



Provincial Supply Chain Management

Request for Proposal
Page 1 of 3

RFP NUMBER											
RFP DESCRIPTION											
CUSTOMER DEPARTMENT											
CUSTOMER INSTITUTION											
BRIEFING SESSION	Y		N		SESSION COMPULSORY			Y		N	
					SESSION HIGHLY RECOMMENDED			Y		N	
BRIEFING VENUE					DATE					TIME	
COMPULSORY SITE INSPECTION	Y		N		DATE					TIME	
INSPECTION ADDRESS											
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION						
CLOSING DATE					CLOSING TIME						
TENDER BOX LOCATION											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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SUPPLIER INFORMATION					
COMPANY NAME					
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:		CENTRAL SUPPLIER DATABASE No:		MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	N		TERM BASED TYPE	Y	N		VALUE BASED TYPE	Y	N	
QUANTITY BASED	Y	N									
TERM BASED	Y	N									



Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS	
---------------------	--

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED	
-------------------------------	--

7.

AUTHORISATION	INDICATE
Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)	Y <input type="checkbox"/> <input type="checkbox"/> N <input type="checkbox"/> <input type="checkbox"/>

8.

DECLARATION	INDICATE
Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?	Y <input type="checkbox"/> <input type="checkbox"/> N <input type="checkbox"/> <input type="checkbox"/>



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y				N		
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y				N		
If no, furnish reasons for non-submission of such proof							

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y				N		
If YES, furnish particulars							

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y				N		
If so, furnish particulars							



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Declaration of Interest**

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11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars:					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



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Declaration of Bidder's Past Supply Chain Management Practices

CERTIFICATION


I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name, Position & Signature of Bidder


DATE:
ADDRESS:

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p>Special Conditions</p>	<p>Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		Bidders Briefing Session	
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be eliminated from further evaluation


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	90
Preference Points	10
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1), Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Special Conditions</td> <td style="width: 40%; padding: 5px;">Page 3 of 3</td> </tr> </table>	Special Conditions	Page 3 of 3
Special Conditions	Page 3 of 3		

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE COMPREHENSIVE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

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7.1 Appendix 1: Admission Criteria	12
7.1.1 GENERAL CRITERIA	12
7.1.1.1 The MHCU must be a resident of Gauteng Province as determined by place of residence.	12
7.1.1.2 MHCUs must have valid ID. MHCUs without ID may be considered for admission, however, there must be records reflecting that steps were taken to trace family or to apply for an ID.	12
7.1.1.3 MHCUs of any age may be admitted provided they meet the admission criteria.	12
7.1.1.4 The MHCU must be assessed by a team of mental health care professional from the referring facility as requiring the services provided by the contracted facility.	12
7.1.1.5 Referral to the contracted facility may only be considered when all other means of managing the patient within the community have been explored, attempted and been unsuccessful. Although stable in the referring facility setting, psychiatric symptoms must be resistant to control outside of such a setting.	12
7.1.1.6 The MHCU must be assessed as not requiring a high level of specialist psychiatric care, which the contracted facility is not contracted to offer.	12
7.1.1.7 The MHCU should not present an immediate danger to self or others for whatever underlying cause. Any previous serious aggressive or disruptive behavior must be controlled.	12
7.1.1.8 All co-morbid medical illnesses must be stable and on treatment.	12
7.1.1.9 The MHCU must be on EML medication.	12
7.1.1.10 If the MHCU has recently had laboratory investigations that were normal, there is no need for the referring facility to repeat these investigations.	12

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1. ABBREVIATIONS

Abbreviations	Full description
MHCA	Mental Health Care Act, 17 of 2002
MHCU	Mental Health Care User
MHRB	Mental health review board
DSM – 5	Diagnostic and Statistical Manual of Mental Disorders, 5 th edition
ICD 10	International Classification of Diseases and related health problems-10 th revision
ID	Identity Document
SA	South Africa
EML	Essential Medicines List
GDoH	Gauteng Department of Health
NGO	Non-governmental Organisation
MDT	Multidisciplinary Team
CTR	Care, Treatment and Rehabilitation
PRN	Prorenata prescription - taken as needed
IPC	Infection Prevention and Control
PFMA	Public Finance Management Act
B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
GDoHI:	Gauteng Department of Health Institutions
PPPFA:	Preferential Procurement Policy Framework Act
PFMA:	Public Finance Management Act
QC:	Quality Control
QSE:	A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
RFP:	Request for Proposal

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SABS:	South Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax
SARS:	South African Revenue Services
CSD:	Central Supplier Database
PPR:	Preferential Procurement Regulation, 2017
IUSS	Infrastructure Unit Support System Project
EME:	Means an exempted micro in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Base Black Economic Empowerment Act.
National Treasury;	Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section

2. DEFINITIONS

- Referring facility: a licensed GDoH hospital or a community psychiatric clinic
- Contracted facility: the service provider contracted by GDoH to provide the services
- Categories of services: The services to be provided are broadly divided into two categories namely:

CATEGORY 1. Complete CTR: MHCUs who require constant supervision and individualized care by mental health professionals and caregivers in managing their behavior and ensuring the safety of themselves, others and property. MHCUs need full assistance with all activities including, but not limited to, feeding, participating, stimulation, taking medication etc. *The category of MHCUs at such facilities would include:*

- *Children and adolescents (under 18 years of age) with severe/and or profound intellectual disability*
- *Adults with severe/and or profound intellectual disability*
- *Adults with mental illness and severe cognitive impairment*

CATEGORY 2. Supported CTR: MHCUs who can participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision from mental health professionals and caregivers in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities. *The category of MHCUs at such facilities will be limited to adults with mental illness and minimal cognitive impairment.*

NB: MHCUs who can participate in most daily activities but require assistance / support from family members in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities, can be managed in the MHCUs home.

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3. THE PURPOSE

The purpose of this tender is to appoint service provider/s to provide long term mental health care facilities for the Gauteng Department of Health for a period of three years

4. THE BACKGROUND

The Department is responsible for ensuring the provision of care treatment and rehabilitation for people with mental health disorders, severe and profound intellectual disability and mild and moderate intellectual disability with co morbid mental health disorders.

A suitable provider contracted by the Department should provide inpatient care, treatment and rehabilitation for some of these mental health care users that they would positively benefit from.

The Department requires that this care treatment and rehabilitation services, including the promotion of family contact, are provided with the aim of enabling mental health care users to reach their highest level of functioning and, whenever possible, to return to their families and/or communities. Care must be of an acceptable quality and be delivered in a respectable and humane manner, in accordance with the Mental Health Care Act 17 of 2002 and other relevant applicable legislation.

The attached document is the specifications that the provider must comply with.

5. LEGISLATIVE AND REGULATORY FRAMEWORK

5.1 The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subject to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website (www.treasury.gov.za).

5.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

5.3 Other legal prescripts:

The Gauteng Department of Health provides Public Health Services. The physical protection function is regulated by the following acts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act no. 5 OF 2000

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- d. Preferential Procurement Regulations, 2017
- e. Open Tender Framework
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Criminal Procedure Act, 1977 (Act 51 of 1977).
- h. Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- i. Protection of Personal Information Act, 1982 (Act no 84 of 1982)
- j. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- k. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- l. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- m. Criminal Procedures Act, 1997, (Act51 of 1977), as amended
- n. Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- o. Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- p. Trespass Act, 1959 (Act 6 of 1959)
- q. Information Act, 2002 (Act 70 of 2002)
- r. Labour Relations Act, 1995 (66 Of 1995)
- s. Employment Equity Act, 1998 (Act 55 of 1998)
- t. Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations
- u. Mental Health Care Act, 17 of 2002
- v. National Health Act, Act 63 of 2003
- w. Nursing Act, Act 50 of 1978
- x. Health Professions Act, Act 56 of 1974 as amended
- y. Public Finance Management Act, Act 29 of 1999
- z. Occupational Health and Safety Act, Act 85 of 1993
- aa. Pharmacy Act, Act 53 of 1974 as amended;
- bb. Medicines and Related Substance Act, 101 of 1965 as amended
- cc. The Children's Act, Act 38 of 2005
- dd. Child Justice Act, Act 75 of 2008;
- ee. Sexual Offences Act, Act 37 of 2007
- ff. Older Persons Act, Act 13 of 2006
- gg. Prevention of and treatment for Substance Abuse Act, No. 70 of 2008;
- hh. Promotion of Access to Information Act, Act 2 of 2002;
- ii. The National Health Policy Guidelines for Improved Mental Health in South Africa, 1997
- jj. Adolescent and Youth Health Policy Guidelines, 2001
- kk. Child and Adolescent Mental Health Policy Guidelines, 2003

Note:

Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice.

6. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file in the format, as per Table 1 below.

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Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender.</p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in at least the English language.</p> <p>Mandatory documents for the Administrative Responsiveness Evaluation (see paragraph 8 Evaluation Methodology). Non-submission of the following mandatory documents will lead to the disqualification of the bid:</p> <ol style="list-style-type: none"> a. Original certified copy of a valid Health Facility Establishment Licensing b. Original certified copy of a valid Certificate of competency for Mortuary (where in place) c. Original certified copy of a valid zoning or re-zoning certificate issued by the local municipality d. Original or certified copy of a valid Certificate of occupation certifying that the building meets all building Regulation requirements issued by the municipality e. Original certified copy of a valid Certificate of acceptability issued by Environmental Health Services in terms of the Foodstuffs, Cosmetics and Disinfected Act 1972, (Act No. 54 of 1972) f. Original certified copy of a valid health certificate issued by Environmental Health Services in terms of the National Environmental Health Norms and Standards g. Original certified copy of a valid health care risk waste management contract h. Original certified copy of a valid certificate of compliance in terms of the electrical requirements including the backup generator installation i. Original certified copy of a valid Clearance certificate for water supply if not reticulated; j. Original certified copy of a valid Proof of ownership of property or lease agreement; k. Proof of Subcontracting Agreement: l. All SBD's must be fully completed and signed where applicable and submitted: <ul style="list-style-type: none"> • SBD 1: Invitation to Bid • SBD 3.3: Price Schedule • SBD 4: Declaration of Interest • SBD 8: Certification and Declaration of Bidder's Past Supply Chain Management Practices • SBD 9: Certificate of Independent Bid Determination <p>Other Required Documents (non-mandatory):</p>

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	<p>a. A valid original or certified copy of the Unemployment Insurance Fund (UIF) compliance certificate from the Department of Labour.</p> <p>b. A valid original or certified copy of compliance certificate or Letter of Good Standing from the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (COIDA) (no 130 Of 1993)</p> <p>c. Valid and certified copy of Confirmation Letter from the Provident Fund.</p> <p>d. Tax Clearance Requirements</p> <ul style="list-style-type: none"> • A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing. <p>e. Latest audited financial statements for the last two years.</p> <p>f. Copy of Central Supplier Database (CSD) Registration Summary Report</p> <p>NB: All mandatory documents Commissioned and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.</p>
Part 2	<p>All the supporting documents of proof required for the Functionality Evaluation:</p> <ol style="list-style-type: none"> a. Company profile b. Training and development program plan c. Contingency plans d. Risk management plans e. Company Reference letters f. Contractual proof <p>And any other supporting document for the Functional Evaluation</p>
Part 3	<p>Section 2: Financial Proposal of the tender. Completed Price Schedule documents.</p> <ol style="list-style-type: none"> 1) SBD 3.3: Price Schedule – Professional Services 2) Annexure A Price Schedule <p>Note: Mandatory, failure to submit both abovementioned will result in the bid being disqualified</p> <ol style="list-style-type: none"> 3) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017

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7. SCOPE OF WORK

7.1 Appendix 1: Admission Criteria

7.1.1 GENERAL CRITERIA

- 7.1.1.1 The MHCU must be a resident of Gauteng Province as determined by place of residence.
- 7.1.1.2 MHCUs must have valid ID. MHCUs without ID may be considered for admission, however, there must be records reflecting that steps were taken to trace family or to apply for an ID.
- 7.1.1.3 MHCUs of any age may be admitted provided they meet the admission criteria
- 7.1.1.4 The MHCU must be assessed by a team of mental health care professional from the referring facility as requiring the services provided by the contracted facility.
- 7.1.1.5 Referral to the contracted facility may only be considered when all other means of managing the patient within the community have been explored, attempted and been unsuccessful. Although stable in the referring facility setting, psychiatric symptoms must be resistant to control outside of such a setting.
- 7.1.1.6 The MHCU must be assessed as not requiring a high level of specialist psychiatric care, which the contracted facility is not contracted to offer.
- 7.1.1.7 The MHCU should not present an immediate danger to self or others for whatever underlying cause. Any previous serious aggressive or disruptive behavior must be controlled.
- 7.1.1.8 All co-morbid medical illnesses must be stable and on treatment.
- 7.1.1.9 The MHCU must be on EML medication.
- 7.1.1.10 If the MHCU has recently had laboratory investigations that were normal, there is no need for the referring facility to repeat these investigations.
- 7.1.1.11 The MHCU must satisfy the provisions of the legislation regarding assisted admissions in terms of Sections 27, 28 29 and 30, of the Mental Health Act, No. 17 of 2002. Non-availability of MHCA Form 14 should not be an exclusion for reviewing of an application.
- 7.1.1.12 If during the MHCUs stay in a contracted facility, the MHCU experiences a relapse and requires any CTR that does not fall within the ambit of contracted facility, the contracted facility must contact and make all arrangements for a transfer of a MHCU to an appropriate facility.
- 7.1.1.13 Research may not be conducted in any contracted facilities unless ethical permission has been acquired as per official department research policy. Informed consent in writing from the MHCU or, if the MHCU is not able to give informed consent, his/her legal proxy or appropriate family member, is required. No exceptions to this requirement shall be permitted.

