



## employment & labour

Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

### BID ADVERTISEMENT

DESCRIPTION	REQUIRED AT:	TENDER NO:	CLOSING DATE:
<b>Bid for the appointment of a service provider to render Employee Health and Wellness Programme (EHWP) for Department of Employment &amp; Labour for period of three (3) years.</b>	National Department of Employment and Labour.	BID LAB 03/2022	30 March 2023 at 11:00AM
<b>COMPULSORY BRIEFING SESSION ON MICROSOFT TEAMS:</b> Date: 16 March 2023 Time: 10:00AM  <b>NB:</b> The link to join the compulsory briefing session meeting is attached on the eTenders portal on the National Treasury website.  <b>BID DOCUMENTS:</b> Bid Documents are attached for all prospective bidders to download on the eTenders portal.  <b>BID DOCUMENTS TO BE DELIVER IN THE BID BOX AT:</b> Department of Employment and Labour Head Office 215 Francis Baard, c/n Francis Baard & Paul Kruger Laboria House Pretoria			

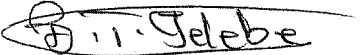
**TECHNICAL CONTACT PERSON:**

Mr Christopher Kanama  
Telephone: 012 309 4238  
Email: HQtenders@labour.gov.za

**BID ADMINISTRATION CONTACT PEOPLE:**

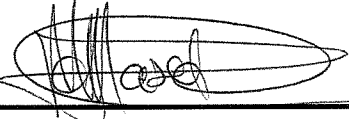
Ms. Bellah Gelebe, Ms. Boitumelo Zulu and Mr Themba Maseko  
Telephone: 012 309 4084/4943/4826  
Email: HQtenders@labour.gov.za

Name & surnames Bellah Gelebe

Signature 

Date 09/03/2023

Name & surname Themba Maseko

signature 

Date 9/03/2023

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EMPLOYMENT AND LABOUR</b>					
BID NUMBER:	LAB 03/2022	CLOSING DATE:	30 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR FOR A PERIOD OF THREE (3) YEARS.</b>				
<b>The bidders must be registered on the Central Supplier Database(CSD) and attaché such proof (i.e. MAAA number) The successful bidder will be required to fill in and sign a written contract form (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>The Department of Employment and Labour, Laboria House: Paul Kruger Street entrance (c/o Paul Kruger and Francis Baard Street)</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
COMPANY CONTACT PERSON					
	NAMES AND SURNAME.....				

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 PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		BIDDING INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/PUBLIC ENTITY	DEPARTMENT OF EMPLOYMENT AND LABOUR	TECHNICAL CONTACT PERSON	CHRISTOPHER KANAMA
CONTACT PERSON	BELLAH GELEBE/ BOITUMELO ZULU / THEMBA MASEKO	TELEPHONE NUMBER	(012) 309 4238
TELEPHONE NUMBER	(012) 309 4084/4943/4826	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	HQtenders@labour.gov.za
E-MAIL ADDRESS	HQtenders@labour.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1.</b>	<b>BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.	
1.5.	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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2.</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3.</b>	<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		

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



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Department:  
Labour  
REPUBLIC OF SOUTH AFRICA

## COMPULSORY BRIEFING SESSION CERTIFICATE

**BID LAB 03/2022**

**BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR FOR A PERIOD OF THREE (3) YEARS.**

This is to certify that ..... of

(The firm/company) .....

Has attended the compulsory briefing session on the **16 March 2023**.

And is therefore familiar with the circumstances and extend of the services to be

Rendered.

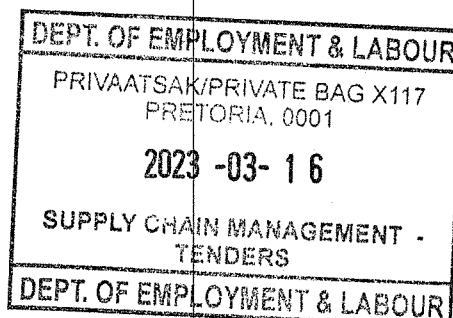
.....  
SIGNATURE (BIDDER)

FOR DEPARTMENT OF LABOUR

*Senior Admin Officer*  
.....  
RANK/CAPACITY OF OFFICIAL OF DEPARTMENT OF LABOUR

