



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag X136, Pretoria, 0001 or 124 Church Street, Poyntons Building West Block, Pretoria, 0001
Tel (012) 307 2431, Fax (012) 323 5621, jacob.sibanyoni@dcs.gov.za

Ref : 6/1/3/4
Enq : J Sibanyoni

The Manager

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Sir

BID HO 4/2022: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT RESEARCH TO DETERMINE THE PREVALENCE RATE OF MENTAL DISORDER AMONGST INMATES AND THE STATE OF MENTAL HEALTH CARE IN THE CORRECTIONAL CENTRES FOR A PERIOD 12 MONTHS: DEPARTMENT OF CORRECTIONAL SERVICES

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

- The closing date of the bid will be at **11h00 am on 30 January 2023** and will be valid for a period of **hundred and twenty (120) days** after the closing date.
- Bids must be submitted in two separated sealed envelopes. The name and address of the bidder, the bid number and closing date must be indicated on the two envelopes. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).

The following documentation must be submitted with your bid:

- Valid and original/certified copy of B-BBEE Certificate; or
- Sworn affidavit for B-BBEE Exempted Micro Enterprise/ B-BBEE Qualifying Small Enterprise.

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully



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For Acting National Commissioner: Correctional Services

Acting Director : Procurement

E.L. Motoma

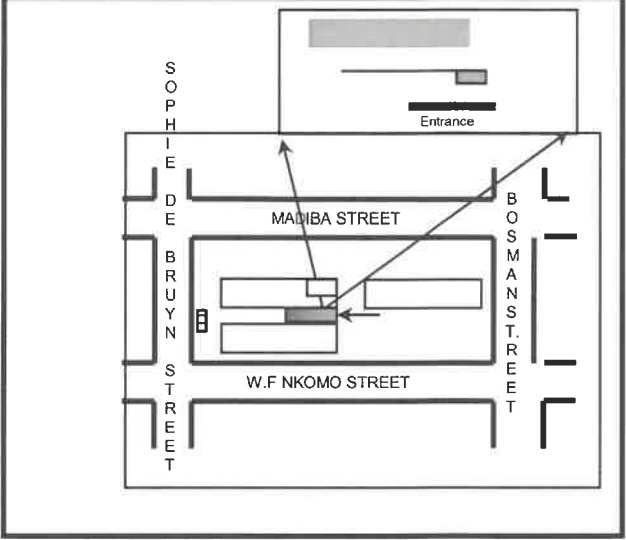
Date: 2022/11/17

HO4/2022

INDEX OF BID DOCUMENTATION

Description of document	Pages
Covering Letter (BD 2.1)	Two (2) Pages
Index	One (1) Page
SBD 1 Invitation to Bid	Three (3) Pages
General Conditions of Contract (GCC)	Fourteen teen (14) Pages
BD 4.1 Special Conditions of contract	Nineteen (19) Pages
Terms of Reference	Nine (9) pages
SBD 3.3 Pricing Schedules	Four (4) Pages
SBD 4 Declaration of Interest	Twenty eight (28) Pages
SBD 6.1 Preference Points Claimed form in terms of Procurement Regulations	Five (5) Pages

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HO4/2022	CLOSING DATE:	30 JANUARY 2023	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT RESEARCH TO DETERMINE THE PREVALENCE RATE OF MENTAL DISORDER AMONGST INMATES AND THE STATE OF MENTAL HEALTH CARE IN THE CORRECTIONAL CENTRES FOR A PERIOD 12 MONTHS: DEPARTMENT OF CORRECTIONAL SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE POSTED TO: THE NATIONAL COMMISSIONER DEPARTMENT OF CORRECTIONAL SERVICES PRIVATE BAG X136 PRETORIA 0001					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
WYNNTONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	J Sibanyoni		CONTACT PERSON		
TELEPHONE NUMBER	012 305 8041		TELEPHONE NUMBER		
FACSIMILE NUMBER	012 323 8041		FACSIMILE NUMBER		
E-MAIL ADDRESS	Jacob.Sibanyoni@dcs.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<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 BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract 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 bid 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 bid 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 bid 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 bid 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 bid 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 bid 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 bid documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bid 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-bid 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 bid 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

- 13.1 The supplier may be required to provide any or all of the

services

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

22. Penalties

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

23. Termination for default

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

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

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

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

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction'
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base 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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of Section 4(1)b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bid (or bid rigging).

