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# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF HEALTH

**BID NUMBER: HEAL/154/25/MP**

**APPOINTMENT OF A SERVICE PROVIDER  
FOR RENDERING CHRONIC MENTAL  
HEALTH CARE FOR MPUMALANGA  
PROVINCE FOR A PERIOD OF FIVE (5)  
YEARS**

ISSUED BY:

Department of Health  
Private Bag X11285  
Mbombela  
1200

NAME OF BIDDER: .....

.....

TOTAL BID PRICE (all inclusive) :.....

(Also in words): .....

.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH</b>					
BID NUMBER:	HEAL/154/25/MP	CLOSING DATE:	08 December 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE FOR MPUMALANGA PROVINCE FOR A PERIOD OF FIVE (5) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>SECUNDA</b> No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2302, <b>BUSHBUCKRIDGE</b> , The Provincial Treasury, R40 Road, Bakoen Business Complex, <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , The Provincial Treasury no. 17 Lorenzo Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. <b>SIYABUSWA</b> Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. SG Sengwayo		CONTACT PERSON	Mr. D Hlophe	
TELEPHONE NUMBER	013 766 3333		TELEPHONE NUMBER	013 766 3537	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SkhulileS@mpuhealth.gov.za		E-MAIL ADDRESS	DumisaniH@mpuhealth.gov.za	
<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

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

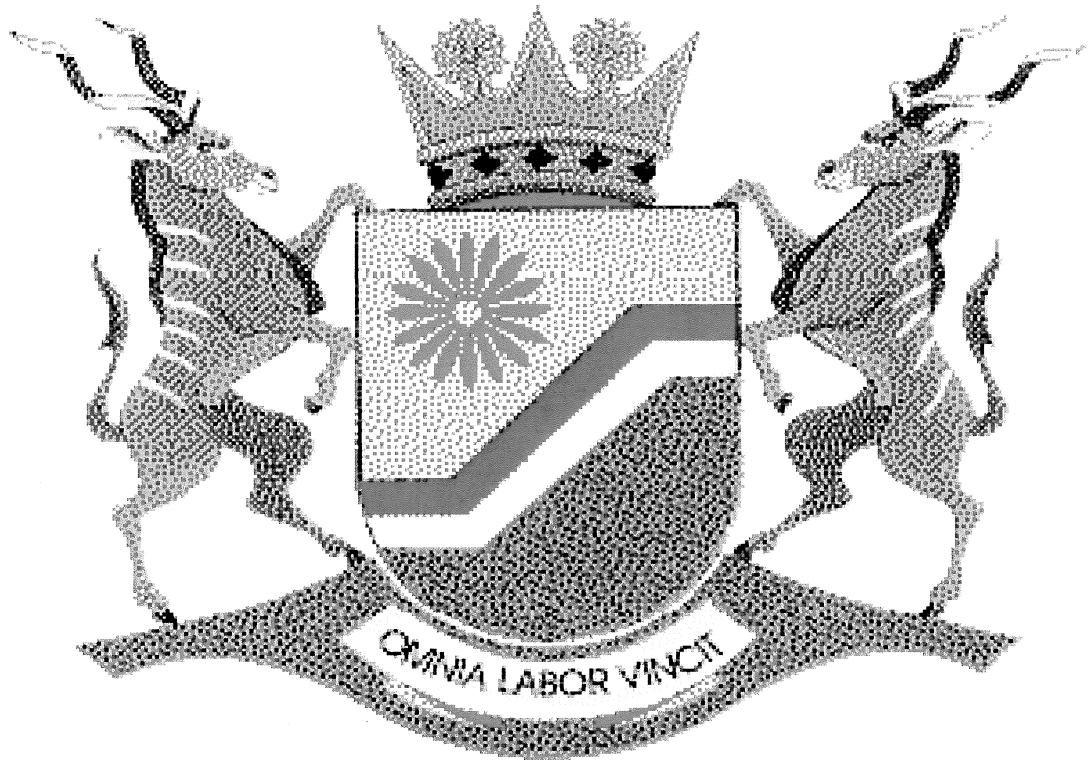
**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

MPUMALANGA DEPARTMENT OF HEALTH



**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC  
MENTAL HEALTH CARE FOR MPUMALANGA PROVINCE FOR A PERIOD OF  
FIVE (5) YEARS.**

**NAME OF BIDDER** : \_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

**E-MAIL** : \_\_\_\_\_



# **APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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## **1. INTRODUCTION / BACKGROUND**

Prospective bidders are hereby invited to submit applications for chronic mental health care services on behalf of the Department. The service will be rendered independent of the **Department of Health**.