*B. J. Golebe*  
.....  
SIGNATURE

OFFICIAL STAMP



## CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

### CHECKED BY BIDDER

**NB!!** Have the following forms been completed, signed and submitted with your proposal?

<input type="checkbox"/>	SBD 1	<input type="checkbox"/>	
<input type="checkbox"/>	Tax Compliance	<input type="checkbox"/>	
<input type="checkbox"/>	3.3 PRICING	<input type="checkbox"/>	
<input type="checkbox"/>	SBD 4	<input type="checkbox"/>	
<input type="checkbox"/>	SBD 6.1	<input type="checkbox"/>	
<input type="checkbox"/>	UIF Compliance attached	<input type="checkbox"/>	
<input type="checkbox"/>	COID Compliance attached	<input type="checkbox"/>	
<input type="checkbox"/>	Letter of resolution of Signatory attached	<input type="checkbox"/>	
<input type="checkbox"/>	Each page initialed	<input type="checkbox"/>	
<input type="checkbox"/>	Documents fully Completed.	<input type="checkbox"/>	

**NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID**

# **IMPORTANT**

## **NOTE:**

### **Tax Compliance Status**

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za)

Failure to submit the required compliance information will invalidate your bid/proposal.





employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

**BID: APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND  
WELLNESS PROGRAMME (EHWP) FOR DEPARTMENT OF EMPLOYMENT & LABOUR  
FOR PERIOD OF 3 YEARS**

**1. PURPOSE**

- 1.1. The purpose of the bid is to invite proposals for registered service providers to render Employee Health and wellness services to the Department of Employment and Labour (DEL) employees and their immediate family members for a period of three (3) years.
- 1.2. The purpose of the Employee Wellness Programme is to support Wellness Office initiatives and improve the performance of Department of Employment and Labour employees by assisting its employees to deal with their personal and work-related challenges earlier, and more effectively. It also provides consultancy support and guidance for managers and supervisors to assist them with monitoring their employees' job performance, intervening early, and where necessary, to take appropriate action to correct the situation
- 1.3. In the strengthening of the institutional capacity of the department of employment and Labour, the purpose of Employee Health and Wellness Programme (EHWP) is to support and improve the performance of the Department of Employment and Labour by helping its employees to deal with their personal and work related problems and challenges earlier and more effectively. It also provides consultancy support and guidelines for managers and supervisors to assist them with monitoring their employees job performance and make recommendations of appropriate actions. The departmental staff establishment consists of 9977 posts currently filled including SEE factory workers. The full range of services required is set out in the 'Scope of Work' hereunder.



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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

### 2. BACKGROUND

- 2.1. Department of Employment & Labour (DEL) requires a service provider to provide Employee Health and Wellness Programme (EHWP) services to approximately 9977 employees from Head Office and in all nine Provinces for three years.
- 2.2. Currently the psycho-social counselling and therapeutic services are rendered through Careways/Life Health Solutions Service provider with SLA in place and ending on the 31<sup>st</sup> March 2023.
- 2.3. The service amongst others, deal with psychological and work-related problems.
- 2.4. The appointment of a service provider will continue to improve accessibility of the programme to employees of the Department and their immediate family members.

### COPE OF THE WORK PSYCHOSOCIAL SERVICE

The services will cover all DEL employees nationally (National office, Compensation Fund; Unemployment Insurance Fund; Supported Employment Enterprises (SEE); Provincial offices and Labour centers.

The service provider shall provide a national network of qualified Psychologists, Registered Counsellors and Social Workers with 3 to 5 years' experience in counselling, and registered with either Health Professions Council South Africa (HPCSA) and/or The South African Council of Social Services Professionals (SACSSP).

### THE SCOPE SHALL COVER THE FOLLOWING SERVICES:

#### 2.5. Telephonic Counselling Services/ Virtual

- 2.5.1. The service provider is required to provide unlimited telephonic, virtual/ sign language or online counselling services conducted by qualified clinical and or/ counselling psychologist, and or social workers with counselling experiences.



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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

- 2.5.2. Telephonic counselling services shall be available through a toll free number for twenty-four (24) hours a day over seven (7) days per week for the duration of the contract.
- 2.5.3. Employees and family members will be able to call at any time, and obtain the needed telephonic counselling for the duration of 60 minutes or more per session.
- 2.5.4. Telephonic counselling services shall include therapeutic and advisory services on various social and wellness issues including family matters, stress management, legal advice, trauma counselling and debriefing.
- 2.5.5. Persons with disability: counselling services to be accommodative to all Department of Employment and Labour employees with disabilities including UIF, CF and SEE employees. A provision of 11 official languages including sign Language services that will be accommodative and accessible to all employees in the department. The counselling should be for the duration of 60 minutes or more per session.
- 2.5.6. Formal referrals need to be approved by the wellness manager: EHWP Professional. This is to remove the confusion that comes when supervisors directly referring employees to the service provider. All referrals should be directed to the departments EHWP Personnel for confidentiality. Only EHWP professionals are eligible to analyze feedback reports and provide interpretation guiding the organization managers/supervisors on the support needed.
- 2.5.7. Only self-referrals can be done without the involvement of the supervisor and EHWP, however, an employee should inform the supervisor of his/her absence for attending the face to face session during working hours. Therefore, the service provider should provide proof of appointments and attendance to the employee.
- 2.5.8. The service provider shall provide minimum of 6 (six) personal Counselling (face to face) per person (per condition/incident) close to employee/family member residence or place of work. The recommendation of more than six sessions/ extension will be from the case manager informing EHW Manager. Employee shall indicate what mode of counselling services will suit them (telephonic/face to face/ virtually or sign language). The service provider shall provide employee with home based counselling sessions if needs be.