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7.1.2 PSYCHIATRIC DIAGNOSES

- 7.1.2.1 MHCUs will be admitted to the different categories of care based on their psychiatric diagnoses and their level of functioning (Table 1).
- 7.1.2.2 In exceptional circumstances and supported by detailed motivation, admission to the contracted facility outside of the above diagnostic criteria may be permitted:
- 7.1.2.3 Where both parents are deceased or both parents or a single surviving parent are unable to care of a MHCU due to age or health status and there are no other family members who could take responsibility for the patient
- 7.1.2.4 The MHCU is in the care of family members and, as determined by the assessing mental health professionals, the care is resulting in a seriously detrimental effect on the family
- 7.1.2.5 Attempts to place the MHCU in alternative community-based facility have been unsuccessful.
- 7.1.2.6 Persons with severe personality disorders who are in the care of their family and, as determined by the assessing mental health professionals, the care is resulting in a seriously detrimental effect on the family.
- 7.1.2.7 If the MHCU is on medication that is not on the EML, they may only be admitted if the medication is supplied from the referring facility on a monthly basis.

TABLE 2

CATEGORY 1 CARE FACILITY	CATEGORY 2 CARE FACILITY
a) Chronic psychiatric disorder	
The MHCU must be assessed as having a chronic psychiatric disorder as defined by both the DSM 5 and the ICD 10.	The MHCU must be assessed as having a chronic psychiatric disorder as defined by both the DSM 5 and the ICD 10.
The level of functioning of the MHCU must be such they require constant supervision and individualized care in managing their behaviour and ensuring the safety of themselves, others and property. Users need full assistance with all activities including but not limited to feeding, participating, stimulation, taking medication etc.	The level of functioning of the MHCU must be such they can participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities.
b) Profound to severe developmentally delayed or intellectually disabled	
The MHCU must be assessed as profoundly developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD 10	The MHCU must be assessed as profoundly developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD 10
The level of functioning of the MHCU must be such that they require constant supervision and individualized care in managing their behaviour and ensuring the safety of themselves, others and property. Users need full assistance with all activities including but not limited to feeding, participating, stimulation, taking medication etc.	The level of functioning of the MHCU must be such they can participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities.

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c) Mild or moderately developmentally delayed or intellectually disabled	
The MHCU must be assessed as mild or moderately developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD10	The MHCU must be assessed as mild or moderately developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD10
The level of functioning of the MHCU must be such that they require constant supervision and individualized care in managing their behaviour and ensuring the safety of themselves, others and property. Users need full assistance with all activities including but not limited to feeding, participating, stimulation, taking medication etc.	The level of functioning of the MHCU must be such they can participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities.
The MHCU may only be admitted to the contracted if there are associated co-morbid psychiatric or psychological condition, severe physical or behaviour problems, which have been resistant to management within the family system or in a community-based service	The MHCU may only be admitted to the contracted if there are associated co-morbid psychiatric or psychological condition, severe physical or behaviour problems, which have been resistant to management within the family system or in a community-based service

7.2 Appendix 2: Admission Procedures

7.2.1 SUBMITTING APPLICATIONS FOR ADMISSION BY THE REFERRING FACILITY

- 7.2.1.1 The referring facility shall not refer MHCUs that do not meet all the admission criteria
- 7.2.1.2 The referring facility shall not transfer a MHCU to the contracted facility until advised by the contracted facility
- 7.2.1.3 Wherever possible, referral should be to a contracted facility closest to the MHCU's home, to facilitate the maintenance of ties with the family (If this is not possible at the time of admission, transfer to such a facility should be arranged by the contracted facility as soon as a vacancy becomes available).
- 7.2.1.4 The referring facility must complete the necessary application forms, which must contain the following:
 - 7.2.1.4.1 Relevant medical, developmental and/or psychiatric history
 - 7.2.1.4.2 Current medical and psychiatric status, level of functioning and a complete multi-axial diagnosis in terms of the DSM 5 (ICD10);
 - 7.2.1.4.3 Information on previous treatment/management history (in particular attempts to manage the MHCU within the community and NGOs) and reasons for failure;
 - 7.2.1.4.4 That the MHCUs are on EML medication (if not the medication must be supplied on monthly basis from the referring hospital)
 - 7.2.1.4.5 Record of MHCUs family circumstances and family involvement to date. In the event that contact with the family has not been possible, details of all efforts made to trace the family, including reasons for failure and possible leads.

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7.2.2 REVIEWING APPLICATIONS FOR ADMISSION BY THE CONTRACTED FACILITY

- 7.2.2.1 The contracted facility's MDT reviewing team must review the application within 24 hours of submission.
- 7.2.2.2 It is not a requirement for the MHCU to be physically present at the contracted care facility for this review as this is a huge cost and inconvenience to all.
- 7.2.2.3 The contracted facility must determine whether the MHCU meets all the admission criteria for that facility
- 7.2.2.4 In the event that, in the opinion of the contracted facility MDT reviewing team, the MHCU does not meet the admission criteria, they shall consult with the referring facility to discuss and seek further clarification before declining the application.
- 7.2.2.5 The contracted facility must inform the referring facility of their decision within 24 hours of the reviewing process.
- 7.2.2.6 Subject to bed availability, the contracted facility shall accept all appropriate referrals. If no beds available, establish a booking system for all accepted users and inform the referring facility accordingly. When the contracted facility has a vacant bed, they should indicate to the referring facility what type of patients they can accommodate e.g. male/female

7.2.3 TRANSFER OF MHCU FOLLOWING APPROVAL OF ADMISSION

- 7.2.3.1 The referring facility must:
 - 7.2.3.1.1 Arrange for immediate transfer of the MHCU as soon as bed is available.
 - 7.2.3.1.2 Take every effort to ensure family involvement prior to the admission. This should include informing the family regarding the management plan and the need for their continued involvement and advising the family that, in the event of discharge, the MHCU may be discharged back to the family. All such efforts must be documented in the MHCU's file.
 - 7.2.3.1.3 Must ensure that copies of any supplementary documentation (e.g. files, medication record) accompanies the MHCU upon transfer
 - 7.2.3.1.4 Arrange transport for the MHCU. In exceptional cases, arrangements can be made with the contracted care facility to collect the MHCU and transport him/her to the contracted care facility
- 7.2.3.2 On arrival at the contracted facility:
 - 7.2.3.2.1 All newly admitted MHCU shall have a full biopsychosocial assessment and a plan of implementation and evaluation done by:
 - 7.2.3.2.1.1 A professional nurse (with psychiatry experience) within the first 24 hours
 - 7.2.3.2.1.2 A psychologist to provide support, emotional containment and reassurance to the MHCU and families during the initial admission process, which is likely to cause emotional discomfort and unease in MHCUs.
 - 7.2.3.2.1.3 A doctor who will conduct a full medical evaluation, including physical, mental and social aspects within the first 48 hours.
 - 7.2.3.2.1.4 A psychiatrist who will do a full psychiatric evaluation within first 72 hours an admission form must be completed that includes a full current mental and psychosocial status
 - 7.2.3.2.1.5 All MHCA documents (if applicable) must be completed

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- 7.2.3.2.1.6 Each user must have individualised management plan in accordance with approved health /clinical, nursing and pharmaceutical laws, protocols, policies and procedures; reflects the goals and expectations; possible risk factors etc. The level of medical, nursing and allied professional intervention needed for each user and the source or place of this intervention (i.e. local hospital, local clinic, NGO facility doctor, visiting doctor, NGO facility nurse, visiting nurse, NGO facility allied professional and/or visiting allied professional) must be clearly indicated in the above individualised management plan
- 7.2.3.2.1.7 Proof that families consent to admission; Signed or proxy consent form; Confidentiality agreements with each user
- 7.2.3.2.1.8 MHCUs, and where appropriate and practically possible, their families, shall be provided with understandable information about the potential benefits, any adverse effects and choices with regard to the use of medication and other therapies. In the case of MHCUs, the information shall be provided in a manner in keeping with the MHCU's understanding at the time and with a view to obtaining informed participation in decisions regarding his/her management. The extent of the MHCU's understanding and participation in decisions regarding medication or other therapies shall be recorded.

7.3 Appendix 3: Discharge Procedures

Rehabilitation and reintegration of MHCUs back into their community is a priority. The potential for discharge may be precluded by the lack of appropriate resources to support the MHCU in the community and/or by the degree of severity of the primary disability and the ongoing need for in MHCU care and containment. The reason why a MHCU has not been discharged must always be clearly stated in the periodical report according to the MHCA No. 17 of 2002.

7.3.1 CRITERIA FOR DISCHARGE

- 7.3.1.1 The MHCU must be discharged from the contracted facility when the objectives of the particular level of care has been achieved.
- 7.3.1.2 The MHCU may be discharged from:
 - 7.3.1.2.1 Category 1 to category 2 care / community based residential facility i.e. NGO residential facility or to the family / guardian home Category 2 to community based residential facility i.e. NGO residential facility or to the family / guardian
 - 7.3.1.2.2 Discharge to the next level of care must be appropriate to the level of functioning and insight of the MHCU (Table 2).

TABLE 3

CATEGORY 2 CARE FACILITY	COMMUNITY BASED FACILITY / HOME
b) Chronic psychiatric disorder	
The MHCU must be assessed as having a chronic psychiatric disorder as defined by both the DSM 5 and the ICD 10.	The MHCU must be assessed as having a chronic psychiatric disorder as defined by both the DSM 5 and the ICD 10.

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<p>The level of functioning of the MHCU must be such they can now participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities.</p>	<p>There must be clear evidence of improvement in capacity such that the MHCU displays reasonable insight and judgement regarding the care, treatment and rehabilitation required for his/her mental illness. The MHCU must be able to take his/her own medication, maintain self-care and communicate feelings and thoughts to others appropriately. The MHCU is able to care for personal hygiene, dressing and grooming, to a degree that would not lead to rejection by family or community. The MHCU's social behaviour and level of impulse control is sufficiently appropriate, to a degree that does not lead to rejection by family or community. The MHCU is able to contribute to daily chores within the household, if necessary, with limited supervision.</p>
<p>b) Profound to severe developmentally delayed or intellectually disabled</p>	
<p>The MHCU must be assessed as profoundly developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD 10</p>	<p>The MHCU must be assessed as profoundly developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD 10</p>
<p>The level of functioning of the MHCU must be such they can participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities.</p>	<p>The MHCU's level of functioning has improved to the extent that he/she can be managed in the home environment or residential or day care centre that can provide care and access to a rehabilitation program. The associated physical or behaviour problems are controlled to the extent that they are capable of being managed within the family system or a community-based facility where there is access to care, treatment and rehabilitation.</p>
<p>d) Mild or moderately developmentally delayed or intellectually disabled</p>	
<p>The MHCU must be assessed as mild or moderately developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD10</p>	<p>The MHCU must be assessed as mild or moderately developmentally delayed or intellectually disabled as defined by both the DSM 5 and the ICD10</p>
<p>The level of functioning of the MHCU must be such they can participate in certain activities but display poor quality in the performance of these duties. They require assistance / supervision in the form of (but not limited to) reminders, physical assistance and guidance through their daily activities.</p>	<p>The MHCU's level of functioning has improved to the extent that he/she can be managed in the home environment or residential or day care centre that can provide care and access to a rehabilitation program. The associated physical or behaviour problems are controlled to the extent that they are capable of being managed within the family system or a community-based facility where there is access to care, treatment and rehabilitation.</p>

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7.3.2 PREPARATION FOR DISCHARGE

- 7.3.2.1 The MDT involved in the MHCUs CTR must formulate the discharge plans
- 7.3.2.2 The MHCU and family shall be involved in, oriented towards and kept informed of all aspects of discharge plans. The family must be counselled with regards their own concerns, realistic expectations and how to manage problems that may arise
- 7.3.2.3 The MHCU must have successfully completed trial leave of absence (LOA) in the intended discharge setting / accommodation prior to discharge.
- 7.3.2.4 LOA must be for a progressively increasing period of time, up to a period of 2 months
- 7.3.2.5 The contracted facility staff, in consultation with family / caregiver and Community mental health services, must conduct reviews of the LOA periods.
- 7.3.2.6 Program to maximize the MHCUs capacity to cope at the next level of care
- 7.3.2.7 Develop appropriate continued rehabilitation, daytime occupation, stimulation programs that can be undertaken at home under limited supervision; in a day care facility; or in a sheltered or protective workshop.
- 7.3.2.8 Establish links with potential employers, sheltered/protective work settings or occupational/activity centers.
- 7.3.2.9 Establish links with district Community Mental Health Services, district rehabilitation services and NGO support and services
- 7.3.2.10 The social worker must timeously make an application for a disability grant / care dependency grant (and for an ID if necessary), such that a grant is available immediately upon or soon after discharge
- 7.3.2.11 Prior Arrangements with next level of care
- 7.3.2.12 Arrangements must be made with the next level of care (lower category of contracted care, fully licensed and compliant residential facility, family or another caregiver prior to discharge
- 7.3.2.13 Arrangements must be made with the district health service (or other appropriate services) for follow-up management of the MHCU. To ensure that the service has time to assess the MHCU and order the necessary medication, the first appointment should be arranged for a month following the expected date of discharge of the MHCU

7.3.3 AT THE TIME OF DISCHARGE

- 7.3.3.1 A standard discharge form must be sent to the relevant facility to which the MHCU is being discharged.
- 7.3.3.2 The MHCU must be provided with a month's supply of any prescribed oral medication and given verbal and written instructions regarding how to take the medication.
- 7.3.3.3 The MHCU must be provided with at least one change of clothing.
- 7.3.3.4 The MHCU shall be provided with transport to the next level of care. Where necessary e.g. because of the physical condition of the MHCU, the contracted facility shall provide transport and an escort up to a 20 km radius
- 7.3.3.5 If the MHCU is to be discharged to family, then the family must be provided with the following prior to discharge:
 - 7.3.3.5.1 Health education, psycho-education

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- 7.3.3.5.2 How to detect early signs of relapse and information on all resources in the community in the event of a relapse;
- 7.3.3.5.3 Appropriate expectations regarding the MHCUs condition and level of functioning;
- 7.3.3.6 Compliance with MHCA regulations relating to discharge
- 7.3.3.7 All discharges must be undertaken in terms of Section 16 of the MHCA No. 17 of 2002.
- 7.3.3.8 For assisted MHCUs who are being transferred to a community-based establishment for ongoing care, treatment and rehabilitation, the transfer must be accompanied by the MHCA amended Form 11 and the most recent periodical Form 13A.
- 7.3.3.9 Where necessary, other legal requirements regarding custodian and guardianship must be observed in terms of Chapter 4 of the Mental Health Care Act General Regulations.