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

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



DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT

**APPOINTMENT OF A SERVICE PROVIDER FOR A PERIOD OF
12 MONTHS TO CONDUCT RESEARCH ON THE
PREVALENCE OF MENTAL DISORDERS AMONGST INMATES
AND ASSESS THE STATE OF MENTAL HEALTH CARE
PROVIDED IN CORRECTIONAL FACILITIES**

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NDM
N.G.
SM E.P. AD



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1. INTRODUCTION

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

- 2.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self registration.

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

- 3.1 Bidders must ensure that all certified copies comply with the regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this regulation will be regarded as invalid.
- 3.2 **The date of certification of the original on all copies submitted should not be older than six (6) months.**

4. CONTRACT PERIOD

- 4.1 The contract shall be for a period of twelve(12) months to conduct research on the prevalence of mental disorders amongst inmates and assess the state of mental health care provided in correctional facilities.

5. RESPONSE FIELDS

- 5.1 It is imperative that bidders submit responsive price bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the price bid document.
- 5.2 Bid documents should not be retyped or redrafted.

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- 5.3 The following bid documents must be completed in ink, signed and submitted in an original format:

Document	Description
SBD 1	Invitation to bid
SBD 3	Pricing Schedule for Professional Services
SBD 4	Declaration of Interest
SBD 6.1	Claim Form in terms of Preferential Procurement Regulations 2017

- 5.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

6. EVALUATION OF PROPOSAL

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Mandatory Requirements	Functionality	Price and B-BBEE
Compliance with mandatory requirements	Evaluation of Proposal against criteria.	Price quotation to be evaluated in terms of PP Regulations, 2017

7. SUBMISSION OF BIDS

- 7.1 Bidders are required to submit their proposals in two envelopes in the following format:

✚ Envelope 1 marked with the name of the Bidder and titled:

"PRE-QUALIFYING AND MANDATORY DOCUMENTS AND TECHNICAL PROPOSAL ON FUNCTIONALITY: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT RESEARCH ON THE PREVALENCE OF MENTAL DISORDERS AMONGST INMATES AND ASSESS THE STATE OF MENTAL HEALTH CARE PROVIDED IN CORRECTIONAL FACILITIES"

✚ This envelope must contain the following :

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E.P V.G.
AD SM



7.2 Phase 1: Mandatory Requirements

7.2.1 CSD Registration

7.2.1.1 Bidder must be registered on the **Central Supplier Database (CSD)** and provide its CSD number and TCS Pin as per SBD 1.

7.2.1.2 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.

7.2.2 **Failure to comply with the mandatory requirements will invalidate your bid.**

7.3 Phase 2 (Functionality Evaluation)

7.3.1 The criteria and weights as per paragraph 8.1 will be applied during Phase 2 of the evaluation process.

7.3.2 The Bid Evaluation Committee evaluates the bid against the set criteria indicated in the special conditions. A form will be used which will reflect the name of the bidder, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be effected on a basis of consensus.

7.3.3 The following scoring matrix will be used for Phase 2:

Very poor	Poor	Fair	Good	Very good	Excellent
0	1	2	3	4	5

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7.3.4 The following formula will be used to convert the points scored against the weight:

$$P_s = \left(\frac{S_o}{M_s} \right) \times 100$$

Where:

P_s = Percentage scored for functionality by bid under consideration

S_o = Total score of bid under consideration

M_s = Maximum possible score

7.3.5 Only bidders who achieve the threshold score of 75% will be short-listed to proceed to Phase 3.

8. FUNCTIONAL EVALUATION

8.1 The following criteria will be applied during evaluation of the bid:

	Functionality criteria	Weight
1.	The quality of proposal	25
2.	Service provider's relevant previous experience including any subcontractors	25
3.	Team leader's level of expertise	15
4.	Qualifications and expertise of the research team	20
5.	Research project planning (Including effort for different consultants per activity and time frame linked to activities)	5
6.	Capacity development	5
7.	Inclusion of Previously Disadvantaged Individuals (PDIs) members in the research team who will gain experience.	5
	Total Weight	100

