which includes plan to transfer skills and social responsibility projects. The proposal must be comprehensive and relevant to address all issues in relation to frail care services. The services required as per paragraph 4 of the TOR must form the basis. Contingency plan must also be included.	95% to 100% compliant with the requirements of the T.O.R.	30%	20
		90% to 94% compliant with the requirements of the T.O.R.		15
		Below 90% compliant with the requirements of the TOR.		0
2	Company Track Record including evidence of number of projects successfully completed or ongoing with reference numbers.	Six (6) years and above of (relevant) experience in frail care services to persons with disabilities.	20%	20

		Between three (3) and five (5) years of (relevant) experience in frail care services to persons with disabilities.		10
		Between one (01) and three (3) years of (relevant) experience in frail care services to persons with disabilities.		5
		No experience		0
<b>3</b>	Submission of valid proof of financial capacity. Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (letter must be signed and not older than three months) or proof of overdraft facility in the name of business (Bank letter must be signed and not older than three months). NB [only overdraft amount will be considered on the letter], or Proof of company capability to self-fund (i.e., stamped bank statement not older than three months).	Proof of valid financial capacity issued by authorized financial institution more than <b>R4 000 000.00</b>	<b>20%</b>	<b>20</b>
		Proof of valid financial capacity issued by authorized financial institution <b>between R2 000 000.00 and R3 999 999.99</b>		10
		Proof of valid financial capacity issued by authorized financial institution <b>between R1 000 000.00 and R500 000.</b>		5
		Proof of valid financial capacity issued by authorized financial institution <b>below R499 999.99.</b>		3
		Non submission of Proof of valid financial capacity issued by authorized financial institution		0
<b>4</b>	Proof of Accreditation of developmental programmes including but not limited to Therapeutic, Vocational, Educational including	Five (5) or more programmes accredited	<b>20%</b>	<b>20</b>
		Four (4) programmes		10

	AET, Sports and Recreation as well as Life Skills or an agreement between the bidder and accredited company that will provide the required training services. Valid proof of accreditation must be attached.	accredited		
		Less than four (4) programmes accredited		5
		No accredited programmes		0
5	Proof of Accreditation with the South African Pharmacy council or agreement with an accredited company that will provide the required pharmaceutical services	Submission of Proof of Accreditation with the South African Pharmacy council or agreement with an accredited company that will provide the required pharmaceutical services	10%	10
		Non-submission of Proof of Accreditation with the South African Pharmacy council or agreement with an accredited company that will provide the required pharmaceutical services		0
TOTALS			100%	100 POINTS

**The bidders must score a minimum of seventy (70) points on functionality to proceed to the next phase of evaluation which is Site inspection.**

### **35. Phase 5: Site Inspection**

35.1 The bidders who complied with the administrative evaluation criteria, special conditions and functionality will be subjected to site inspection to establish the following:

35.1.1. Physical existence of the business premises related to the bid and furnished.



with minimum requirements e.g., fax machines, office furnisher and telephone.

35.1.2. Availability of suitable transport to deliver the required goods in line with Occupational Health and Safety.

**35.2 Site inspection conditions:**

35.2.1 Site inspection shall be conducted to the address stated in the bid document.

35.2.2. Change of physical address after closure of the bid must be done in writing and reach the department prior to physical execution of the task by departmental representatives.

32.2.3. The department shall not conduct site inspection at the sub-contractor facilities.

32.2.4. The departmental representatives shall not be permitted to inspect any facility other than that stated in the bid document unless notice of change of address was received as specified above.

36.2.5. Site inspection shall cover the below mentioned aspects.

NO	ELEMENT	SCALE	WEIGHTS IN %	POINTS
1	Business Existence			
		Proof of legitimate occupancy (valid and signed lease agreement	20%	20
		Non availability of proof of occupancy T.O.R.		0
				0
2	Office tools	Availability of office equipment's (Telephone, office furniture, computers, printers)	10%	10

		Non availability of office equipment		0
3	Condition of the office:	Availability of facility for which meets Occupational Health and Safety requirements (cleanliness, ventilation, kitchenette, ablution facility)	10%	10
		Non-availability availability of facility that does not meet Occupational Health and Safety requirements		0
4	Transportation	Availability of suitable transport to deliver the required service in line with Occupational Health and Safety	10	10
		No Transportation	0	0
TOTALS			50%	50 POINTS

- All Bidders who score less than 40 out of 50 (80%) points on-site inspection will not be considered for further evaluation on Price and specific goals.
- Site inspection will be conducted at the physical address of the company as indicated in the bid document. The departmental representatives conducting site inspection will not be permitted to inspect any office which was not indicated as the physical address of the business.

### 36. Phase 5: PRICE AND SPECIFIC GOALS

**36.1.** This bid shall be evaluated in terms of the 90/10 preference points system.

**36.2.** Points shall be awarded to a bidder for attaining the specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points (90/10 system)
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	3
Women	3
Persons with disabilities	2
Promotion of Youth	1
Promotion of Co-operatives and Non- Profit Organizations	1

Price = 90 points

Specific goals = 10 points

### 35.2.2. CLAIMING OF SPECIFIC GOALS

- 35.2.2.1.** Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993. (Bidders to submit copy of South African identification Document)
- 35.2.2.2.** Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of company registration document)
- 35.2.2.3.** Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of medical certificate from a registered medical practitioner in case of companies owned by persons with disabilities).
- 35.2.2.4.** Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of South African identification Document).
- 35.2.2.5.** Preference points allocated for Co-operatives and Non- Profit Organizations may only be claimed if there is sufficient evidence that

cooperative is registered and compliant. (Bidders to submit copy of NPO certificate in case of Non-profit Organization and Co-operative).

### **36. PRICING SCHEDULES**

- 36.2. All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 36.3. All prices charged should be inclusive of business overheads and VAT
- 36.4. The bid proposal must clearly indicate the total price of bid.
- 36.5. Bidders to take note that the department shall complete the process of evaluation and award in a period of ninety (90) days, therefore their prices should consider inflationary fluctuations.
- 36.6. Bidders are advised to take into consideration all factors affecting prices for the duration of the contract. Application for price adjustment will not be considered.

### **37. DETAILS OF COMPULSORY BRIEFING SESSION**

- 37.2. Compulsory briefing session will be held as follows:

37.2.2. Date : 10 November 2023

37.2.3. Venue : Shiluvana Frail Care Centre about 130 KM from Polokwane

37.2.4. Time : 11H00

### **38. CONTACT DETAILS**

<b>ADMINISTRATION</b>	<b>TECHNICAL ENQUIRIES</b>
Seopa A.P Deputy Director: Demand and Acquisition Management Department of Social Development Tel: (015) 230 4440 Cell: Tel: (015) 230 4440/079 699 2308 <b>E-mail: <u>SeopaPA@dsd.limpopo.gov.za</u></b>	Ms Setlatjile D Chief Director: Social Work services Department of Social Development Tel: 083 309 3147 E-mail: <b><u>SetlatjileD@dsd.limpopo.gov.za</u></b>