7.4 Appendix 4: Care and Treatment

All care and treatment shall be provided in the best interests of the MHCUs and as part of an overall care, treatment and rehabilitation plan for every MHCUs.

7.4.1 NURSING CARE

- 7.4.1.1 The professional nurse is responsible for administering appropriate nursing care.
- 7.4.1.2 Regular vital sign (pulse; BP, weight, urine etc.) depending on nature of medical condition must be conducted and recorded in the MHCUs file
- 7.4.1.3 Nursing must participate in rehabilitation programs, in particular, with regard to taking the objectives for individual MHCUs into account.
- 7.4.1.4 The nurse must have immediate and on-site access to a medical practitioner in case of an emergency relating to MHCUs care.
- 7.4.1.5 All nursing records to be maintained in accordance with SANC and public service requirements.

7.4.2 PERSONAL CARE

- 7.4.2.1 All Staff must give daily attention and supervision to the hygiene and personal appearance of all MHCUs.
- 7.4.2.2 Care-giving staff shall be kept informed and receive clear explanations about a MHCUs personal care and physical condition from a senior nurse or a medical officer
- 7.4.2.3 Bathing, dressing and toilet routines of all MHCUs must be organised in a manner that provides for privacy and respects the dignity of MHCUs.
- 7.4.2.4 On a daily basis, MHCUs either independently or with staff assistance, must be helped out of bed and dressed in clean clothing.
- 7.4.2.5 MHCUs who are severely disabled should, except if determined by a medical officer, be taken out of bed and positioned comfortably on an appropriate surface with support for at least 2 hours every day. During this time, staff must ensure adequate supervision of the MHCUs and must engage in interactive activities with the MHCUs.
- 7.4.2.6 The contracted facility is required to acquire and supply all MHCUs with the following
- 7.4.2.7 Requirements necessary for personal hygiene e.g. soap, toothbrush (marked), towels, washcloths, etc. these must be hygienically stored and disinfected

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- 7.4.2.8 Toilet paper, sanitary towels and disposable nappies when required
- 7.4.2.9 Three (23) sets of day and two (2) sets of night clothing and footwear that must be clean, properly fit and be appropriate for prevailing weather conditions.
- 7.4.2.10 Sunscreen and hats to ensure protection when MHCUs are exposed to the sun.

7.4.3 GENERAL MEDICAL CARE

- 7.4.3.1 All MHCUs must have physical assessments done and treatment reviewed by a qualified and registered medical practitioner
- 7.4.3.2 As a minimum, assessments will be done weekly in the first month, followed by monthly assessments for the first 3 months and 6-monthly assessments thereafter.
- 7.4.3.3 If a MHCU is assessed by any staff as being physically or mentally ill or in need of medical attention for any other reason, the necessary arrangements for the MHCU to be assessed by a medical practitioner must be made timeously.
- 7.4.3.4 If a medical practitioner, upon assessing a MHCU, deems a referral of the MHCU to a psychiatrist necessary, such a referral must be made and effected timeously.
- 7.4.3.5 All MHCUs must undergo regular screening to detect illnesses as is indicated for the general population namely PAP smears, mammograms; PSA etc.
- 7.4.3.6 All MHCUs must be provided with education on healthy lifestyle, reproductive health and safe sex practices.
- 7.4.3.7 When there is any change in the MHCU's status (e.g. physical illness, recurrence of psychiatric symptoms, involvement in a violent incident, return from LOA / provincial hospital), assessments and notes shall be done at least daily for a period of one week, or until stabilised, as confirmed by a medical doctor or psychiatrist.

7.4.4 PSYCHIATRIC CARE

- 7.4.4.1 Every MHCU shall have psychiatric assessments and treatment reviewed by a qualified and registered psychiatrist
- 7.4.4.2 As a minimum, assessments will be done weekly in the first month, followed by monthly assessments for the first 3 months and 6-monthly assessments thereafter.
- 7.4.4.3 The assessment should include an examination of mental and physical states, specific enquiry regarding any emerging medication side effects or adverse events and any other issues. Where appropriate, serum drug levels should be monitored.
- 7.4.4.4 There must be timely access to specialist psychiatric services in the event of suspected relapse of a MHCU or any other psychiatric problems as observed by other members of the MDT.
- 7.4.4.5 MHCUs, who at any time, present with acute psychiatric symptoms, shall be seen at least 3 times a week by a psychiatrist to monitor their state and response to treatment.

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7.4.5 PSYCHOLOGICAL CARE

- 7.4.5.1 Every MHCU shall have psychological assessments done by a qualified and registered psychologist.
- 7.4.5.2 As a minimum, assessments will be done weekly in the first month, followed by monthly assessments for the first 3 months and 6-monthly assessments thereafter.
- 7.4.5.3 A behavioural modification program, to offer containment and a sense of normality within the facility, must be developed, taking into account the functionality of the MHCU.
- 7.4.5.4 The psychologist will develop and evaluate other psychological programs that address the psychological needs of each MHCU in a collaboration with other members of the MDT and the MHCU.

7.4.6 MEDICAL RECORD KEEPING

- 7.4.6.1 There must be a clinical file for each MHCU
- 7.4.6.2 All staff will capture and maintain records as per requirements of their professional statutory bodies.
- 7.4.6.3 The file shall contain the following:
 - 7.4.6.3.1 The application for admission and consent forms and other medical / social / functional reports, if available
 - 7.4.6.3.2 A recent photograph of each MHCU on the front page of each file and on their prescription.
 - 7.4.6.3.3 The MHCU's demographic details
 - 7.4.6.3.4 Reports of initial medical, nursing, psychiatric and psychological and other MDT members assessment
 - 7.4.6.3.5 Reports of all subsequent assessments including medication change, behavior response to treatment or any other interventions by any MDT member.
 - 7.4.6.3.6 Vital signs chart
 - 7.4.6.3.7 Medication chart
 - 7.4.6.3.8 Reports on any special investigations
 - 7.4.6.3.9 All MHCA forms
 - 7.4.6.3.10 Admission forms
 - 7.4.6.3.11 Periodical reports;
 - 7.4.6.3.12 Discharge form
 - 7.4.6.3.13 Records of contact with the MHCU's family by staff and the MHCU;
 - 7.4.6.3.14 Records of authorized or unauthorized LOA
 - 7.4.6.3.15 Records of contact with other services (provincial hospital and community mental health services etc.)
 - 7.4.6.3.16 Files and records shall be kept securely in a lockable cabinet.
 - 7.4.6.3.17 Access to records
 - 7.4.6.3.18 MHCUs shall have access to their files upon request, unless contra-indicated on safety grounds or due to the psychiatric condition of the MHCU. In cases where the Contacted Care Centre deems it necessary to deny a MHCU access to his/her file, the Department of Health shall be informed.

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7.4.6.3.19 The Department of Health shall have access to MHCU records and the information will be treated in the strictest confidence

7.4.6.3.20 If a MHCU is transferred to a provincial psychiatric hospital/service, a summary of his/her records (including current, previous, failed medication trials, family support and family contact details) shall be transferred with him/her to facilitate continuity of care.

7.4.7 CLINICAL TRAINING

7.4.7.1 It is the responsibility of the contracted facilities to communicate to and train all staff on (not limited to but including):

7.4.7.1.1 The processes relating to admission, discharge and transfer of MHCU

7.4.7.1.2 Emergency management of MHCUs

7.4.7.1.3 Infection prevention and control.

7.4.7.1.4 Protocols shall be available detailing appropriate measures to be taken to contain and control infectious diseases

7.4.7.1.5 In the event of an outbreak of any notifiable communicable disease, the relevant outbreak response team for the district must be informed and every effort made to co-operate with them in effecting early control of the disease.

7.4.7.1.6 In addition, the Department must be notified immediately and kept informed on a daily basis until the outbreak has been contained

7.4.7.1.7 Nursing training and development at ward and facility level in accordance with Continuous Professional Development

7.4.8 CLINICAL MONITORING

7.4.8.1 Collection of reliable and valid information on all program and services rendered by the facilities.

7.4.8.2 Demographic profiles of the community in which the facilities are located

7.4.8.3 Situational analysis of the community in which the facilities are located.

7.4.8.4 Policies and Standard Operating Procedures

7.4.8.5 Facility admission criteria and procedure

7.4.8.6 Facility discharge criteria and procedure

7.4.8.7 Quality assurance program and policy; Complaints management; Serious adverse event management

7.4.8.8 Management of missing or absconded user: GDOH policy

7.4.8.9 Risk Management policy

7.4.8.10 Protocol for the management of abuse and neglect to MHCU

7.4.8.11 Procedure for when a user dies; funeral arrangements and responsibility thereof

7.4.8.12 Procedure for Curatorship/Trust fund arrangements

7.4.8.13 Written procedures to ensure confidentiality of MHCU's records shall be available.

7.4.9 MEDICAL EQUIPMENT

7.4.9.1 It is the responsibility of the contracted care facility to provide medical equipment

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- 7.4.9.2 All equipment must be maintained as per manufacturer specifications and must always be ready for use.
- 7.4.9.3 A first aid kit for minor injuries, including an antiseptic wash, plasters, material for pressure bandage and antiseptic ointment shall be available in each ward.
- 7.4.9.4 There must be an emergency resuscitation trolley as per Regulated Norms and Standards requirements per ward for resuscitation or medical emergencies. It must be fully functional and checked and recorded appropriately.
- 7.4.9.5 The medical equipment must be available inclusive of the following:
 - 7.4.9.5.1 Mobile oxygen cylinder fitted with flow meter
 - 7.4.9.5.2 Manually/electrically operated suction
 - 7.4.9.5.3 Defibrillator
 - 7.4.9.5.4 Pre-packed emergency drugs in a portable container
 - 7.4.9.5.5 Pre-packed and sterile emergency equipment

7.5 Appendix 5: Pharmaceuticals

7.5.1 MEDICATION SUPPLY

- 7.5.1.1 The service fee payable per patient is inclusive of the supply of medication prescribed to MHCUs.
- 7.5.1.2 The contracted facility shall however, only be allowed to procure approved EML medication from the department at tender prices.
- 7.5.1.3 At all times, medication must be prescribed consistent with the requirements of the standard treatment guidelines and EML, as defined by the National Health Department and included in the Gauteng provincial formulary /approved contracted care formulary and as amended from time to time
- 7.5.1.4 The equivalent of such amounts spent to procure these EML medications shall be deducted from the Department's payment to the contracted facility.
- 7.5.1.5 When approved EML medication are out of stock, the contracted facility remains responsible to source the required medication for the patients from suppliers other than the department.
- 7.5.1.6 Patients requiring medication outside the approved EML must be referred back to the referring facility for further evaluation and management.
- 7.5.1.7 If treatment is initiated outside the approved EML list by contracted facility staff then it will be for the account of the contracted facility.
- 7.5.1.8 If any change in medication supply is necessitated by changes in legislation, or any recommended remedial action, which falls outside the scope of this agreement and has financial implications, the contracted facility shall inform the Department of such changes and recommended action and the tariff implications.
- 7.5.1.9 The cost of management of MHCUs with HIV and AIDS and the provision of ART will be the responsibility of the Department and will be implemented based on the protocols provided by the Department.
- 7.5.1.10 The contracted facility is responsible for the supply and management of all dry dispensary items.