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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

2.5.9. Counselling services shall also be accommodative to employees with disabilities and it shall be provided in all eleven (11) official Languages including sign Language

2.5.10. Telephonic Management system to track calls and employees and family who consulted.

2.5.11. EHW unit will conduct spot –checks for follow ups of services rendered by the services provider to employees

### 2.6. Face to Face Counselling/Group Counselling

2.6.1. The service provider shall offer face to face/group counselling services to all DEL employees and the immediate family members when necessary to help them handle various presenting psycho-social problems.

2.6.2. Counselling services shall also be accommodative to employees with disabilities and it shall be provided in all eleven (11) official languages including sign language.

2.6.3. Sessions undertaken with clients must not be in any way rushed. A maximum of six (6) sessions per employee per issue/incident for 60 minutes or more per session shall be provided through face to face counselling, and the recommendation of more than six sessions/ extension will be from the case manager informing EHW practitioners. The securing of more than six sessions/ extension of counselling services will be upon approval from EHWP and authorization from the Manager (Director HRM).

### 2.7. Critical Incident Stress Debriefing

2.7.1. A Critical Incident service – offering prompt and professional trauma debriefing and counselling services to employees and family members exposed to traumatic incidents. The intervention is required to assist employees who are exposed to traumatic incident in the performance of their duties or outside official hours.



- 2.7.2. The service provider shall therefore have sufficient capacity to respond to trauma within twenty-four (24) hours after the traumatic incident and facilitate professional formal debriefing to affected employees when called.
- 2.7.3. Trauma debriefing shall be conducted by a trained and experienced professional counselor(s).
- 2.7.4. Trauma debriefing shall either be offered to groups or individuals at the workplace or at their homes where necessary (home visit will be directly referred by EHWP) in Accordance to their psychological needs. The length of trauma debriefing session shall be offered according to the needs of the employees irrespective of time, it can be more than an hour per session.

## **2.8. Group Trauma Management and Grief Counselling**

- 2.8.1. Private and confidential group stress trauma debriefing and or grief counseling or emotional support shall be arranged for employees affected by bereavement and or working in high risk units that would frequently expose employees to cumulative trauma and stress.
- 2.8.2. The service provider shall therefore be able to provide professional counsellors to facilitate, onsite stress trauma group sessions as arranged and referred by the internal unit.

## **2.9. Proactive Wellness Services**

- 2.9.1. EHWP to provide stakeholders with calendar of events for conducting interactive sessions, awareness through articles and posters. (topic specific according to the EHW Calendar of events). Electronic advisory services – Access to a comprehensive Electronic Wellness Programme. The programme includes an integrated suite of email and web-based health management applications including interactive disease management tools; a selection of health and wellness information; a medical encyclopedia; quizzes, and as well as personalized information on a range of employee



wellbeing related topic such as stress management, substance abuse, and trauma management. Printable resources.

2.9.2. Service provider shall provide comprehensive trainings well-being related according to EHWP pillars namely HIV/AIDS, STI and TB pillar activities, Health and Productivity pillar activities and Wellness pillar activities including SHERQ pillar activities and Gender, Disability, Youth (GDY) pillar activities according DPSA EHWP strategic framework. Well-being related EHWP pillars presentations of interactive and experiential work-sessions / workshops / training sessions that includes role plays and discussion groups in the following topics but not limited to:

- Psychosocial/Emotional impact assessment
- Anxiety and Depression
- Basic Counselling
- Building Positive Relationships
- Addiction to Social Media
- Conflict Management
- Couple Relationships
- Critical Incident Stress Management
- Dealing with Chronic Diseases
- Facilitating a Peer Education Intervention
- Financial Wellness
- Good Workplace Behaviour
- Health and Wellness
- HIV/AIDS, STI, Sexuality and TB Awareness and Prevention
- Importance of a Will
- Improving Work Relations
- Interpersonal Relationships at Work
- Life Skills
- Loss and Resilience
- Managing Stress through Mindfulness
- Managing Workplace Stress