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No	Functional criteria	Weight	Scoring Criteria
1.	<p>The quality of proposal</p> <p>The bidder must provide a research proposal with detailed methodology/approach to be used to carry out the scope of the work.</p> <p>The completeness, quality of the proposal and how well it addresses the requirements and the needs of the department as detailed in the terms of reference.</p>	25	<p>0= The requirements of the research proposal not addressed at all.</p> <p>1= The requirements of the research proposal poorly addressed.</p> <p>2= The requirements of the research proposal partially addressed but not convincing</p> <p>3= The requirements of the research proposal well addressed.</p> <p>4= The requirements of the research proposal well and convincingly addressed.</p> <p>5= The requirements of the research proposal well addressed and additional value added</p>
2.	<p>Service provider's relevant previous experience including any subcontractors</p> <p>(a) Demonstrated experience of undertaking research on mental health. Provided proof of experience by means of examples of related research undertaken.</p>	25 15	<p>0= no research report submitted.</p> <p>1= submission of one (1) research report.</p> <p>2= submission of two (2) research reports.</p> <p>3= submission of three (3) research reports.</p> <p>4= submission of four (4) research reports.</p> <p>5= submission of five (5) research reports.</p>

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	(b) Letters from organisations (not older than 5 years) with reference for work undertaken, date and value of the work.	10	0= no letter of reference submitted. 1= submission of 1 reference. 2= submission of 2 references. 3= submission of 3 references. 4= submission of 4 references. 5= submission of 5 references.
3.	Team leader's level of expertise Qualifications (a) Qualifications, skills and experience of the project manager/team leader should be clearly stated in the Curriculum Vitae (CV) with certified copies of qualifications attached. A MA/ MSc degree or/and Doctor of Philosophy (PhD) in social sciences or related field is the minimum requirement.	5	0= No MA/ MSc degree in (Social Sciences or relevant field). 3= MA/ MSc degree in social sciences or relevant field. 5= Doctor of Philosophy in Social Science or related field (PhD)
	Skills and experience of team leader (b) The team leader has experience in previously managing successful research project. A list of projects and references of completed projects is submitted.	10	0= no evidence of experience/track record 1= at least one (1) similar project implemented 2= at least two (2) similar projects implemented 3= at least three (3) similar projects

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			<p>implemented</p> <p>4= at least four (4) similar projects implemented</p> <p>5= at least five (5) similar projects implemented</p>
4.	<p>Qualifications and expertise of the Research Team</p> <p>Qualifications, skills and experience of the research team should be clearly stated in their CVs.</p> <p>The research team should include a mental health expert in clinical Psychology/Psychiatry and/ or experience in mental health research.</p> <p>A list of projects and references must be included.</p>	20	<p>0= The research team does not have a mental health expert.</p> <p>1= The research team include a mental health specialist but with no experience.</p> <p>2= The research team include a mental health specialist with experience of <3 years.</p> <p>3= The research team include a mental health specialist with experience of 3-4 years.</p> <p>4= The research team include a mental health specialist with experience of 4-6 years.</p> <p>5= The research team include a mental health specialist with experience of >6 years.</p>
5.	<p>Research project planning (Including effort for different consultants per activity and time frame linked to activities)</p> <p>The bidder must provide a high-level project plan with details of all phases of related research activities,</p>	5	<p>0= No project plan.</p> <p>1= Activity-based plan produced but not convincing that the methodology can be delivered using resources proposed.</p>