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7.5.2 PRESCRIBING OF MEDICATION

- 7.5.2.1 Medication must be provided in a manner that promotes safety and quality of life for the MHCU in line with all applicable legislation, including the Medicines Control act, Pharmacy act and all other regulations.
- 7.5.2.2 Qualified and registered medical practitioners shall prescribe all medication.
- 7.5.2.3 The prescribing medical practitioners shall only write prescriptions or sign charts when they have actually seen and examined the MHCU concerned
- 7.5.2.4 Medication when required (PRN) for sedation shall only be used as part of a standing order, verbal or telephonic instruction to safely alleviate a MHCU's distress and/or risk and not as a disciplinary measure.
- 7.5.2.5 If PRN medication is given, the prescribing medical practitioner must examine the MHCU as soon as possible thereafter and ensure that the MHCU is receiving adequate/appropriate doses of medication
- 7.5.2.6 Report on adverse drug reactions or events to the Department and to the relevant authorities.
- 7.5.2.7 Availability of a medication book or system if residents do not manage their own medication; Records available for medication administered

7.5.3 MEDICATION STOCK MANAGEMENT.

- 7.5.3.1 The pharmacy must remain registered with the South African Pharmacy Council and be Graded either as a grade A or B by the SA Pharmacy Council
- 7.5.3.2 The pharmacy must be under the supervision of responsible pharmacist and pharmacy services must be available at all times.
- 7.5.3.3 The GDoH Standard Operating Procedures for Pharmaceutical Services to serve as a guideline for the management of stock
- 7.5.3.4 All medication must be stored in a cool, lockable medicine rooms, cupboard, trolleys or refrigerator, in adherence to relevant legislation and regulations. Ensuring separate storage area for medicines procured via the state at contracted prices
- 7.5.3.5 If medicines procured and supplied via the departments are short dated, a protection letter must accompany it from the supplier, otherwise the loss will be for the account of the contracted facility.
- 7.5.3.6 There shall be a functional auditable stock management and stock dispensing system in place for all the medicines procured – manual or IT, which is the responsibility of the contracted supplies to implement.
- 7.5.3.7 Provincial SOPs may be used as guidelines
- 7.5.3.8 There shall be two (2) stock takes, at the end of September and March of each year, in full compliance with the PFMA and the GDoH SCM/RMIC standard operating procedures. The department must be invited for the stock take of medicines procured from the department.
- 7.5.3.9 Account for any expired stock and losses of stock procured from the department. Report quarterly to the department.
- 7.5.3.10 Contracted facility remains responsible for the destruction of all expired medication at their own cost.

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- 7.5.3.11 Ensure good inventory management and proper annual demand planning in line with estimated number of patients. Participate in the Departments Annual Demand Planning for Medicines.
- 7.5.3.12 Allow GDOH access to any site where medicines is stored.
- 7.5.3.13 Provide agreed upon and any ad hoc reports regarding medicine

7.6 Appendix 6: Rehabilitation Services

- 7.6.1 The contracted facility will ensure that the goal of rehabilitation programmes provided will be to:
 - 7.6.1.1 Prevent deterioration,
 - 7.6.1.2 Develop and maintain the category of functioning of MHCUs to ensure the highest possible category of independence, particularly with respect to activities of daily living self-care, communication (in particular verbal and written communication),
 - 7.6.1.3 Appropriate expression of feelings,
 - 7.6.1.4 Ability to sustain relationships,
 - 7.6.1.5 Ability to cope with life in the community,
 - 7.6.1.6 Work performance and participation in leisure activities.
 - 7.6.1.7 The prevention of further acute episodes,
 - 7.6.1.8 Limit the effects of long-term hospitalisation and ensure an acceptable quality of life for MHCUs.
- 7.6.2 Rehabilitation programmes will be structured, goal-directed and have specific objectives. A cyclical process of assessment – programme planning – implementation – review will take place.
- 7.6.3 Programmes will be orientated towards the possibility of discharge but acknowledge that specific objectives vary, depending on the MHCUs functional category and individual need.
- 7.6.4 Rehabilitation programmes will be utilize the full range of opportunities in the course of daily living and, in addition, extend beyond the care facility to community-based activities.
- 7.6.5 Rehabilitation will be the responsibility of the multi-disciplinary team and should be implemented as such. It will include specialised interventions, drawing on psychological or occupational therapy, physiotherapy, social work or other therapies.
- 7.6.6 Rehabilitation programmes will be structured as group activities and/or individual to facilitate management of groups of MHCUs of a similar functional category; within the group context, however, provision must be made for variation to meet individual objectives.
- 7.6.7 General criteria for the rehabilitation programme:
 - 7.6.7.1 The goals, objectives and guidelines for rehabilitation programmes for each MHCUs/group must be clearly specified in writing and be available to staff and to MHCUs and their families in a format that they can understand.
 - 7.6.7.2 Objectives for any rehabilitation activity must be appropriate, specific and measurable for each MHCUs/group.
 - 7.6.7.3 Where rehabilitation activities are available only to selected MHCUs, criteria for participation must be clearly stated.
 - 7.6.7.4 The roles of all professional, nursing and care-giving staff with respect to rehabilitation programmes must be clearly defined.
 - 7.6.7.5 Ward programmes should be provided to MHCUs who are unable to participate in rehabilitation activities in therapy departments.

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- 7.6.7.6 Scheduled in-services training should take place for all staff and across disciplines. Professional rehabilitation staff shall have overall responsibility for developing and monitoring rehabilitation programmes, including assessment of and setting objectives for individual MHCUs and designing and reviewing individual and group activities in relation to the goals, objectives and guidelines for rehabilitation programmes.
- 7.6.7.7 Medical officers and psychiatrists must be familiar with the goals of rehabilitation programmes and the objectives set for individual MHCUs. They should be consulted with regard to setting and reviewing objectives for MHCUs.
- 7.6.7.8 Rehabilitation staff will undertake training of nursing staff to carry out ward programmes.
- 7.6.7.9 Weekly meetings of MDT staff shall be held to review rehabilitation programmes and, in particular, the progress of individual MHCUs.

- 7.6.8 Assessment, planning and review:
 - 7.6.8.1 At least once monthly, each MHCU must have a full formal assessment of his/her current category of functioning.
 - 7.6.8.2 In the case of newly admitted MHCUs, the assessment must take place within two weeks of admission and monthly thereafter for at least a further 3 months and must take into account the report and recommendations of the referring service.

- 7.6.9 The assessment must be used to determine:
 - 7.6.9.1 MHCUs must be assessed for their suitability to attend Occupational Therapy in line with set criteria.
 - 7.6.9.2 A functional classification must be used to assign the MHCU to a group that meets his category of functioning.
 - 7.6.9.3 Individual rehabilitation objectives for the MHCU and appropriate activities for the achievement of those objectives.
 - 7.6.9.4 The assessment must also be used to schedule dates for formal reviews of the MHCU's group assignment and of progress towards meeting his/her rehabilitation objectives.
 - 7.6.9.5 The frequency of such reviews may vary, depending on the functional category of a MHCU.
 - 7.6.9.6 However, progress of each MHCU in meeting his/her rehabilitation objectives must be discussed at least once every two months, with a formal review at least very six months on a MDT category.
 - 7.6.9.7 MHCUs with higher functional categories, or whose conditions are unstable or changing, shall be subject to more frequent reviews, at least monthly.
 - 7.6.9.8 The MHCUs referred to in the foregoing, or MHCUs who are not meeting or are exceeding objectives, shall be re-assessed for the purposes of developing a new programme.
 - 7.6.9.9 MHCUs whose clinical and rehabilitation progress has been unsatisfactory must be discussed at a monthly multi-disciplinary team meeting.

- 7.6.10 Duration of Rehabilitation Programme:
 - 7.6.10.1 Where appropriate, MHCUs in the rehabilitation programme should be structured with a view to discharge.
 - 7.6.10.2 In planning individual rehabilitation objectives and group activities, due attention must be given to:
 - 7.6.10.2.1 The age and stage of life of the MHCU;

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7.6.10.2.2 With various cultural, religious, social, residential and work backgrounds of MHCUs;

7.6.10.2.3 Category of functioning;

7.6.10.2.4 The contexts to which MHCUs are likely to be discharged where appropriate.

7.6.11 Record keeping

7.6.11.1 Details of the assessment and individual objectives shall be specified in writing and kept in the MHCUs' file.

7.6.11.2 Weekly records will be maintained for all MHCUs in rehabilitation programmes.

7.6.11.3 In the event of an emergency or change in status, records must be updated immediately.

7.6.11.4 Progress notes from weekly meetings and records of formal reviews shall also be kept on file. Progress notes will be in line with HPCSA minimum requirements.

7.6.12 Vocational Programmes

7.6.12.1 Participation by a MHCUs in any work activities within the facilities must be solely for the MHCUs' benefit as part of a supervised rehabilitation programme.

7.6.12.2 Appropriate remuneration shall be provided for MHCUs who undertake any formal work within the facility as part of the rehabilitation programme.

7.6.12.3 In cases where a MHCUs has difficulty handling the remuneration independently, it may be administered by the facility to support other aspects of the MHCUs' rehabilitation programme. However, in that case, the amount of remuneration and its management must be explained to the client in terms he/she can understand and, as soon as he/she is able to manage the remuneration independently, control should pass to him/her.

7.6.12.4 Work activities forming part of rehabilitation programmes shall not be used as a pretext for staff reduction.

7.6.13 MHCUs and Family Involvement in rehabilitation

7.6.13.1 In the case of new MHCUs, every effort must be made to ensure that the family is informed on admission of their responsibilities with respect to continuing involvement in the MHCUs' rehabilitation.

7.6.13.2 This will include taking the MHCUs on leave of absence.

7.6.13.3 The family must in addition be informed that the MHCUs will be discharged to them, when his/her condition warrants it.

7.6.13.4 In the case of existing MHCUs, a plan to reach out to families to convey the same message shall be developed and implemented within 6 months of the signing of this agreement.

7.6.13.5 Both the MHCUs and his/her family must, as far as possible, be:

7.6.13.5.1 Informed of the nature of the MHCUs' condition and the importance of adhering to specified treatment plans and appropriate preventive measures;

7.6.13.5.2 Actively involved in the process of assessment and planning the MHCUs' rehabilitation programme and plans for discharge.

7.6.13.5.3 Kept informed of progress and any difficulties in regard to the MHCUs achieving his/her individual rehabilitation objectives.

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- 7.6.13.5.4 Periodic authorised leave of absence to the family or other suitable setting shall be arranged wherever possible to facilitate achievement of the MHCU's rehabilitation. Family members or others responsible for accommodating the MHCU on leave of absence must be involved in planning the leave and counselled regarding their expectations and responsibilities. They must also be linked to sources of assistance in the community, in particular, Community Mental Health services and district rehabilitation. Timing of and assessment of the success or otherwise leave of absence must form part of each review of the MHCU's progress.
- 7.6.13.5.5 Every effort must be made to maintain contact with the family and between the MHCU and the family, in order to maintain the family as active partners in the MHCU's rehabilitation programme. In cases where all efforts to involve the family fail, the possibility of supported placement in another setting must be investigated.

7.7 Appendix 7: Social Work Services

All social work and social work auxiliary services to be provided in accordance with the health care social work framework and the requirement of the SA Council for Social Service Professions (SACSSP).

- 7.7.1 All social work and social work auxiliary services to be provided by persons registered and authorised to practice with the SACSSP.
- 7.7.2 All profession-specific services to be provided in accordance with the job descriptions and duties as per Gauteng Department of Health prescribed job descriptions.
- 7.7.3 All professional and other records to be maintained in accordance with the professional requirements.
- 7.7.4 The social worker is part of the MDT team and must actively participate in all MDT activities and psycho-social activities.
- 7.7.5 Social workers are the primary contact person with the family and receiving and referring facilities.
- 7.7.6 Social worker will provide profession-specific supervision of the social auxiliary worker.
- 7.7.7 Social worker key performance areas:
- 7.7.7.1 Provision of therapeutic services to the MHCU and their families;
 - 7.7.7.2 Should facilitate processes when a MHCU dies in terms; provision of grief counselling to family and, together with hospital administration, facilitate burial of MHCUs;
 - 7.7.7.3 The social worker should receive and track applications for admission;
 - 7.7.7.4 Facilitate arrangements for MDT screening of admissions, leave of absence and discharge preparation;
 - 7.7.7.5 Family contact to be initiated and maintained through all admission, leave of absence and discharge processes;
 - 7.7.7.6 Should liaise with all government departments as pertains to the MHCU and family via Depts. of Home Affairs, Social Development and SASSA, SAPS and non-government structures such as NGOs, advocacy bodies and faith-based organisations;
 - 7.7.7.7 Should initiate, track and facilitate all communication and processes with I.D. documents and disability grants.
 - 7.7.7.8

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7.8 Appendix 8: Nutrition

- 7.8.1 It is the responsibility of the Contracted Care facility Provider to ensure availability of all necessary equipment.
- 7.8.2 The document that will be used as a minimum standard for MHCU Nutrition is the Policy for Food Service Management in Public Health Establishments.
- 7.8.3 There must be adherence to the Food Service Management Guidelines.
- 7.8.4 The Provider must ensure that MHCUs are provided with nutritious and adequate meals.
- 7.8.5 Under no circumstances must there be discrimination with regards to meal quality or quantity for different MHCUs, or for MHCUs from different cultural and ethnic groups.
- 7.8.6 Suitable diets must be provided for MHCUs with special nutritional needs, including medical conditions (e.g. provision must also, as far as possible, be made to accommodate the dietary requirements of recognized religious or other belief systems).
- 7.8.7 The Provider must submit on an annual basis, a winter menu and a summer menu, including between meal snacks, on a 08-21 day menu cycle, as well as a nutritional analysis of these menus. These shall be counter-signed by a registered dietician. This must be based on ration scales manual. The Provider must submit quarterly reports, compiled by a registered dietician, on the quality and quantity of meals, menus and refreshments served to MHCUs. The Provider and the Department must mutually agree upon the format and specific information required in these reports.
- 7.8.8 The period of time between the evening meal and breakfast shall be no longer than 12 hours.
- 7.8.9 MHCUs with diabetes must be monitored and treated according to standard treatment guidelines consistent with departmental protocols.
- 7.8.10 All MHCUs must be provided with water (water needs to be tested, covered in the whole inspection).
- 7.8.11 No left-over food is to be served to MHCUs.
- 7.8.12 Food must be handled, stored and prepared according to regulations R638.
- 7.8.13 The removal, effective washing and storage of crockery and cutlery to ensure that clean eating utensils are available for every MHCU at meal times.
- 7.8.14 Catering services must be inspected by an internal quality assurance team once a month.
- 7.8.15 The Department reserves the right to inspect all aspects of catering services on a scheduled and unscheduled basis including situations where food preparation is contracted out.
- 7.8.16 The Provider must ensure that there are facilities for separate storage of food and non-food items.
- 7.8.17 Hand basins and liquid detergent soap shall be available at all times for kitchen staff.