## **2. LOCATION OF SERVICE POINT**

The service location should be based in the Province (Mpumalanga), in any of the three districts (Gert Sibande, Nkangala or Ehlanzeni) and the service will need to cater for all districts. In a situation where the service is provided Provincially, the facility has to accommodate 250 maximum mental health care users. Admission to a care facility may only be considered when all other means of managing the patient within the community have been explored, attempted and have been unsuccessful. A set process and procedure will be available to outline the process of approval for admission of Mental Health Care User (MHCUs) to the centre.

## **3. SCOPE OF SERVICE**

A facility suitable for admission, care, treatment and rehabilitation of chronic MHCUs.

## **4. OUTSOURCING REQUIREMENTS**

**The facility must meet the following minimum requirements for chronic mental health care Services.**

### **4.1 INFRASTRUCTURE**

- a) Size of facility to be adequate for the numbers (in line with a specific standard)
- b) Safety measures in place:
  - There should be no physical safety hazards.
  - All potentially dangerous products such as medicines, syringes, needles, chemicals and cleaning material must be stored in locked cupboards out of reach of mental health care users.

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- Sharps must be disposed in a safe manner.
- Windows or any glass doors must be protected from breakage, at least by the installation of mesh across the glass, or preferably shatterproof glass.
- Flooring in all mental health user's areas must be of material that minimizes the likelihood of slipping and falling.
- Hot water taps must be thermostatically controlled.
- Electrical apparatus must be placed in safe locking areas.
- No visible electrical cords
- Electrical wall plugs must have a safety cover for protection when not in use
- Burglar bars for security purposes must be in place.
- All premises must have secure perimeter fencing.
- Access into the facility must be authorized.
- All entrances to the facility must be security controlled and a CCTV monitor to check entrance and exit areas as well as courtyards.
- No substances and objects that can be used as weapons e.g., loose bricks, stones, iron bars etc.
- Keys for locked cupboards must be kept out of reach of mental health care users.

c) Hospitality

d) Lighting good

e) Ablution

f) High care available

g) Accommodation for patients adequate

h) To be able to separate males from females.

i) State the maximum number of beds you can provide.

j) Accommodation for staff available

k) Backup systems (Generator & Alternative water supply available)

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**4.2 STAFF COMPLEMENT REQUIRED**

<b>POSITION</b>	<b>AGREED STAFF COMPLEMENT</b>
<b>Administration</b>	
Hospital Manager	1
Admin Officer	1
Admin Assistant	1
Supervisor Housekeeping	1
General Assistant Laundry	1
General assistant gardener	1
Driver	1
Maintenance assistant	1
<b>Nursing services</b>	
Nursing Service Manager	1
Unit Manager	2
Professional Nurse (Grade 2)	4
Occupational health nurse	1
Professional Nurse	10
Enrolled Nurse	7
Enrolled Nurse Assistant	40
Residential health care worker	8
<b>Medical/clinical services</b>	
Specialist/Psychiatrist services per patient	Once a month
Medical Officer	1
Pharmacist	1
Psychologist services per patient	Once a month
Pharmacy Assistant	1
Occupational therapist	1

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Occupational therapist Technicians	4
Physiotherapist services per patient	Once a month
Physio Assistant	2
Social Worker	1
Social Worker Auxiliary	1
Dietician services per patient	Once a month
Security	8

### **4.3 PROGRAMMES AND THEIR OUTCOME**

Nursing programs written down and attached.

- Occupational therapy programs written and attached.
- Physiotherapy programs written and attached.

### **4.4 SUPPORT SERVICES**

- Pharmaceutical services available on site
- ***Supply of medicines will be from the Department.***
- Laundry services must be available.
- Kitchen and dining services must be available.
- Maintenance services must be available.
- Administrative
- Filling system admissions, discharges and leave of absence.
- Communication
- Intercom available and functional
- Telephones available and functional
- Memorandum of understanding with other departments where referrals are to be sent signed and attached.
- CCTV to be available in all dormitories,
- Physical securities letter of intent signed and attached.
- Waste management services must be available.
- Mortuary services must be available.