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	<p>milestones and major deliverables. Work breakdown structure indicating allocation of personnel.</p> <p>Quality of activity-based plan with timelines and activities (including effort for different consultants per activity and time frame linked to activities)</p>		<p>2= Activity-based plan available but not clear.</p> <p>3= Activity-based plan available however does not include all aspects of the methodology.</p> <p>4= Activity-based plan clear and realistic to address the methodology.</p> <p>5= Activity-based plan clear and realistic to address the methodology and innovative so that more can be delivered.</p>
6.	<p>Capacity development</p> <p>The strategy to capacitate the Department of Correctional Services' research staff in mental health care research included as part of the research proposal as outlined in the terms of reference.</p>	5	<p>0= no indication of capacity development</p> <p>1= the capacity development strategy is included in the proposal but is not well explained.</p> <p>2= the capacity development strategy provided is not practical and therefore will be difficult to implement</p> <p>3= the capacity development strategy provided is limited</p> <p>4= well developed strategy of how the Department officials will be capacitated.</p> <p>5= Interesting/innovative strategy for capacity</p>

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			building in the Department.
7.	<p>Inclusion of Previously Disadvantaged Individuals (PDIs) members in the research team who will gain experience.</p> <p>At least 40% of team are Previously Disadvantaged Individuals (PDIs) and they must play a meaningful role in the evaluation</p>	5	<p>1= No PDI role in the evaluation team.</p> <p>2= Team consist of less than 40% PDIs and less than 40% of person-days allocated to PDIs.</p> <p>3= Team consist of 40% PDIs but less than 40% of person-days allocated to PDIs.</p> <p>4= Team consist of at least 40% PDIs and of at least 40% of person-days allocated to PDIs (could either be staff or joint venture).</p> <p>5= Team consist of at least 40% PDIs, at least 40% of person-days allocated to PDIs and one of the specialist is PDI (could either be staff or joint venture).</p>
Total score		100	
Threshold score		75%	

NB: The bidder must score a minimum of 75% on technical evaluation for the bidder to be considered for further evaluation.

8.2 Phase 3: Price and B-BBEE

8.2.1 Only bidders who achieve the threshold score of 75% will be short-listed to proceed to Phase 3.

↓ Envelope 2 marked with the name of the Bidder and titled:

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"FINANCIAL PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT RESEARCH ON THE PREVALENCE OF MENTAL DISORDERS AMONGST INMATES AND ASSESS THE STATE OF MENTAL HEALTH CARE PROVIDED IN CORRECTIONAL FACILITIES"

This envelope must contain the following:

8.2.2 **A detailed SBD 3.3 Pricing Schedule (Professional Services)**

8.2.3 **Attachment of breakdown of detailed on costs.Total amount to be in line with ceiling price quoted on SBD 3 pricing Schedule.**

8.2.4 **In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive price quotations will be adjudicated by the Department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:**

- a) **Price quotation (maximum 80 points)**
- b) **B-BBEE status level of contributor (maximum 20 points)**

8.2.5 The following formula will be used to calculate the points for price:

Cases with a Rand value below R50 million (all applicable taxes included)		
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		
Where :		
PS	=	Points scored for comparative price of price quotation or offer under consideration
Pt	=	Comparative price of price quotation or offer under consideration
Pmin	=	Comparative price of lowest acceptable price quotation or offer

8.2.6 Subject to sub-regulation (3), points will be awarded to a bidder for attaining their B-BBEE Status Level of Contributor in accordance with the table below:

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1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 8.2.7 Bidders are required to complete the preference claim form (SBD 6.1), and submit a valid and original/originally certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the price quotation in order to claim the B-BBEE status level point. **The date of certification of the original should not be older than six (6) months.**
- 8.2.8 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by the following verification agencies:
- 8.2.8.1 *Bidders other than EMEs and QSE,s*
- a) Verification agencies accredited by SANAS; or
- 8.2.8.2 *Bidders who qualify as EMEs and QSE's*
- a) Sworn affidavit signed by the EMEs and QSEs representative and attested by a Commissioner of Oaths.
- Bidders can access the sworn affidavits templates on https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp
- 8.2.9 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate price quotation.
- 8.2.10 Public entities and tertiary institutions must also submit a B-BBEE Status Level Verification Certificate together with their price quotations.