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7.9 Appendix 9: Occupational Health and Safety

The service provider shall adhere to Occupational Health and Safety Act, National Building regulation (SANS0400). National Environmental Health Norms and Standards and Local Municipal By-laws.

- 7.9.1 The premises, equipment and the facility itself shall be kept in a well-maintained condition i.e. clean, safe and in a satisfactory state of repair.
- 7.9.2 Reasonable precautions must be taken to ensure that there are no physical safety hazards.
- 7.9.3 All potentially dangerous products, such as medicines, syringes, needles, chemicals and cleaning material must be stored in locked cupboards out of reach of MHCUs. Keys must be managed in accordance with the institution's policy.
- 7.9.4 Health care risk waste must be disposed of in a safe manner in accordance with the Gauteng Health guidelines and the Regulated Norms and Standards for Health Establishments.
- 7.9.5 Windows or any glass doors must be protected from breakage, at least by the installation of mesh across the glass, or preferably, of shatterproof or safety glass (Perspex).
- 7.9.6 Flooring in all MHCU areas must be of a material that minimises the likelihood of slipping or falling.
- 7.9.7 Hot water taps and heaters must be thermostatically controlled.
- 7.9.8 Electrical apparatuses must be adequately secured in a safe position.
- 7.9.9 Electrical wall plugs must have a safety cover for protection when not in use.
- 7.9.10 An emergency power source (UPS) must be available and functional at all times. Managing and testing will take place in terms of Regulated Norms and Standards.
- 7.9.11 Windows in any multi-storey building must be fitted with vertical safety bars or wire-mesh and sealed to prevent suicide.
- 7.9.12 Burglar bars for security purposes shall be in place.
- 7.9.13 The premises must have secure perimeter fencing, preferably solid brick wall.
- 7.9.14 All entrances to the care facility must be security controlled.
- 7.9.15 Fire / emergency situations
 - 7.9.15.1 The facility must comply with the local municipal by-laws and regulations.
 - 7.9.15.2 Copies of the most recent inspection report from the fire department must be available.
 - 7.9.15.3 Effectively placed and adequate fire-hydrants, fire-hose reels, fire extinguishers, fire escapes and emergency exit points must be provided and regularly checked and maintained. Fire-hydrants, fire-hose reels, fire and extinguishers must be concealed at all times.
 - 7.9.15.4 A detailed emergency preparedness plan must be in place and must be tested every 6 months.
- 7.9.16 Environmental Hygiene
 - 7.9.16.1 All structural, ward, ablution and wash-up facilities, storage and general facilities requirements must be in accordance with National Environment Health Norms and Standards (2015) and Building Regulations.
 - 7.9.16.2 Structure to comply with National Building Regulations
 - 7.9.16.3 Ablution facilities must be kept clean and provided with hand-washing soap and toilet paper at all times
 - 7.9.16.4 Sufficient laundering / washing services must be available to provide for a daily fresh supply of clean clothes and linen.
 - 7.9.16.5 A drainage system should be available and designed without open drains.

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- 7.9.16.6 Bed linen must be changed at least once a week or whenever soiled by bodily fluids or excreta.
- 7.9.16.7 A pest and rodent control programme must be implemented by a specialised service provider and records must be kept.
- 7.9.16.8 Designated smoking area to be identified although no smoking policy must be re-enforced.
- 7.9.16.9 Food handling premises and facilities must comply with Regulations R638, 22 June 2018 (Regulations governing general hygiene requirements for food premises and transport of food).
- 7.9.16.10 No food premises may operate without a valid Certificate of Acceptability.

7.9.17 Management of the deceased

- 7.9.17.1 The contracted care services must provide a standard operating procedure for the management of the deceased

7.10 Appendix 10: Infrastructure

The following are minimum requirements and the compliance to the requirements as per the attached checklist:

7.10.1 GENERAL

- 7.10.1.1 All buildings and facilities must comply with the National Health Act 61 of 2003: Policy Guidelines for the Licensing of Residential and/ or Day Care Facilities for Persons with Mental Illness and/ or Severe or Profound Intellectual Disabilities, Regulation R158, National environmental Health Norms and Standards, Occupational Health and Safety Act.
- 7.10.1.2 All buildings and facilities must be subject to inspection by the environmental, infrastructure and clinical staff from Gauteng Department of Health and must comply with Departmental requirements.
- 7.10.1.3 Facilities must be accessible to MHCUs with physical disabilities or limitations e.g. gradient of stairs or fire escapes, toilets and showers, wheelchair ramps.
- 7.10.1.4 One shower and toilet per ward must be wheelchair accessible.
- 7.10.1.5 Adequate heating system that ensures safety of MHCUs shall be provided in winter.

7.10.2 Separation of Different Categories of MHCUs

- 7.10.2.1 Adults and children must be accommodated in separate facilities, or in distinctly separate sections of a facility.
- 7.10.2.2 Psychiatric MHCUs and MHCUs with severe/profound intellectual disability must be accommodated in separate facilities as far as possible or in distinctly separate sections of a facility.
- 7.10.2.3 There should be adequate separation of MHCUs by their level of function.
- 7.10.2.4 Provision must be made for MHCUs who need to be bedded separately from other MHCUs for their protection or the protection of other MHCUs.
- 7.10.2.5 Separate sleeping and ablution facilities must be provided for male and female MHCUs.

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7.10.3 UNITS/WARDS

- 7.10.3.1 Unit or ward refers to a room or series of rooms, which form a physically distinct area for the accommodation of MHCUs.
- 7.10.3.2 10.3.1 The size of the floor area must provide 10 square meters for a single room/cubicle of floor space per bed.
- 7.10.3.3 The following amenities shall be present in the ward:
 - 7.10.3.3.1 One bed per MHCU.
 - 7.10.3.3.2 Beds, with a covered/protected mattress, at least 12 cm thick.
 - 7.10.3.3.3 Linen, pillows and blankets in a clean condition, good state of repair and available in adequate quantities in relation to the temperature.
 - 7.10.3.3.4 An area of personal space for each MHCU, which is regarded as his/her own (e.g. bed, wall space for personal pictures).
 - 7.10.3.3.5 Secure personal storage space for MHCUs capable of looking after their belongings / personal possessions themselves (e.g. personal locker).
 - 7.10.3.3.6 Sluice room for each ward. The sluice room must be a minimum of 5-9 square meters (7square meters if soiled linen will be kept in the sluice and 9 square meters if used in combination of the latter and cleaner's trolley). The sluice room must be equipped with a sluice pan of approved design and equipped with an adequate flush system and a slop hopper (optional), maintained in a proper working order. Approved storage shelves should be provided for the storage (urinal rack) of bed-pans and other sanitary utensils.

7.10.4 TOILET AND BATHING FACILITIES

- 7.10.4.1 Accessible and adequate toilet and bathing facilities, suitable for independent and assisted use and capable of ensuring privacy, must be provided for MHCUs (1 toilet per 8-10 MHCUs) – in male wards a urinal may be substituted for every third toilet. Press flush system to be utilised.
- 7.10.4.2 At least one hand basin per 8-10 MHCUs. Stainless steel hand basin with an overflow hole to be provided. Press flush system to be utilised.
- 7.10.4.3 Bathroom and toilet doors must be lockable from outside only. Bathroom and toilet doors must open to the outside.

7.10.5 DINING ROOMS

Dining rooms must be provided with an adequate number of tables and chairs that can be maintained in a hygienic condition. Tables, chairs, crockery and cutlery should be plastic and not able to be used as a weapon.

7.10.6 RECREATIONAL AND SOCIAL FACILITIES

The following recreational and social facilities must be available for MHCUs:

- 7.10.6.1 Indoor recreational facilities (may be shared with lounge, dining room or occupational therapy areas) and appropriate recreational equipment/materials.
- 7.10.6.2 Outdoor recreational facilities:

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- 7.10.6.2.1 An outdoor sitting area with covered and shaded areas to provide adequate protection from rain and excessive exposure to sun.
- 7.10.6.2.2 A garden area.
- 7.10.6.2.3 Sports area, with access to appropriate sports equipment (these should be appropriate to the MHCU population).
- 7.10.6.2.4 Play area where applicable.
- 7.10.6.2.5 There should be some consideration for an area for intimate relationships.
- 7.10.6.2.6 Tuck-shop.
- 7.10.6.2.7 Access to telephone.
- 7.10.6.2.8 Access to postal services.

7.10.7 VISITORS ROOMS MUST BE PROVIDED

Visitors' rooms, which allow privacy to MHCUs and their visitors and with access to toilets and hand basins, must be provided.

7.10.8 FACILITIES FOR REHABILITATION

Staff providing rehabilitation, social work 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. Activities of Daily Living areas including kitchens.

7.10.9 KITCHEN FACILITIES / FOOD PREPARATION AREAS

Appropriate kitchen facilities must be provided to ensure that both service users and staff are catered for safely.

- 7.10.9.1 The facility must have a valid certificate of acceptability (COA).
- 7.10.9.2 A qualified Food Service manager/Catering manager/Food and beverage manager/Dietician to oversee the facilities food service unit.
- 7.10.9.3 A cycle menu (8 to 21 days) making provision for normal diets as well as specified therapeutic diets according to the facility's needs. Menu must be drawn (nutritionally analysed) up in conjunction with a registered Dietician and according to ration scale guidelines.
- 7.10.9.4 Contracts/agreements with dedicated suppliers to ensure quality food being delivered.
- 7.10.9.5 Delivery schedules in place to ensure no over or under delivery of items.
- 7.10.9.6 Enough and dedicated fridge and freezer space.
- 7.10.9.7 A functioning and calibrated scale large enough for weighing of stock upon delivery.
- 7.10.9.8 A pest control contract with a licensed pest control operator
- 7.10.9.9 A contract with a licensed health care waste company for removal of medical waste in the food service (caps, gloves, masks, plastic aprons).
- 7.10.9.10 A contract with a licensed company to remove recyclable waste (paper, boxes etc.)
- 7.10.9.11 A contract with a licensed cleaning company to provide grease traps and a dosing system.
- 7.10.9.12 Health and safety: First aid kit/ Fire extinguishers/ fire blankets/insect repellent machines/evacuation procedures/cleaning and decontamination schedules.

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- 7.10.9.13 Equipment: Maintenance contracts with contractors to ensure equipment are serviced and maintained on regular basis.
- 7.10.9.14 Ensure enough elbow tap hand wash basins with soap dispensers and paper towel holders are available.

7.10.10 STAFF SUPPORT AREAS

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

7.10.11 WATER SUPPLY

- 7.10.11.1 Availability of hot (regulated) and cold-water supply.
- 7.10.11.2 Have an uninterrupted water supply.
- 7.10.11.3 There should be a water reservoir.
- 7.10.11.4 Water level should be monitored.
- 7.10.11.5 Legionella test conducted as required.
- 7.10.11.6 Water dispensers should be provided wherever MHCU activities are taking place.

7.11 Appendix 11: Administration

7.11.1 COMPLAINTS MANAGEMENT

- 7.11.1.1 Any MHCU, family member or other person with a legitimate interest in a particular matter is entitled to lay a complaint about the manner in which a MHCU has been treated, or about any aspect of services provided and to have the complaint properly recorded and carefully investigated. All complaints shall be managed in accordance with the Regulated Norms and Standards and the Gauteng department of Health Complaints management system.
- 7.11.1.2 The Provider must ensure that there are clear, confidential and supported mechanisms and procedures by which MHCUs, families/care-givers or others with a legitimate interest in a particular matter may lodge complaints. If necessary and appropriate or upon request, a complainant must be assisted in lodging a complaint.
- 7.11.1.3 Procedures for lodging complaints must be documented, disseminated (in writing and verbally) and displayed. The Contracted Care facility is required to record or follow up anonymous complaints
- 7.11.1.4 MHCUs, families/care-givers and others who have a legitimate interest in a particular matter shall be specifically informed on how to lodge any complaint.
- 7.11.1.5 The Contracted Care facility must acknowledge in writing every complaint received.
- 7.11.1.6 The Contracted Care facility must investigate any complaint or forward it to the correct authority.
- 7.11.1.7 Records must be kept of all complaints lodged, of the investigation into the complaint and outcome and of measures taken to prevent any recurrence of the problem that gave rise to the complaint.

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- 7.11.1.8 A complainant must be fully informed in writing and, where possible, verbally, of the outcome of the investigation of the complaint.
- 7.11.1.9 Staff must forward any complaint through the usual internal channels, including raising them with the care facility's quality assurance team.
- 7.11.1.10 All of the above must be in accordance with the GDoH Provincial guidelines on complaints management (See attached) and the National Complaints Procedure.