## **5. SPECIFIC CONDITIONS**

## **APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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### **5.1. FACILITY**

The following are minimum requirements:

#### **Specific conditions**

##### **5.1 General**

5.1.1 All buildings and facilities must be subject to inspection by Mpumalanga Department of Health and must comply with Departmental requirements.

5.1.2 The structural features of the buildings must comply with relevant building, health, fire, and electrical regulations.

5.1.3 Facilities must where possible, be made accessible to patients with physical disabilities or limitations e.g., gradient of stairs or fire escapes, wheelchair ramps, etc.

5.1.4 Adequate heating/cooling (air conditioning services) must be provided in the facility.

5.1.5 Backup generator and water supply services available on site.

### **5.2 Separation of different categories of patients**

5.2.1 Psychiatric patients and patients with severe/profound intellectual disability must be accommodated in wards/unit facilities as far as possible or in distinctly separate sections of the facility.

5.2.2 Within facilities for intellectually disabled patients, provision must be made for separate sections for patients of different functional levels.

5.2.3 Separate sleeping and ablution facilities must be provided for male and female patients.

### **5.3 Units/Wards**

Unit or ward refers to a room or series of rooms, which form a physically distinct area for the accommodation of patients (in particular, for sleeping, bathing, dressing, self-care, storing of personal possessions and personal space).

5.3.1 The maximum number of patients per ward must be 30 and per cubicle 4 (Facility to consider COVID 19 regulations).

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**The following amenities must be present in the ward:**

5.3.2 One bed per patient.

5.3.3 Immovable beds, with a covered/protected water and fire resistant mattress, at least 12 cm thick.

5.3.4. Linen, pillows and blankets in a clean condition, good state of repair and available in adequate quantities in relation to the temperature.

5.3.5 An area of personal space for each patient, which is regarded as his/her own (e.g., bed, wall space for personal pictures).

5.3.6 Secure personal storage space for patients capable of looking after their belongings/ personal possessions themselves (e.g., personal locker).

5.3.7 Sluice room for each ward.

### **5.4 Toilet and bathing facilities**

5.4.1 Accessible and adequate latrine and bathing facilities, suitable for independent and assisted use and capable of ensuring privacy, must be provided for patients.

**The following must serve as targets for provision:**

5.4.2. At least one bath or shower, depending on patient needs, per 12 patients or part of such number.

5.4.3 At least one toilet per eight patients or part of such number, but in male wards a urinal may be substituted for every third toilet, and

5.4.4 At least one hand basin per eight patients or part of such number.

5.4.5 Bathroom and latrine doors must be equipped with doors with locks, capable of being unlocked from the outside.

5.4.6 Bathroom and latrine floors must be skid-free and kept free of obstruction/waste/ cleaning equipment.

5.4.7 Warm water must be available for bathing especially in winter.

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### **5.5 Dining Rooms**

5.5.1 Dining rooms must be provided with an adequate number of tables and chairs that can be maintained in a hygienic condition.

### **5.6. Recreational and social facilities**

**The following recreational and social facilities must be available for patients:**

5.6.1 Indoor recreational facilities (may be shared with lounge, dining room or occupational therapy areas) and appropriate recreational equipment/materials.

5.6.2 Outdoor recreational facilities:

5.6.2.1 An outdoor sitting area with covered and shaded areas to provide adequate protection from rain and excessive exposure to sun.

5.6.2.2 A garden area

5.6.2.3 Sports area, with access to appropriate sports equipment

5.6.2.4 Play area where applicable

5.6.3 Tuck shop

5.6.4 Hairdresser

5.6.5 Access to telephone and email access, including internet.

5.6.6 Access to postal services

5.6.7 Visitors Rooms which allow privacy to patients and their visitors and with access to toilets and wash-hand basins, must be provided.

### **6. Clinical / medical facilities**

Each facility must have a properly equipped sick bay with a number of beds adequate to cater for the number of patients at the facility.

### **7. Facilities for rehabilitation**

Staff providing rehabilitation, social welfare and counseling services must have access to appropriate office space (including the use of a telephone), rooms for group and craft activities and storage space for equipment and materials.