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8.2.11 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

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

8.3 Awarding of bid

8.3.1 A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the price quotation to another bidder.

8.3.2 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

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

9. VALUE ADDED TAX

9.1 All price quotation prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

9.2 Failure to comply with this condition will invalidate the bid.

10. DECLARATION OF INTEREST (SBD 4)

10.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4).

10.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where -**

a) The bidder is employed by the state; and/or

b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the price quotation(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the price quotation.

10.3 The Declaration of Interest (SBD 4) must be completed in full.



10.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.

11. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

11.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.

11.2 **The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the State may not conduct business with the State.**

11.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Declaration of Interest).

12. FRONTING

12.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:

a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.

b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the price quotation evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the price quotation documents.

12.2 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. Failure to do so within a period of 14 days from the date of notification may invalidate the price quotation/ 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 (10) years, in addition to any other remedies the Department may have against the bidder/ contractor concerned.

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13. PRICE AND PRICE QUALIFICATION

- 13.1 Prices submitted for this price bids are **firm**.
- 13.2 Prices shall be quoted in South African currency.
- 13.3 The price quotation prices shall be given in the units shown.
- 13.4 Prices must be inclusive of delivery cost and all applicable taxes.

14. SUBMISSION OF BIDS

- 14.1 Each bid should be submitted in a separate sealed envelope or suitable cover on which the name and address, the price number and the closing date must be clearly endorsed.

15. LATE PRICE BIDS

- 15.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.

16. COMMUNICATION

- 16.1 No communication with any Procurement Official will be allowed during the running period of the price bid.
- 16.2 Communication after the closing date of the bid must be in writing and addressed to the Directorate Procurement: ester.moche@dcs.gov.za and/or jacob.sibanyoni@dcs.gov.za.
- 16.3 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your price quotation.

17. COUNTER CONDITIONS

- 17.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such price quotations.

18. DUE DILIGENCE

- 18.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully.



18.2 The premises/factory of the bidder or contractor should be open at all reasonable hour for inspection by a representative of the Department and/or its approved institution.

18.3 **Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his/her offer will be regarded as not acceptable.**

19. NEGOTIATIONS

19.1 The Department reserves the right to negotiate with bidders prior to the award of the price quotation.

20. ORDERS/DELIVERIES/DELIVERY BASIS

20.1 Before the project can commence, the contractor must be in possession of an official order issued by an authorized official of the Department.

20.2 Firm delivery period must be quoted for the duration of the contract period.

20.3 The Department may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

21. CONTRACT MANAGEMENT

21.1 Any patents or copyright developed from this project will belong to the DCS.

21.2 The service provider will sign a confidentiality agreement regarding the protection of the Department's information that is not in the public domain.

21.3 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.

21.4 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

22. PENALTIES

22.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)

22.2 The following formula will be utilized for this purpose :



$$Penalty = \left(V \times \frac{10}{100} \right) \times N$$

V = Value of delayed goods or services

N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

22.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."

22.4 The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.

23. PAYMENTS

23.1 Payments will only be effected by the Department in the following cases:

23.1.1 The successful completion of a delivery in line with the specification.

23.1.2 Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.

23.1.3 The invoices must be accompanied with proof of delivery.

23.2 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

24. SETTLEMENT OF DISPUTES

24.1 Should any dispute arise from the contract paragraph 27 of the General Conditions of Contract shall apply.

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TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER ON A 12 MONTH CONTRACT TO CONDUCT RESEARCH ON THE PREVALENCE OF MENTAL DISORDERS AMONGST INMATES AND ASSESS THE STATE OF MENTAL HEALTH CARE PROVIDED IN CORRECTIONAL FACILITIES

PURPOSE

The Department of Correctional Services seeks to appoint a suitable service provider to conduct research with the aim of determining the prevalence of mental health disorders amongst inmates and assess the current state of mental health care provided by the Department in correctional facilities.

BACKGROUND

Mental disorders are a major source of functional disability globally with enormous impact on personal wellbeing, social relationships and work productivity. The global burden of disease report (2015) attributes a substantial proportion of the burden of diseases to mental disorders. However, mental disorders are ranked low on the priority lists of public health significance and allocated limited resources. Researchers link this neglect of mental health care in communities with the global increase in incarceration rates of those with mental disorders. People with undiagnosed and untreated mental disorders find themselves in conflict with the law due to their mental health status.