7.12 Appendix 12: Human Resources

7.12.1 STAFF TRAINING

- 7.12.1.1 In-service training and education programmes shall be provided to nursing and other core support to develop skills required for the management and care of MHCUs with mental illness and severe profound intellectual disability.
- 7.12.1.2 All staff who work directly with MHCUs shall be instructed in the need to treat all MHCUs with dignity and in a caring manner.
- 7.12.1.3 All staff who work directly with MHCUs, excluding trained rehabilitation staff, shall be introduced to basic concepts of rehabilitation.
- 7.12.1.4 All care-giving staff shall be trained to provide basic physical care to MHCUs and in basic first aid.
- 7.12.1.5 Care-giving staff responsible for MHCUs with lower categories of functioning shall be trained to attend to basic hygiene and to feed MHCUs whose physical or mental condition does not allow them to do so themselves
- 7.12.1.6 All nursing and care-giving staff shall be trained in prevention and intervention strategies, including physical restraint techniques, to cope with disruptive, difficult and dangerous MHCU behaviours.
- 7.12.1.7 All nursing and care-giving staff shall be trained in the early recognition of suicidal tendencies; where possible the prevention of suicide attempts and to appropriate management of any such attempts which do occur.
- 7.12.1.8 All nursing staff shall be trained specifically in the early recognition and appropriate management and, where possible, prevention of psychiatric emergencies, including psychomotor excitement and agitation, disturbances of consciousness, malignant neuroleptic syndrome, toxic states.

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7.12.2 HUMAN RESOURCE REQUIREMENTS

Human resource requirements for both categories are out lined in the table below:

Table 4.

Category 1 Total care	Category 2 Supported care
1 Hospital Manager	1 Hospital Manager
Nursing staff establishment	
1 Nursing Service Manager	1 Nursing Service Manager
1 Quality Assurance Manager	1 Quality Assurance Manager
1 Psych PN to 25 patients in the day	1 Psych PN to 50 patients in the day
1 Psych PN to 50 patients at night	1 Psych PN to 100 patients at night
1 EN to 25 patients both day and night	1 EN to 50 patients both day and night
1 ENAs to 8 patients per day shift	1 ENAs to 15 patients per day shift
1ENA to 25 patients at night	1 ENA to 50 patients at night
1 Care workers to maximum of 8 patients in the day	1 Care workers to maximum of 15 patients in the day
1 Care workers to maximum of 12 patients in the night	1 Care workers to maximum of 25 patients in the night
Medical staff establishment	
0.5 Psychiatrist for maximum of 50 patients	0.5 Psychiatrists for maximum of 100 patients
1 Medical Officers for maximum of 50 patients	1 Medical Officers for maximum of 100 patients
0.5 Psychologist for maximum of 100 patients	1 Psychologist for maximum of 100 patients
1 Social Worker for maximum of 100 patients	1 Social Worker for maximum of 200 patients
1 Social Auxiliary for maximum of 100 patients	1 Social Auxiliary for maximum of 200 patients
1 Occupational Therapist for maximum of 50 patients	1 Occupational Therapist for maximum of 25 patients
1 Occupational Therapist Technician for maximum of 25 patients	1 Occupational Therapist Technician for maximum of 15 patients
1 Physiotherapist for maximum of 200 patients	N/A
1 Physiotherapist Assistants for maximum of 100 patients	N/A
1 Dietitian for maximum of 200 patients	0,5 Dietitian for maximum of 200 patients
1 Infection control officer 500 patients	1 Infection control officer 500 patients

NB: Other staff will be determined by the service provider

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE COMPREHENSIVE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

8. THE EVALUATION OF THE BIDS:

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017 in two stages:

- Stage 1A: Pre-qualification Criteria for Preferential Procurement
- Stage 1B: Subcontracting as condition of tender
- Stage 1C: Mandatory Administrative Compliance Evaluation
- Stage 1D: Functionality Evaluation
- Stage 1E: Site Visit Evaluation
- Stage 2: Price and Preference Points Evaluation

The bids will be evaluated according to the 90/10 preference point system, which is applicable to bids in excess of a Rand value of R 50 million (all applicable taxes included), where a maximum of 90 points will be allocated for price and maximum of 10 for preference points (BBBEE level of contribution) in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017.

STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In terms of the Preferential Procurement Regulations, 2017, par. 4(1) (a) only bidders that meet one of the following criteria will be considered:

1. Level 1 to 7 B-BBEE Status Level of Contributor

Note: The following compulsory documents must be submitted for the verification process of B-BBEE Status Level of Contribution:

- Only an original or certified copy of a valid B-BBEE Status Level Verification Certificate from a SANAS accredited B-BBEE Verification Agency

Additional Notes:

- In case of a trust, consortium or joint venture, a copy of the agreement signed by all party representatives must be submitted together with an original or certified copy of a valid Consolidated B-BBEE Status Level Verification Certificate from a SANAS accredited B-BBEE Verification Agency.

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- All certifications as a “true copy of the original”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

If a bidder does not meet the requirements stated above the bid will be disqualified and not considered for further evaluation.

STAGE 1B: SUBCONTRACTING AS CONDITION OF TENDER

Only bidders who have complied with the Stage 1A: Pre-qualification criteria for preferential procurement will be evaluated for the Stage 1B: Subcontracting as condition of tender.

All bids received will be subjected to subcontracting as a condition of tender requirements in line with the Regulation 9 of the Preferential Procurement Regulation, 2017.

The successful tenderer must sub-contract a minimum of 30% of the value of the contract to:
(a) an EME or QSE which is at least 51% owned by black people;

In accordance with the Preferential Procurement Regulations, 2017 Paragraph "9 (1) If feasible to subcontract for a contract above R30 million, an organ of state must apply Subcontracting to advance designated groups." Paragraph. 9 (2) (1) (b) the successful tenderer must subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people"

Bidders may subcontract either of the following commodities:

- i. Cleaning Services
- ii. Laundry Services
- iii. Security Services
- iv. Catering Services

a. Proof of Subcontracting Agreement:

The bidder must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. The sub-contracting agreement must disclose the B-BBEE status level of the subcontractor`s entity(s). In addition a sworn affidavit (certified by Commissioner of Oaths) or B-BBEE status level certificate as regulated in PPPFA Regulations of 2017 of the sub-contractor must be attached.

A bidder who fails to comply with any of the criteria above will be disqualified.

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STAGE 1C: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

Only bidders who have complied with the Stage 1B: Subcontracting as condition of tender will be evaluated for the Mandatory Administrative Compliance Evaluation.

Note: All the certified copies must have a date of certification and should not be older than 3 (three) months. Documents commissioned and/or certified copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.

- a. Original certified copy of a valid Health Facility Establishment Licensing
- b. Original certified copy of a valid Certificate of competency for Mortuary (where in place)
- c. Original certified copy of a valid zoning or re-zoning certificate issued by the local municipality
- d. Original or certified copy of a valid Certificate of occupation certifying that the building meets all building Regulation requirements issued by the municipality
- e. Original certified copy of a valid Certificate of acceptability issued by Environmental Health Services in terms of the Foodstuffs, Cosmetics and Disinfected Act 1972, (Act No. 54 of 1972)
- f. Original certified copy of a valid health certificate issued by Environmental Health Services in terms of the National Environmental Health Norms and Standards
- g. Original certified copy of a valid health care risk waste management contract
- h. Original certified copy of a valid certificate of compliance in terms of the electrical requirements including the backup generator installation
- i. Original certified copy of a valid Clearance certificate for water supply if not reticulated;
- j. Original certified copy of a valid Proof of ownership of property or lease agreement;
- k. All SBD's must be fully completed and signed where applicable and submitted:
 - SBD 1: Invitation to Bid
 - SBD 3.3: Price Schedule
 - SBD 4: Declaration of Interest
 - SBD 8: Certification and Declaration of Bidder's Past Supply Chain Management Practices
 - SBD 9: Certificate of Independent Bid Determination

STAGE 1D: FUNCTIONALITY EVALUATION

Only bidders who have complied with all of the Stage 1C: Mandatory Administrative Compliance requirements will be evaluated for the Functionality Evaluation.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 5 the Functionality Evaluation Scoring Table.
Appointment of service providers to provide comprehensive long term mental health care facilities for the Gauteng Department of Health for a period of three years

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE COMPREHENSIVE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

Bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated further below.

The **minimum threshold score is 74 points out of 93 points** for functionality. Bids will be declared non-responsive and set aside, if such a bid does not meet the **threshold of 74 points**.

If a bidder does not meet the requirements stated above the bid will be disqualified and not considered for further evaluation.

Table 5:

CRITERIA	SCORING POINTS	Points
1. Qualifications	<p>Bidder to provide proof of qualification for the staff that will be involved in in this project.</p> <p>Nursing staff establishment (21)</p> <ul style="list-style-type: none"> • 1x Speech therapist per facility (1) • 1x Waste manager(1) • 1x Waste officer (1) • 1x Nursing Service Manager (2) • 1x Quality Assurance Manager (2) • 1x Psych PN to 25 patients in the day (2) • 1x Psych PN to 50 patients at night (2) • 1x EN to 25 patients both day and night (2) • 1x ENAs to 8 patients per day shift (2) • 1x ENA (2) • 2x Care workers (4) <p>Medical staff establishment (22)</p> <ul style="list-style-type: none"> • Sessional (0.5) x Psychiatrist (2) • 1x Medical Officers (2) • Sessional (0.5)x Psychologist (2) • 1x Social Worker (2) • 1x Social Auxiliary (2) • 1x Occupational Therapist (2) • 1x Occupational Therapist Technician (2) • 1x Physiotherapist (2) • 1x Physiotherapist Assistants (2) • 1x Dietitian (2) • 1x Infection control (2) 	43

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<p>2. Risk Management Plan</p>	<p>Bidder to provide documented proof of risk management plan for comprehensive mental health services as outlined on the TOR appendixes:</p> <ul style="list-style-type: none"> • How Risks will be identified (5) • Risks assessment plan (5) • Risks mitigation plan & how it will be implemented (5) 	<p>15</p>
<p>3. Contingency Plan</p>	<p>Bidder to provide documented proof of disaster management plan for comprehensive mental health services as outlined on the TOR:</p> <ul style="list-style-type: none"> • Disaster management plan (5) • Occupational Health and Safety Plan (5) 	<p>10</p>
<p>4. Company Reference</p>	<p>Bidders must provide proof of signed testimonial letters of successful projects performed at least from 2005 to date of a contract value of at least R10 million from each contactable references in respect of Mental health facility services projects</p> <ul style="list-style-type: none"> • 5 and more projects signed testimonial letter/s on a letterhead/s from contactable references, (15 points) • 4 projects signed testimonial letter/s on a letterhead/s from contactable references, (12 points) • 3 projects signed testimonial letter/s on a letterhead/s from contactable references (9 points) • 2 projects signed testimonial letter/s on a letterhead/s from contactable references (6 points) • 1 project signed testimonial letter on a letterhead from contactable reference/s (3 points) • No proof provided (0) 	<p>15</p>
<p>5. Company Experience</p>	<p>5.1. Bidder to provide CIPC with copy of signed Contracts / Purchase Order or Award letter as contractual proof of years of experience in provision of mental health services</p> <ul style="list-style-type: none"> • 5 and more years of experience (10 points) • 4 years of experience (8 points) • 3 years of experience (6 points) • 2 years of experience (4 points) • 1 year of experience (2 point) • Less than a 1 year of experience (0 point) 	<p>10</p>

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE COMPREHENSIVE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

	<i>Note: Only full years will be considered for evaluation purposes</i>	
TOTAL POINTS		93
THRESHOLD SCORE		74

STAGE 1E: SITE VISIT EVALUATION (A TO B)

Only bidders who have complied with all of the Stage 1D: Functionality Evaluation will be considered for the Site Visit Evaluation.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding their business functionality and organisational capacity and operations during the evaluations of the bidder's operational site/s.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their site/s and co-operate with them and furnish the information they require.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 6: Appointment of service providers to provide comprehensive long term mental health care facilities for the Gauteng Department of Health for a period of three years

The **minimum threshold score of 35 points out of 40 points** for functionality. Bidders who fail to achieve the minimum threshold score will be disqualified and not considered for further evaluation.