### **8. Kitchen facilities / Food preparation areas**

8.1 Bulk preparation of meals for patients and / or staff (unless contracted out)

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8.2 Areas for groups of high functioning patients to prepare their own meals:

8.2.1 Cooking and wash-up facilities

8.2.2 Storage facilities

### **9. Laundry facilities**

9.1 Bulk laundering of bed and body linens.

9.2 Areas for high functioning patients to wash and dry their own clothing/ personal items.

### **10. Workshop facilities**

10.1 Appropriate workshop facilities for maintenance staff (unless contracted out) where tools can be safely stored.

10.2. Staff support areas.

Separate bathroom, change-room and dining areas must be provided for staff.

### **11. TRANSPORT**

11.1 Transportation of mental health users may be required in cases of referrals as well as part rehabilitation.

### **12. PRICING**

Tender prices are to include all mental health services provided including care, treatment and rehabilitation services. All prices must be inclusive of VAT and fixed for the period of the bid.



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### **13. OPERATIONAL CONDITIONS**

#### **13.1 Criteria for admission**

13.1.1 Criteria for admission, which may from time to time, in consultation with the Provider, be amended, are set out below. Adult patients with a chronic psychiatric condition are the ones to be admitted.

13.1.2 Prerequisites to be complied with before an admission can be considered:

13.1.2.1 The patient must be ordinarily resident in Mpumalanga, as determined by place of residence of the patient in the 2 years prior to admission. However, a patient who has Mpumalanga residential address, but whose admission documents were completed and signed in another province, may not, except in terms of clause 13.1.2.2 hereof, be admitted.

13.1.2.2 The patient must have been admitted to a provincial hospital with the same psychiatric disorder on at least 3 previous occasions. In addition, the condition must have been chronic for at least 2 years.

13.1.3 This should as far as possible be determined by health service records of previous admissions to provincial hospitals or contact with district mental health services and not solely on the basis of reports by the family or other collateral sources.

13.1.4 Any aggressive or seriously disruptive behavior must have been controlled for a period of at least 10 days.

13.1.5 There must be marked deterioration in functioning, including in self-care, communication, appropriate expression of feelings, ability to sustain relationships, work performance and ability to participate in leisure activities, to the extent that the patient is not able to live independently or be contained within the context of the family.

13.1.6 This should be determined by objective assessment by health care professionals as set out in the Mental Health Care Act No 17 of 2002 and not solely on the basis of collateral information.

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### **13.2 Requirements for considering an admission.**

13.2.1 The patient must be not less than 19 years of age.

13.2.2 The patient must satisfy the provisions of the legislation in terms of Sections 27 and 33 of the Mental Health Act, No. 17 of 2002, as amended from time to time. The patient must have been assessed as required in terms of the Act in a provincial health service and subject to the applicable review/appeal procedure, has been classified as

13.2.3 Although stable in a hospital or institutional setting, psychiatric symptoms must have been resistant to control outside of such a setting over an extended period of time.

OR

13.2.4 The patient may have demonstrated repeated episodes of unacceptable levels of abuse or violence towards the family or community which has not been responsive to behavioral and other measures prescribed to the family and is judged likely to continue.

13.2.5 The patient must be admitted in terms of the relevant section of the Mental Health Care Act, as amended from time to time.

13.2.6 Authorization for admission has to be obtained from a person designated by the Accounting Officer responsible for Mental Health Provincially.

### **14. DURATION OF THE CONTRACT**

This contract has the tenure of five (5) years, subject to acceptable performance levels. Bidders may seek clarity on additional information on certain areas.

### **15 . VALIDITY PERIOD.**

The bid will be valid for 180 days from the closing date.

**NB: THERE WILL BE A COMPULSORY BRIEFING SESSION TO BE HELD.**

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**16 EVALUATION CRITERIA THAT THE COMMITTEE WILL USE**

**SECTION B – BIDDING PROCESS IN TERMS OF PPPFA**

**16.1 PREFERENTIAL POINTS IN TERMS OF PPFA**

The contract must be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2022, responsive bids must be evaluated and adjudicated by the Mpumalanga Department of Health on the 90/10 preference point systems in terms of which points are awarded to bidder (s) on the basis of: price and specific goals. A maximum of (10) points must be awarded to bidder (s) in respect of specific goals.

subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

subject to sub-regulation (3) points must be awarded to a tenderer for attaining their specific goal in accordance with the table below:

<b>THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER</b>	<b>NUMBER OF POINTS ALLOCATED (90/10 SYSTEMS)</b>
Locality (Mpumalanga)	3
Women Owned	3
Youth Owned	3
Person living with disability	1