There is a strong relation between mental health and criminal behaviour (Abram & Teplin, 1990) and as a result, there are a large number of mental patients in prisons (Arboleda-Florez, 2009). Mental disorders are reported to affect cognitive, emotional and volitional aspects and functions of the personality, functions that are also of interest in law when adjudicating guilt and proffering a sentence. Studies conducted in a few correctional facilities in South Africa show high prevalence rates of undetected and untreated mental disorders amongst inmates (Naidoo & Mkhize, 2012); (Prinsloo, 2013); (Gender Based Commission, 2017). Just like its global counterparts, South Africa seems to be incarcerating people with undetected mental disorders.

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The World Health Organisation has declared prisons bad for mental health (2001) because incarceration presents social and environmental aspects that may predispose offenders to mental illnesses or exacerbate already existing mental disorders (WHO, 2010). Offenders with mental disorders tend to have other social ills that exacerbate their mental conditions such as substance abuse, learning difficulties, poor life skills, histories of trauma, relationship difficulties, limited employment prospects and poor education. These challenges make it difficult for inmates with mental disorders to benefit from available rehabilitation programmes and parole.

On the other hand, incarceration provides greater access to health care for many inmates than available in communities. Mental disorders are often undiagnosed in communities and therefore are often untreated. In most instances individuals might not even recognise that they have mental disorders. Correctional facilities provide inmates with an opportunity to deal with accumulated health problems. Understanding the scope and extent of mental health challenges in correctional facilities will inform budget allocation and the type of services to provide in order to manage adequately the mental health of inmates.

POLICY FRAMEWORK

International legal framework governing mental health care

International legislation with human rights benefits for offender/prisoners with mental disorders are enshrined in the following international agreements:

- International Covenant on Economic, Social and Cultural Rights;
- World Health Organisation Pyramid Framework, Mental Health Gap Action Programme (mhGAP) and the Quality Rights initiative;
- Protocol to the African Charter on Human and People's Rights of Persons with Disabilities in Africa;
- United Nations International Human Rights Treaty;
- United Nations rules for the treatment of women (Bangkok Rules);
- Standard Minimum Rules for the treatment of prisoners (Mandela Rules).

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National legal framework for mental health care

The 1996 constitution of the Republic of South Africa declared the right to health a human right for all citizens including the detainees/offenders.

In keeping with the constitution, the White Paper for the Transformation of the Health System was published in 1997. It advocated for a comprehensive and community based mental health service which should be planned and coordinated at the national, provincial, district and community levels.

The Mental Health Care Act no 17 of 2002 promulgated in 2004 enshrines the human rights of people living with mental disorders. The Act emphasizes the importance of not just treatment but also rehabilitation and reintegration back into society. Mental health care was to be deinstitutionalised from large psychiatric institutions into district and community based health services.

Chapter VII of the Mental Health Care Act no 17 of 2002 speaks directly to the care and treatment of mentally ill 'prisoners'. According to the Act, suspected cases of mental illnesses amongst inmates should be assessed and confirmed by professional health care practitioners. Those that can be treated within the correctional facilities should be provided with the required care and treatment but those that need specialised treatment outside of the correctional facilities must be transferred to such facilities.

In cases where crime suspects appearing before the courts plead insanity, the Criminal Justice Act no 51 of 1977 requires that mental illness or defect must be present before the question of whether the accused is fit to stand trial or is criminally responsible can be examined.

Legal framework for mental health care in SA's correctional facilities

The Correctional Services Act of 1998 as amended enforces the rights of prisoners to health. It also protects those with mental illnesses when it states that "A person who is certified in terms of the Mental Health Act may not be detained in a prison and must be moved to an appropriate health facility."

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The White Paper on Corrections in South Africa (2004) states that correctional centres should not accommodate mentally ill offenders and should rather divert them to institutions with the necessary knowledge to deal with them. The White Paper on Corrections in South Africa also recognises the need for correctional officials in the correctional centres to be trained in the recognition of signs of mental disorders amongst offenders.