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

Table 6: Site Visit Evaluation A

No. Criteria	Scoring Points	Points
1. Occupational Health and Safety	Bidder to provide proof compliance with OHS (Compliance certificates) as out in the TOR and Appendix 9 <ul style="list-style-type: none"> • Housekeeping services routines, including linen and laundry. (2) • Daily Cleaning services, including cleaning material, supplies and equipment according to IPC policy (2) • Use of non- toxic quality approved cleaning material (SABS approved) (2) • All chemicals should have a Material Safety Data Sheet (MSDS)- (2) • Fire extinguishers (2) • Evacuation plan (2) • Assembly point (2) • Safety exit (2) 	16
2. Quality Control	Quality control measures to be implemented: <u>OHS</u> <u>Patient satisfaction</u>	24
	Sick Bay (3) <ul style="list-style-type: none"> a. Dedicated room for sickbay (1) b. Sickbay equipped with medical equipment (1) c. Bed with linen (1) 	
	Pharmacy areas (3) <ul style="list-style-type: none"> a. Pharmacy area should be temperature controlled (1) b. Lockable door and cupboards (1) c. Control register (1) 	
	General areas (3) <ul style="list-style-type: none"> a. Free from hazards (1) b. Accessible by disabled people (1) c. Kept clean (1) 	
	Horticulture services available (2) <ul style="list-style-type: none"> a. Availability of gardener (1) b. Garden tools (1) 	
	Complains procedure and officer (2) <ul style="list-style-type: none"> a. Complains procedure displayed on the notice board (1) b. Availability of suggestion box (1) 	
	Rehabilitation area (3) <ul style="list-style-type: none"> a. Availability of rehabilitation room and equipment (1) b. Rehabilitation programme availability (1) c. Availability of rehabilitation register (1) 	
	Kitchen (2) <ul style="list-style-type: none"> a. Menu displayed with provision for special diet As outlined in the TOR appendix 8 and 7.10.9 (1) 	

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

	b. Measures in place to ensure food hygiene (1)	
	Occupational Health and safety programme (including EWP programme (3) a. Employee and wellness programme coordinator (1) b. A system for referral of personnel (1) c. Availability of personal protective clothing. (1)	
	Medical treatment areas (3) a. Medical equipment (1) b. Examination equipment (1) c. Storage facility (1)	
TOTAL POINTS		40
THRESHOLD SCORE		35

Only bidders who have complied with the threshold of the Site Visit Evaluation A will be considered for the Site Visit Evaluation B (facility Compliance)

Bidders must fully comply with the table below. Failure to comply will disqualify the bid.

Table Site Visit Evaluation B (facility Compliance)

Compliance	Comply Yes /No -	Reasons of none compliance
a. Preferably, all patients accommodation must be on ground floor, if it is a multi-story structure there should be burglar bars and perspex windows		
b. Burglar bars and safety as per the IUSS		
c. Where the structure is a multi-story, patient lifts must be provided in accordance with SABS 0400 SS 3.1		
d. The facility shall be in accordance with the National building Requirements (NBR) SABS 0400/1990 (as amended)		
e. Corridors to have minimum unobstructed width of 2300mm with handrails along both sides		
f. Waiting Area with chairs		
g. Reception		
h. Directional Signage		
i. Evacuation Plans in place		
j. Fire Escape routes in place		



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k. Fire Fighting equipment's (FH, FHR, Extinguisher)		
l. Designated Covered Smoking		
m. Recreational Area (TV Room, Garden, patios) (rec room minimum 10m2 for 5 patients)		
n. Therapy/Rehabilitation Room		
o. Perimeter Fencing (2m High or Clearview) with access control Gate		
p. Security Camera System		
q. Medicine Room (at least 10m2 with pharmacy refrigeration)		
r. Treatment Room		
s. Isolation Room (+/-16m2)		
t. Paediatric Unit (for only category 1)		
u. Laundry Facilities		
v. Industrial Kitchen with fully Equipment		
w. Mortuary Facilities / Holding space		
x. Patient Filling room		
y. Patient personal item store room		
z. Dining Area (Minimum 10m2/10 patients)		
aa. Visitor's parking		
bb. Visitors Toilets		
cc. Refrigeration		
dd. Telephone System		
ee. Uninterrupted Power Supply (Minimum 4 hrs)UPS		
Roof Structure : Slate/ corrugated iron >2.1m high		
Steel/wood trusses (no visible trusses) the ceiling must be in place		
Ceiling (acoustic, concrete) Leaking, missing at least > 2.1m high		
Windows (all glazing to be Perspex , all windows to have mesh burglar bars on both sides)		
Wall : Internal – smooth solid walls with no holes And no cracks External - plastered wall/ face brick		
Flooring: vinyl flooring/ vinyl Ceramic tiles/ tiles - non-slippery		
Door Frames: wood/steel /aluminium (No glass on doors) Doors to be locked		



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Mechanical: air-conditioning system (No split units inside the patient accommodation)		
Electrical: No wires exposed/hanging Light bulbs (all light fittings to be recessed and not hanging)		
Wet Services Plumbing:		
steel/ PVC Taps (Press flush system)		
Drains: (No open drains, all taps fittings must be recessed)		
Frontline services: Entrances: disabled friendly access Ramps (wheel chair, walking aids)		
Ablution : accessible disabled and assisted toilets (No. of ablutions facilities per users)1 toilet per 8-10 users 1 bathroom/ shower per 8-10 users) Provide toilet and hand towel paper holders Hand dryer.		

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all of the previous stages of evaluation will be considered for the price and preference point system evaluation.

The bids will be evaluated according to the 90/10 preference point system, which is applicable to bids in excess of a Rand value of R 50 million (all applicable taxes included), where a maximum of 90 points will be allocated for price and maximum of 10 for preference points (BBBEE level of contribution) in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017the Preferential Procurement Regulation, 2017.

Bidders are referred to the SBD 3.3 and Annexure A for pricing schedule and the SBD 6.1 for the Preference Point System.

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9. SPECIAL CONDITIONS OF CONTRACT

9.1 COPYRIGHT

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorized personnel stipulated by the GPT and the normal GPT document control procedures are followed.

9.2 RIGHTS OF THE MHCU

- 9.2.1 All rights of a MHCU in accordance with the requirements of the MHCA must be upheld.
- 9.2.2 Basic human rights viz. education, health care services, sufficient food, water and social security.
- 9.2.3 Rights to equality, non-discrimination, dignity, respect, privacy, autonomy, information and participation.
- 9.2.4 Rights to an environment that is safe, therapeutic and less restrictive.
- 9.2.5 Rights to a service that is accessible and equitable to all regardless of economic status, race, gender or social condition.
- 9.2.6 Right to quality CTR services
 - CTR services are delivered in a manner which is consistent with the nature and severity of their health condition.
 - CTR that is appropriate, effective and efficient and evidence based.
- 9.2.7 Aimed at improving social competence by enhancing individuals' social skills, psychological and occupational functioning.
- 9.2.8 Holistic and delivered or supported by a multi-disciplinary team.
- 9.2.9 A wide range of programmes that are specific to each MHCU's developmental and therapeutic needs.
- 9.2.10 Planned with mental health care users as far as possible.
- 9.2.11 Sensitive to culture
- 9.2.12 Appropriate access to medical and other health care services

9.3 COMPLIANCE WITH THE MHCA

- 9.3.1 Service providers rendering services must obtain informed consent for admission and treatment from a voluntary MHCU.
- 9.3.2 MHCUs, incapable of making an informed decision (assisted or involuntary), should only be provided with CTR as approved by the MHRB in terms of the MHCA

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9.4 CESSION

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

9.5 USE OF FLUID CORRECTING SUBSTANCES

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

9.6 PAYMENT TERMS

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

9.7 LINES OF COMMUNICATION AND REPORTING

The appointed Service Provider will be required to report to the designated GDOH official located at the Facilities Unit, who will be introduced to the successful Service Provider on appointment.

9.8 HIGHLY RECOMMENDED BRIEFING SESSION

The bidders are requested to attend highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. In order to comply with the Disaster Management Act this session will be conducted virtual, Bidders who wish to attend the briefing session must utilise the link provided below.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTYxYWEyOWMtZTNmNy00MWFkLTlmYmltMjlzYTFkZGU5YmRj%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%225fd88857-dbc1-4592-ac0d-f6746ecdd77a%22%7d

This proceedings will be recorded for record keeping purposes.

9.9 THE CONDITIONS OF THE BID AWARD

- 9.9.1 In accordance with the Preferential Procurement Regulations, 2017 Paragraph "9 (1), if feasible to subcontract for a contract above R30 million, an organ of state must apply Subcontracting to advance designated groups." Paragraph. 9 (2) (1) (b) the successful tenderer must subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people"

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Bidders may subcontract either of the following commodities:

- i. Cleaning Services: Central Supplier Database Reference number: 3600 (GT/GDH/084/2021)
- ii. Laundry Services: Central Supplier Database Reference number: 3602 (GT/GDH/084/2021)
- iii. Security Services: Central Supplier Database Reference number: 3604 (GT/GDH/084/2021)
- iv. Catering Services: Central Supplier Database Reference number: 3605 (GT/GDH/084/2021)

- 9.9.2 All successful bidders will be required where necessary to subcontract other services. It is a strict requirement that the selected subcontractors must be registered on the CSD list of companies at the closing time and date of the bid.
- 9.9.3 As part of due diligence, the department may require that further supporting documentation be provided to substantiate the nature of the subcontracting activities and proof of their registration at the CSD.
- 9.9.4 The Gauteng Department of Health reserves the right not to award or cancel the bid, as stipulated in Regulation 13 of the PPR, 2017.
- 9.9.5 The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price as stipulated in Regulation 6 and 7 of the PPR, 2017.
- 9.9.6 The Gauteng Department of Health reserves the right to award this tender to more than one bidders, inconsideration of the location of the patients and the demand of the services.
- 9.9.7 Bidders are required to register on the National Treasury Central Supplier Database.
- 9.9.8 The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- 9.9.9 The Gauteng Department of Health reserves the right to award this tender in full or part of it for the same item.
- 9.9.10 The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.

9.10 TRAVEL

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on "rendered on site" at the Gauteng Department of Health Central Office.

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9.11 COSTS

9.11.1 The Gauteng Department of health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.

9.11.2 The Gauteng Department of health will not be held responsible for any costs incurred by the service provider for travelling and accommodations.

9.12 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

9.13 FRONTING

9.13.1 The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

9.13.2 The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

9.13.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

9.13.4 In line with Regulation 14 of the PPR, 2017, failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

9.14 CONTRACT PERIOD

The contract period shall be for a period of 3 years.

9.15 VALIDITY PERIOD

The period of validity is ninety (90) days after the closing date.

TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

9.16 POST AWARD

9.16.1 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

- 9.16.1.1 Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (**within 7 days**) of relevant details
- 9.16.1.2 The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- 9.16.1.3 A contracted supplier must inform the Department of Health **within 7 days** of any changes of address, name or banking details.

9.16.2 THIRD PARTIES

- 9.16.2.1 Participating authorities will not make a payment to or consult regarding orders with a third party
- 9.16.2.2 No third party is entitled to put an account on hold

9.16.3 POST AWARD REPORTING

Historical Data:

All successful bidders may be required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

9.17 SUPPLIER PERFORMANCE MANAGEMENT

Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, Gauteng Department of Health, Directorate: Acquisition and Directorate: Acquisition and Contract Management, Gauteng Department of Health must be informed for corrective action.

9.18 ENQUIRIES

All queries must be directed to the relevant officials below:

<p>Technical:</p> <p>Name: Dr Catherine Sibeko e-mail: catherine.sibeko@gauteng.gov.za</p>	<p>Bid Documents:</p> <p>Name: Ms. Masoto Malele e-mail: masoto.malele@gauteng.gov.za</p> <p>Name: Mr. Mohlupheki Nhlapo e-mail: mohlupheki.nhlapo@gauteng.gov.za</p>
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TERMS OF REFERENCE OF CONTRACT GT/GDH/084/2021 - APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE LONG TERM MENTAL HEALTH CARE FACILITIES FOR THE GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS

9.19 PRICE SCHEDULE

The bidders must complete the Price Schedule as follows:

- 9.19.1 Bidder must complete the appropriate word Pricing Schedule Annexure A based on category 1 and 2 and submit a printout (hard copy) of their pricing schedule together with their bid proposal.
- 9.19.2 Bidder must also submit their selected and completed word Pricing Schedule Annexure electronically, which must be saved and submitted on a writable compact disk (CD-R) to ensure document security or USB. The CD-R or USB must be kept in a clearly marked envelope with the Company Name and tender number.
- 9.19.3 Bidder must complete and submit the RFP SECTION 2 PRICE (SBD 3.3: Price Schedule – Professional Services). Bidder must ensure that their price agrees to their word pricing Schedule Annexure A.
- 9.19.4 The bidder must ensure that there are no discrepancies between the electronic (soft copy) version saved on the CD-R or USB and the hard copy submission of the Pricing Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
- 9.19.5 Each bid proposal with the CD-R or USB must be submitted in a one, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope



SERVICE DESCRIPTION

AGREEMENT ENTERED INTO BY AND BETWEEN THE GAUTENG PROVINCIAL GOVERNMENT IN ITS _____

AND HEREIN REPRESENTED BY _____ IN HIS /
HER CAPACITY AS _____ AND AS SUCH DULY
AUTHORISED (“THE END USER”)

AND

_____ A COMPANY WITH LIMITED
LIABILITY AND DULY INCORPORATED IN TERMS OF THE COMPANY
LAWS OF THE REPUBLIC SOUTH AFRICA, WITH COMPANY
REGISTRATION NO _____ AND PRINCIPAL PLACE
OF BUSINESS AT _____ AND HEREIN REPRESENTED
BY _____ IN HIS / HER CAPACITY AS
_____ AND AS SUCH DULY AUTHORISED
 (“THE SUPPLIER”).

AND WHEREAS

The Supplier is the preferred supplier for the supply, delivery, installation, commissioning and maintenance of office equipment and labour saving devices (“equipment”) in terms of the contract.