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**17 EVALUATION METHODOLOGY**

**17.1 General**

The evaluation must be conducted by the Bid Evaluation Committee as follows:

- I. Administrative requirements – Phase 1
- II. Functionality – Phase 2 and
- III. Evaluation in terms 90/10 preferential point system – Phase 3

**17.1.1 Phase 1 – Administrative Requirements**

NO	COMPULSORY RETURNABLE DOCUMENTS	ATTACHED YES / NO
1	SBD 1 - Invitation to bid.	
2	SBD 4 – Bidders Disclosure	
3	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2022.	
4	Fully Completed Pricing Schedule	
5	Central Supplier Database ( <b>CSD</b> ) report	
6	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid by closing date of the bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification. The date on the certified copy must not be older than one (1) month as at the closing date of the bid.	
7	Valid UIF compliance certificate issued by the Department of Labour. The certificate must be valid as at the closing date of the bid.	
8	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a government employee.	
9	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
10	Proof of signed SLA by both parties for waste management.	
11	Proof of signed SLA by both parties for mortuary services	

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13	Licence with SAHPRA	
14	SAPC registration for facility and owner as well as the responsible pharmacist	
15	Facility licence	
16	Registration with all the professional bodies like SANC, HPCSA and SACSSP	
17	Familiarize yourself and initial every page of the General Condition of Contract.	

**NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BID.**

NR	SUPPORTING BIDDING DOCUMENTS	ATTACHED YES / NO
1	Management and implementation plan	
2	Detailed company profile with traceable experience (Proof of similar work done by the organization should be attached Letter of award or purchase order)	
3	Letter of good standing with ratings from a registered financial institution	
4	Registration with all the professional bodies like SANC, HPCSA and SACSSP	

**NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS MAY NOT BE AWARDED POINTS IN THE EVALUATION PROCESS.**

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**17.1.2 Phase 2 - Functionality**

**NB: The Department reserves the right to verify the information provided above.**

<b>Criteria For Functionality</b>	<b>Points</b>
<b>Management and implementation plan</b> Detailed management plans with full particulars required with regard to infrastructure and administration of operations offered for the efficient management of the contract. <ul style="list-style-type: none"> <li>• Poor - 0</li> <li>• Fair – 10</li> <li>• Good – 20</li> <li>• Very good – 30</li> <li>• Excellent – 50</li> </ul>	<b>50</b>
<b>Relevant experience in provision of mental health services</b> Proof of experience with detailed contactable references Proof to be attached, it should detail the years of providing services and the number of patients cared for. <div> <div>* 1 year – 3 years</div> <div>= 10</div> </div>	<b>30</b>
<div> <div>* 4 years – 6 years</div> <div>= 20</div> </div>	
<div> <div>* 7 years – and above</div> <div>= 30</div> </div>	
<b>Financial capacity</b> Letter of good standing with bank ratings from a registered financial institution <div> <div>A = 20</div> <div>B = 16</div> <div>C = 12</div> <div>D = 8</div> <div>E = 4</div> </div>	<b>20</b>
<b>Total</b>	<b>100</b>

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The assessment of functionality must be done in terms of the above-mentioned evaluation criteria and all bidders who scored the **minimum threshold of 70 points** will advance to Phase 3 of the bidding process. Bids/proposals that do not score the specified minimum points for functionality must be disqualified and not be considered further.

### 18.1.2 PHASE 3 – EVALUATION IN TERMS OF THE 90/10 PREFERENTIAL POINT SYSTEMS

Only the qualifying bids must be evaluated further in terms of the 90/10 preference points system where **90 points will be used for price only and 10 points for specific goal.**

The final points to choose the preferred bidder must be calculated as follows:

$$P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration

$P_t$  = Comparative price of tender or offer under consideration and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	Number of points (90/10) system) to be completed by the organ of state	Number of points (90/10 system) to be completed by the tenderer
Locality (Mpumalanga)	3	
Women Owned	3	
Youth Owned	3	
Person living with disability	1	

## APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.

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### SPECIAL CONDITIONS OF CONTRACT