The Offender Rehabilitation Path (OPR) translates into practice the White Paper on Corrections in South Africa (2005). The ORP illustrates what happens with and to an offender from the point of entering a correctional centre to the point of reintegration into society.

OBJECTIVES

The Department of Correctional Services wishes to appoint a suitable service provider to determine the prevalence of mental disorders amongst inmates and assess the current state of mental health care in correctional facilities.

The objectives of the study are as follows:

- to determine the prevalence rate of mental disorders amongst inmates;
- to determine the severity of the existing mental disorders amongst inmates;
- to determine the socio-demographic correlates of mental disorders amongst inmates;
- to assess the screening process for mental disorders used during the reception phase of offenders into correctional facilities;
- to assess the availability of infrastructure as well as human resource capacity to treat mental health disorders.

IMPLEMENTATION FRAMEWORK

The research process should include literature review and an in-depth analysis of best practices in determining the prevalence of mental disorders amongst inmates. The research process should also include an assessment of the current practices in screening for mental disorders and mental health care treatment provided to inmates

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with mental disorders. This will inevitably include interaction with various stakeholders at correctional centres such as correctional security staff, psychologists, social workers and inmates.

Based on the above, the researchers are expected to decide on the approach and sample size for the research. Statistics on the number of inmates incarcerated will be made available to assist in determining the sample size. The sampling method should reflect an understanding of the diverse cultures of South Africa and the extent to which the predominant languages used in some parts of South Africa will be used in the data collection process.

The research process should culminate in the submission of a comprehensive research report(s) that provides a clear understanding of the prevalence rates of mental disorders amongst inmates, their severity as well as the sociodemographic correlates of these prevailing mental disorders. The research findings should also provide feedback on the current state of mental health care provided in correctional facilities and identify the gaps if any.

The research report should provide recommendations on steps the Department can take to improve the mental health screening processes and possible treatment options to be explored.

DELIVERABLES

The deliverables for the research project are the following:

- Report that reflects literature review and DCS initiatives
- Research instrument(s)
- Report on the testing (pilot) of the research instrument(s)
- Data analysis report
- Draft Final report (s)
- Final Research report(s)
- Submission of raw data, research instrument(s)/tool(s), signed copies of the participants consent forms

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Table 1: Outline of Project Plan and Payment Schedule

Deliverables	% payment
Approval of research proposal/ inception report	
Submission of document review of mental health services	10%
Submission of literature review	10%
Submission of fieldwork report	20%
Submission of regional reports	30%
Workshop with relevant stakeholders	10%
Approval of the final national report	20%
Submission of data sets, metadata, survey documentation and interview transcripts	

REPORTING FRAMEWORK AND SCHEDULE

It is expected that the appointed service provider will submit monthly progress reports. These reports should be submitted in a soft copy to the project coordinator. The progress reports are separate from the deliverables expected for each activity.

A steering committee will be established to oversee the evaluation process and will comprise of the main role players in the delivery of mental health services. Meetings will be scheduled with the service provider at the onset of the project to discuss the implementation of the project and at the completion of each activity specified in the deliverables.

REQUIRED COMPETENCIES

The service provider must demonstrate experience of undertaking quality research.

A team approach will be preferred with the following competencies:

- Proven research skills and experience
- Proven experience in diagnosing and treating mental disorders
- Post graduate qualification and registration with relevant bodies in clinical psychology and/or psychiatry

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The research team should include a mental health expert with a minimum of MSc in Psychology/ Psychiatry and experience in mental health research. There should be an explanation of roles of individual team member and details of any assistance identified of subcontractors/ partners that will be involved in the implementation of the project.

TRANSFER OF SKILLS

It is expected that skills transfer form part of the research proposal. As part of skills transfer, Department of Correctional Services' research employees will join the appointed service provider's team to gain practical experience in developing mental health research tools. A clear strategy on skills transfer should be included.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Since this project is commissioned and funded by the Department of Correctional Services, the copyright and intellectual property rights of the data collected, research report(s) and any other documents developed and/or used during the course of this project will belong to the Department of Correctional Services. The Department has the sole right to communicate research findings.