AND WHEREAS

The End user is, from time to time, desirous of hiring from the supplier one or more equipment, and the Supplier is in turn desirous of renting such equipment to the End user

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1 NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.1 Rules of interpretation. In this Agreement:-

- 1.1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.1.2 unless the context indicates a contrary intention an expression which denotes:-
 - 1.1.2.1 any gender shall include the other genders;
 - 1.1.2.2 a natural person shall include a juristic person and vice versa;
 - 1.1.2.3 the singular shall include the plural and vice versa; and
 - 1.1.2.4 references to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

1.2 Meanings of expressions and words. In this Agreement the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning: -

- 1.2.1 **Agreement** means this agreement read together with the General and Special Conditions of Contract of Contract RT3-2009R which form an integral part of this Agreement
- 1.2.2 **Copy Charges** means the consideration, where applicable, (or, as the context may require, part thereof) payable by the End-user to the Supplier for the maintenance to be provided by the Supplier in terms hereof, which is the amount payable for each black and white or colour copy (as the case may be) that is produced by the equipment at the rate as set out in Addendum 1 of this Agreement, and which is calculated by multiplying the total black and white or colour copies (as the case may be) so produced during a copy period by the charge payable for each black and white or colour copy (as the case may be) as stipulated in Addendum 1 of this Agreement.
- 1.2.3 **Copy Period** means a period of one calendar month, each month commencing on the 1st day of each month (except the first period, which will be the period from Commencement Date until the last day of that calendar month). Copy Period means the period during which copies are made, calculated by means of an opening and closing meter reading, on a monthly basis.
- 1.2.4 **End-user** means the government institution described on

page one hereof.

- 1.2.5 **Equipment** means all or any, as the context may require, of the equipment which is/are or will be the subject matter of this Agreement and which are more fully described in Addendum 1 of this Agreement.
- 1.2.6 **Initial Period** means the period of 36 (thirty six) months from the Commencement Date.
- 1.2.7 **Maintenance** means the obligation assumed by the Supplier to maintain the relevant equipment in proper and efficient operating condition on the terms as set out herein and in accordance with the specifications applicable to the relevant equipment.
- 1.2.8 **Rental** means the consideration payable by the End-user to the Supplier for the use of the equipment in the amounts as stipulated in Addendum 1 of this Agreement.
- 1.2.9 **Working day** means days on which business is generally conducted, i.e. Saturdays, Sundays and official public holidays excluded.
- 1.2.10 **Commencement date** means the date on which the installation and commissioning of equipment is completed.
- 1.2.11 **Material breach** means an event that goes to the root of this agreement.
- 1.2.12 **Month** means calendar month.
- 1.2.14 **Termination date** means 36 months after the commencement date.

Service Level Agreement Template

2. DURATION AND TERMINATION

- 2.1 This agreement shall commence upon the commencement and shall endure for a period of 36 months and automatically terminate on the termination date by effluxion of time, unless terminated earlier or extended in terms of the provisions of this contract;
- 2.2 This agreement, may at the sole discretion of the End user, be extended in writing for a maximum period of twenty four months on the same terms and conditions except for the rental which shall be reduced by 75% (seventy five percent) of the rental specified herein.

3. OBLIGATIONS OF THE SUPPLIER

3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

3.1.1.1 deliver the equipment conforming exactly to the description of the equipment as specified in addendum 1 of this agreement;

3.1.1.2 deliver and install new and unused equipment at the location selected by the End-user;

3.1.1.3 ensure that the equipment is delivered and installed in good condition and working order;

3.2 MAINTENANCE

The Supplier undertakes to:

3.2.1 ensure that the equipment performs in accordance with the manufacturer's specifications;

3.2.2 keep and maintain the equipment rented by the End-user in good and proper condition and working order and in such manner that the End-user will have the use thereof in an efficient operating condition, and to take such reasonable preventative action as may be necessary or open to it in order to limit the incidence and frequency of breakdowns of equipment to a minimum.

3.2.3 for this purpose The Supplier shall ensure that a qualified technician responds promptly to any notification of the End user of a breakdown or malfunction of any equipment.

The response time on such notification shall be as follows:

3.2.4 forthwith provide temporary loan equipment to the End-user if the fault in the equipment cannot be repaired, or is not expected to be reasonably repaired, within the period as set out in of this Agreement.

- 3.2.5 the availability of an adequate number of qualified technicians and personnel on a full-time basis to perform the maintenance required under this Agreement;
- 3.2.6 to make available the services of a fully qualified technician from 08h30 to 16h30 each working day to carry out preventative maintenance on the equipment;
- 3.2.7 to supply the quantities of spare parts, toner, developer, fuser oil and other consumables necessary to keep the equipment in proper operating condition;
- 3.2.8 to make available of full coverage maintenance, including preventive maintenance, all service calls and replacement all defectives or worn parts including expandable parts, and all consumable supplies. Should the Supplier fail to provide any of the consumables, or repair or replace with an equivalent unit, any equipment as required, then the Rental Copy Charges for the relevant month in respect of such equipment shall be forfeited by the Supplier and accordingly the End-user shall not be required to pay such rental and copy charges. Should the Supplier not have remedied the failure within 10 (ten) working days of notice from the Enduser then the End-user shall be entitled on written notice to the Supplier to immediately terminate the Agreement in respect of the relevant equipment at no additional cost or penalty to the End-user and the Supplier shall be obliged to remove the relevant equipment listed in the Agreement at is sole cost and expense;
- 3.2.9 remove the equipment from location of the End-user on termination of this Agreement at no additional charge;
- 3.2.10 perform all the services in terms of this contract with due care skill, efficiency and diligence in accordance with the best professional practice;

3.3 **PRODUCT SUPPORT**

- 3.3.1 The Supplier will from time to time and to the extent that is reasonably necessary or required by the End-user for the proper utilisation of the equipment, provide advice and assistance to the End-user and to provide such reports and data relevant to the usage of the equipment as may reasonably be required by the End-user.
- 3.3.2 Without limiting the generality of its obligations under clause
- 3.3.1 The Supplier hereby authorises the End-user to install access key control devices on the relevant equipment and will provide all necessary assistance to ensure the proper integration of the access key control devices with the equipment. The Supplier shall also assist the End-user in the installation of any copy control devices and copy management devices on the equipment as may be reasonably required by the End-user.
- 3.3.3 Where The Supplier or any of its employees, agents or independent contractors ("Representatives") accesses the premises of the End-

user, under or pursuant to, the terms of this Agreement, The Supplier and its representatives shall abide by and comply with the safety, health and environmental policies and procedures and other lawful directions of the End-user.

3.4 TRAINING

3.4.1 On installation of the equipment, The Supplier shall provide adequate training to the personnel of the End-user at no additional charge.

3.4.2 Instruction manuals shall also be provided by the Supplier free of charge for all equipment rented in terms of this agreement. The instruction manuals shall contain, but not be limited to, the following information:

3.4.2.1 Defining the capabilities of the equipment (specification).

3.4.2.2 Describing the technical operations of the equipment.

3.4.2.3 Describing the use criteria of the equipment.

3.4.3 The Supplier shall also provide such further training may be required by the End User from time to time.

3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

3.5.1 Undertakes, at its own expense, to indemnify, protect and defend the End User from and against all actions, claims, losses or damages arising from any negligent act or omission by the Supplier including but not limited to all damages or loss which may be payable or arise as a result of any claim or proceedings in respect of the death, injury to any person and the loss or damage to any property which may arise out of or in consequence of the execution of any obligations in terms of this agreement;

3.5.2 at its expense take out and keep in force in respect of the indemnity given by it in terms of this agreement a public liability insurance policy providing cover with a limit of not less than R 3 000 000-00 (three million rand) for any one occurrence of an insured peril in any year and unlimited as to cumulative amount in respect of more than one such occurrence in any year;

3.6 SUBCONTRACTING

It is recorded that:

3.6.1 The Supplier will be entitled to appoint suitably qualified subcontractors who satisfy the eligibility criteria applicable to the award of the contract to perform all or any of its obligations arising from this Agreement;

- 3.6.2 No sub-contract can create contractual relations between any subcontractor and End- User;
- 3.6.3 The Supplier shall be responsible for all the acts, defaults and negligence of its subcontractors and their experts, agents or employees as if they were acts, defaults or negligence of the Supplier shall not be absolved from its responsibility from under this clause on the basis that such person was acting outside the scope of its engagement by The Supplier.
- 3.6.4 The Supplier will provide the End user with a list (regularly updated for the duration of this agreement) of all the subcontractors that it intends using to perform all or any of its functions in terms of this agreement.

3.7 CONFIDENTIALITY

- 3.7.1 The Supplier shall treat all documents and information received in connection with this agreement as private and confidential, and shall not, save in so far as may be necessary for the purposes of performance thereof, publish or disclose any particulars without the prior written consent of the End user.

4. OBLIGATIONS OF THE END - USER

- 4.1 The End - user undertakes to:
- 4.1.1 Use the equipment for the purpose that it is intended and in accordance with any reasonable manufacturers' instructions and user manual as to the use thereof;
- 4.1.2 Keep the equipment in its possession and custody and control at its premises in accordance with the same policies and procedures that the End user applies in respect of its own assets and equipment;
- 4.1.3 Advise the supplier prior to relocation equipment.
- 4.1.4 Allow the supplier or its representatives reasonable access to the inspection of the equipment on prior written notice;
- 4.1.5 Undertakes to ensure that the installation area, access ways, electrical supply and where relevant, the IT configuration of its premises and other equipment or any network are suitable for the installation, passage and electrical/or electronic connection of the equipment when it is delivered for installation and thereafter.

5. BREACH

- 5.1 Either party commits a breach of contract where it fails to discharge any of its obligations in terms of this agreement;
- 5.2 Should either party commit a material breach of this agreement ("the defaulting party") and fail to remedy such breach within ten (10) days of written demand from the other party ("the aggrieved party") then the aggrieved party may, in addition to any other rights and remedies that it may have, including the right to claim damages:-
- 5.2.1 Claim specific performance ;

- 5.2.2 or Terminate this agreement, such termination to be effective immediately upon receipt by the defaulting party of written notice to that effect
- 5.3 In any case where the End – User is entitled to damages, then the End -user may claim such damages from the Supplier;
- 5.4 This agreement shall automatically and without notice terminate upon occurrence of the following events:
- 5.4.1 a receiver, liquidator or administrator is appointed over any of the property or assets of that the Supplier;
- 5.4.2 the Supplier makes any voluntary arrangement with its creditors by reason of financial difficulty or becomes subject to an administration order, or provisional or final liquidation or insolvency order;
- 5.4.3 the Supplier goes into liquidation or is declared insolvent;
- or
- 5.4.4 that the Supplier ceases, or threatens to cease, to carry on business.

6. PAYMENT

The End – User shall pay the Supplier:

- 6.1 the rental applicable to the contract at the time of signing this agreement which rental shall be fixed for the entire initial rental period of 36 months. In the event of the extension of the contract, the rental shall reduce by 75% of the original rental The first Rental Charge shall be paid after the Commencement Date of the Agreement, within 30 days of the date of the original copy of statement or tax invoice to the Enduser and shall thereafter be payable monthly in arrear within 30 days of the last day of the month in which The Supplier delivers an original copy of statement and tax invoice to the End-user.
- 6.2 Copy Charges, applicable on the contract at the time of signing this Agreement will apply and would thereafter be adjusted on the thirteenth month and twenty-fifth month of the contract period.
- 6.3 The first of the Copy Charges shall be paid within thirty (30) days in which the original copy of statement and tax invoice in respect thereof is rendered, and shall thereafter be payable monthly in arrears on the first day of the month following the month in respect whereof the Copy Charge has arisen or within 30 days of the last day of the month in which the original copy of statement and tax invoice is delivered to the End-user, whichever is the later.
- 6.4 Payment shall be paid by electronic means into bank account :
Name :
Bank :
Branch :
Account number :
- 6.5 No other charges other than those set out herein will be payable for any other service rendered unless specifically agreed to in writing by the parties

7. NOTICES AND DOMICILIA

7.1 The parties select as their respective domicile citandi et executandi the following addresses:

7.1.1 End User
Physical address
Postal Address
Telephone No.
Fax No.
Email
Contact person

7.1.2 Supplier
Physical address
Postal Address
Telephone no
Fax No
Email
Contact person

Or such other address, telefax or telephone number as may be substituted by notice as herein required

7.2 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post or delivered by hand or sent by telefax.

7.3 Any notice shall be deemed to have been given:

7.3.1 if posted 14 calendar days after the date of posting;

7.3.2 if hand delivered, on the day of the delivery; The parties may communicate by electronic means.

7.4.3 if sent by telefax, on the date and time of sending, which telefax, is evidenced by a fax confirmation print out.

8. GENERAL

8.1 **Whole Agreement.** This Agreement constitutes the entire Agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

8.2 **No Variation.** This agreement together with General Conditions of Contract, Special Conditions of the contract and all Standard Bidding Documents constitutes the entire agreement between the parties. No variation or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

8.3 **Waiver.** No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be

effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.4 **Severability.** Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

8.5 **Applicable Law.** This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

8.6 **Jurisdiction.** The Parties hereto hereby consent and submit to the jurisdiction of such High Court of South Africa, in any dispute arising from or in connection with this Agreement.

8.7 **Survival.** Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

END USER

WITNESSES

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

SUPPLIER

WITNESSES

1. _____

2. _____

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:	
-------	--



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 2.1 2.2 2.3 2.4 | <ul style="list-style-type: none"> Is the bidder a resident of the Republic of South Africa (RSA)? Does the bidder have a branch in RSA? Does the bidder have a permanent establishment in the RSA? Does the bidder have any source of income in the RSA? | <ul style="list-style-type: none"> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> YES <input type="checkbox"/> | <ul style="list-style-type: none"> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Annexure A

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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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

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

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

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

Js General Conditions of Contract (revised July 2010)