1. Official orders will be placed during the contract period, as and when required.
2. Prices are to INCLUDE SUPPLY, INSTALATION, and MAINTENANCE COSTS (where the latter is applicable) TO THE RELEVANT FACILITIES AND/ OR ANY OTHER NOMINATED DESTINATION. The bid price of items must include all DELIVERY COSTS. Value Added Tax (VAT) is to be INCLUDED in the tender price.
3. Prices must be fixed for each of the three years (duration of the contract).  
Note that **NO** requests for **price escalations** will be considered.
4. Delivery after receipt of an official order must be **strictly two (2) weeks**.
5. Payment will be affected only after receipt of a detailed invoice and a signed delivery note to the nominated destination has been received.
6. Prospective bidders must bid on **ALL ITEMS** on the Pricing Schedule.
7. The bidder must indemnify the department herewith from any claim from a third party and all cost or legal expenses regarding such a claim for loss or damage resulting from death, injuries or ailment of any person, or the damage of property of the bidder/s or any other person that may result from or be related to the execution of this contract.
8. The Mpumalanga Department of Health reserves the right to appoint or not to appoint service providers (s).
9. The Mpumalanga Department of Health reserves the right to suspend or terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
10. The Mpumalanga Department of Health reserves the right to request further information from the bidder/s anytime.
11. The Mpumalanga Department of Health reserves the right to verify information and documentation of the bidder/s.
12. The Mpumalanga Department of Health reserves the right to invite short listed bidders to make presentations.
13. The Mpumalanga Department of Health reserves the right to appoint more than one service provider.



**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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14. All products must be delivered in a clean and acceptable delivery transport and adhere to each specific product's material safety data sheet instructions.
15. In order to validate all the information provided by the supplier that evaluated during the exercise, Mpumalanga Department of Health reserves the right to conduct a due diligence exercise before awarding the contract to the recommended supplier(s). Mpumalanga Department of Health will send a representative team to recommend supplier(s) to conduct due diligence.
16. Delivery must be mutually agreed between services provider and the institutions concerned.

The schedule may include weekends and holidays which must be considered by the vendor to prevent unnecessary delays or non-deliveries. All schedules provided by the relevant end-user are to be strictly adhered to not have alternative replacements for items request. All deviations from the schedule must be communicated to the Mpumalanga Department of Health and end-user in advance.

**NB: CONTACT FOR BID ENQUIRES.**

<b>ADMINISTRATIVE REQUIREMENTS: MR. S.G. SENGWAYO</b>	<b>013 766 3333</b>
<b>TECHNICAL REQUIREMENTS: MR D. HLOPHE</b>	<b>013 766 3537</b>



**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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**19 PRICING SCHEDULE**

		<b>PRICE IN RSA CURRENCY INCLUSIVE OF VAT, AND MUST BE FIXED FOR EACH YEAR.</b>				
<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b><u>Mental Health Care Users</u></b>  Intellectual Disability (Severe to profound) Chronic Psychiatric conditions Chronic Schizophrenia Schizoaffective disorder Bipolar Mood disorder Delusional disorder Substance induced disorder.  <b><u>OTHER CATEGORY</u></b> Epilepsy with psychotic features	Per person					
TOTAL EXCLUSIVE OF VAT						
TOTAL (VAT Inclusive)						
TOTAL BID PRICE						

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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<b>APPOINTMENT OF THE SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN THE MPUMALANGA PROVINCE FOR A PERIOD OF FIVE (5) YEARS</b>				
<b>WEIGHTING: A hash (#) in the weight column indicates that an item is an essential requirement, and a tender may be disqualified if this requirement is not met. If the offer does not meet the specification of an item marked with a # the tenderer may submit a motivation, why the offer should not be disqualified.</b>				
<b>Item no.</b>	<b>SPECIFICATIONS</b>	<b>Weight</b>	<b>Complies Yes/No</b>	<b>Provide your answers in this Column. You are advised to be straight to the point.</b>
<b>1.</b>	<b>Separation of different categories of patients</b>			
1.1.	Psychiatric patients and patients with severe/profound intellectual disability must be accommodated in separate facilities as far as possible or in distinctly separate sections of a facility	#		
1.2	Within facilities for intellectually disabled patients, provision must be made for separate sections for	#		

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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	patients of different functional levels			
1.3	Separate sleeping and ablution facilities must be provided for male and female patients.	#		
2.	<b>Units/wards</b> <b>Unit or ward refers to a room or series of rooms or dormitories, which form a physically distinct area for the accommodation of patients (in particular, for sleeping, bathing, dressing, self-care, storing of personal possessions and personal space).</b>			
2.1	The maximum number of patients per ward must be 30 and per cubicle 4.	#		
2.1.1	The following amenities must be present in the ward:	#		
2.1.2	One bed per patient.			