OBLIGATIONS OF THE DEPARTMENT

The Department of Correctional Services will provide the following:

- documents produced by the Department such as annual reports, strategic plans, policies, etc.;
- access to correctional centres and research participants; and
- office space

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BRIEFING

Attendance of the briefing meeting will not be compulsory. A briefing can be arranged and conducted within COVID-19 regulations to address potential bidders. It will be held at **124 WF Nkomo Street, Poyntons Building, West Block Foyer, Department of Correctional Services.**

Bidders will not be issued with the registration certificate as briefing is not compulsory.

PROJECT PROPOSAL

All interested companies, consortiums and group(s) of professionals must submit an original copy of a project proposal, stating clearly how the bidder envisages developing the program and at what cost. The proposal should clearly reflect understanding of what is required in the terms of reference. The proposal to be submitted should clearly stipulate on how the service provider will achieve the objectives of the project. The project proposal should contain among other things, the following information and must be supplied in subsequent order as per the specified annexures.

THE PROPOSAL TO BE SUBMITTED

7.1 Structure of proposal

The structure of the proposal to be submitted by tenderer should be as follows:

- Understanding of mental health interventions and Terms of Reference
- Approach, design and methodology for the research
- Detailed activity-based project plan (timeframe linked to activities)
- Activity-based budget
- Competences (including a list of related projects undertaken and contact people for references)
- Team members and clarity on roles and level of efforts.
- Capacity development (including building capacity within the department).

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- Quality assurance plan to ensure that products are of good quality.

Attachments

- Examples of related reports of research undertaken.
- Letters from organisations with a reference for work undertaken, date and value of the work.
- CVs of key personnel
- Completed supply chain forms and tax clearance.

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PRICING SCHEDULE
(Professional Services)
To be included in envelope two (2)

NAME OF BIDDER: BID NO.: HO 2/2022
CLOSING TIME 11:00 AM ON 09 FEBRUARY 2022

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
1.	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT RESEARCH TO DETERMINE THE PREVALENCE RATE OF MENTAL DISORDER AMONGST INMATES AND THE STATE OF MENTAL HEALTH CARE IN THE CORRECTIONAL CENTRES FOR A PERIOD 12 MONTHS: DEPARTMENT OF CORRECTIONAL SERVICES	

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a **ceiling price** based on the total estimated time for completion of all phases/ deliverables and including all expenses inclusive of VAT for the project. R.....

“ALL APPLICABLE TAXES INCLUDED” includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax..

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----

- PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT
- | | | |
|-------|--------|------------|
| | R----- | ----- days |
| | R----- | ----- days |
| | R----- | ----- days |

R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract?
.....
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

THE COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X 136
PRETORIA
0001
OM KEKANA
Tel: 012-305 8549

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

ANNEXURE TO PRICING SCHEDULE FOR PROFESSIONAL SERVICES: BID HO 4/2022: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT RESEARCH TO DETERMINE THE PREVALENCE RATE OF MENTAL DISORDER AMONGST INMATES AND THE STATE OF MENTAL HEALTH CARE IN THE CORRECTIONAL CENTRES FOR A PERIOD 12 MONTHS: DEPARTMENT OF CORRECTIONAL SERVICES

MAIN CONTRACTOR:- _____

A) Identity Number of Consultant/ Employee	B) Name of Consultant/ Employee	C) Tariff per Hour	D) Estimated Hours finalizing of Project	E) Total Amount for consultant (CxD)	Responsible For Deliverable (to be in line with the proposed deliverable)	% Percentage involvement in Project.

¹SUB CONTRACTOR: _____

A) Identity Number	B) Name of Consultant	C) Tariff per Hour	D) Estimated Hours finalising of Project	E) Total Amount for consultant (CxD)	Responsible For Deliverable (to be in line with the proposed deliverable)	% Percentage involvement in Project.
		R				
		R				
		R				

¹ To be completed when Sub Contractors will be utilised for the completion of the project.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

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



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of

section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