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

2.1.3	Beds, with a covered/protected water and fire resistant mattress, at least 12 cm thick.	#		
2.1.4	Linen, pillows and blankets in a clean condition, good state of repair and available in adequate quantities in relation to the temperature.	#		
<b>2.2</b>	<b>Ablutions facilities</b>			
2.2.1	Accessible and adequate latrine and bathing facilities, suitable for independent and assisted use and capable of ensuring privacy, must be provided for patients.	#		
<b>2.2.2</b>	<b>The following must serve as targets for provision:</b>			
2.2.2.1	At least one bath or shower, per 12 patients.	#		
2.2.2.2	At least one toilet per eight patients or part of	#		

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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	such number, but in male wards a urinal may be substituted for every third toilet, and			
2.2.2.3	At least one hand basin per eight patients or part of such number.	#		
2.2.2.4	Bathroom and latrine doors must be equipped with doors with locks, capable of being unlocked from the outside.	#		
2.2.2.5	Bathroom and latrine floors must be skid-free and kept free of obstruction/waste/cleaning equipment	#		
<b>3.</b>	<b>Dining services/rooms</b>			
3.1	Dining rooms must be provided with an adequate number of tables and chairs that will be maintained in a hygienic condition.	#		
<b>4.</b>	<b>Recreational facilities</b>			
4.1	<b>The following recreational and</b>			

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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	<b>social facilities must be available for patients.</b>			
4.1.1	Indoor recreational facilities (may be shared with lounge, dining room or occupational therapy areas) and appropriate recreational equipment/materials.	#		
4.1.2	Outdoor recreational facilities:	#		
4.1.3	An outdoor sitting area with covered and shaded areas to provide adequate protection from the rain and excessive exposure to sunlight.	#		
4.1.4	A garden area.	#		
4.1.5	Sports area, with access to appropriate sports equipment	#		
4.1.6	Play area where applicable.	#		
<b>5.</b>	<b>Visitors room</b>			



**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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5.1	Visitor's room must be available for families of patients.	#		
5.2	Should provide privacy for the clients and the family.	#		
<b>6.</b>	<b>Clinical medical facilities</b>			
6.1	Each facility must have a properly equipped sick bay with a number of beds adequate to cater for the number of patients at the facility	#		
<b>7.</b>	<b>Facilities for rehabilitation</b>			
7.1	Staff providing rehabilitation, social welfare services and counselling services must have access to appropriate office space (including the use of a telephone).	#		
7.2	Rooms for group and craft activities and storage space for equipment and materials.	#		

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

<b>8.</b>	<b>Kitchen facilities/food preparation</b>			
8.1	bulk preparation of meals for patients	#		
8.2	area for group of high functioning patients to prepare their own meals	#		
8.3	Cooking and wash-up facilities	#		
8.4	Storage facilities	#		
<b>9.</b>	<b>Laundry services</b>			
9.1	Bulk laundering of bed and body linen.	#		
<b>10.</b>	<b>Workshop facilities</b>			
10.1	Appropriate workshop facilities for maintenance staff (unless contracted out) where tools can be safely stored (if contracted out, a signed agreement should be attached)	#		
<b>11</b>	<b>Staff support areas.</b>	#		

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING CHRONIC MENTAL HEALTH CARE SERVICES IN MPUMALANGA PROVINCE FOR A PERIOD FIVE (5) YEARS.**

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11.1	Separate bathrooms, change-rooms and dining areas must be provided for staff.	#		
<b>12.</b>	<b>Support services</b>			
12.1	Filing system admissions, discharges and leave of absence.	#		
12.2	Intercom available and functional	#		
12.3	Telephones available and functional	#		
12.4	CCTV to be available in all dormitories,	#		
12.5	Physical securities letter of intent signed and attached.	#		
<b>13</b>	<b>TRANSPORT</b>	#		
13.1	Availability of transport for transportation of mental health care user, in cases of referrals as well as part rehabilitation services.	#		



**Particulars of tender** (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender  year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/  
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as 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 institution	State

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

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<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.

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<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.

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

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

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

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

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

- 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
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Locality (Mpumalanga)	3	
Woman	3	
Youth	3	
Persons living with disability	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.

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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.

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



## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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 shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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.