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Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

- Men's Health
- Mental Health
- Motivation for Success
- Parenting Skills
- Resilience
- Stress and Resilience
- Stress Mastery
- Substance Abuse
- Taming Conflict
- Trauma and Debriefing
- Understanding Retirement
- Women's Health
- Work Life Balance
- Workplace Stress
- Workplace bullying
- Change management
- Breaking down various stereotypes
- Diversity training
- Managers and supervisors training
- Disability management training such as breaking down various stereotypes and empowerment.

2.9.3. The posters, articles, trainings and workshops costs should be covered in the overall bill to be awarded, trainings and workshops to be billed per service/upon utilization from the amount awarded pool.

2.9.4. Wellness champs training to be facilitated by EHWP Team on an annual basis.

2.9.5. The process of rendering proactive wellness services shall be initiated by EHW unit



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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

2.10.1. The service provider should ensure that the Holistic departmental programme activities are provided upon request including in the event of any Disaster Management or any Pandemic outbreak, services should be inclusive of Medical Nurses to be onsite to administer screening services e.g. COVID 19 screening. Furthermore, should have counsellors for group, individual and family counselling sessions. Fee charged for this services should come from the overall pool of the bid.

### 2.11. Life Management Services (scope)

2.11.1. The service must include, but not limited to, legal advice and financial advice matters.

2.11.2. The service provider should provide employees with professional, practical and detailed information on a broad range of legal and financial matters including advice and guidance.

2.11.3. The above matters should also include Wills and estate planning.

### 2.12. Executive Wellness Programme (Scope)

2.12.1. The service provider shall provide executive wellness programme to assist the Department to identify and manage the health and wellness risks associated with illness, psychological and work performance impairment to executives. (some examinations would be billed by the employer and others by medical aids) The executive wellness programme costs should be covered in the overall bill to be awarded and billed per service/ upon utilization from the amount awarded pool.

### 2.13. Psychosocial Services: Referral for Rehabilitation and Further Specialized Interventions

2.13.1. Employees needing specialized intervention as recommended by the service provider from the initial counselling phase services such as psychiatric evaluations, admission for psychological and substance rehabilitation amongst other specialization, these





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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

services are to be part of the contract that is forming part of inclusive package where by employees are able to be directly referred to the next line of intervention.

2.13.2. This will help in the prevention of further delay in the time of need for admission or assessment.

2.13.3. The invoice billed should come inclusive in the total amount billed for the contract to eliminate financial implications to the department according to the policy, of having to outsource outside of the contract which is already existing. The referral process will be simplified.

2.13.4. The ideal here is to have a referral system that is time efficient, and costs covered in the overall bill to be awarded. Referral can be done with provision of relevant supporting document, that consist of the professional report, to be analyzed by EHWP and obtain authorization from the Manager (Director HRM). The costs should be covered in the overall bill to be awarded and billed per service/ upon utilization from the amount awarded pool.

2.13.5. The service provider should liaise with EHWP when securing rehabilitation admission and upon approval from EHWP and authorization from the Manager (Director HRM).

2.13.6. Specialized psychosocial intervention needed include the following:

- Psychiatric assessment
- Mental rehabilitation (out/in hospital/clinic treatment for 21 days or more)
- Substance abuse rehabilitation (out/in hospital/clinic treatment for 21 days or more)
- Occupational therapist
- Clinical and counselling psychologist
- Physiotherapist

### 2.14. Marketing and Promotion

2.14.1. The service provider to provide dual branded promotional material to the department, will be utilized as part of marketing and communication strategy.

2.14.2. Dual branded packs wallet cards, both logos should be visible on the cards.



they must be in line with the departments communication policy, service provider to be in consultation with The departments communication Unit.

2.14.3. All communication material from the service provider must be user friendly and be accommodative of the material used by the department e.g. if sound bites are to be sent they should be receptive and accessible to the IT software used by our departmental IT. This is to ensure that all employees will have access to all formats of electronic information provided by the service provider. User guides material to be provided to EHWP professionals.

## 2.15. Professional Report

2.15.1. Upon every employee that is seen through the service provider the Employee Health and Wellness Team is comprising of professionals in the helping profession as per their registration with the SACSSP/HPCSA. Feedback in the format of professional report will be required for both individual and group sessions to be presented to the EHWP professionals by the case managers. Information provided through the feedback report should be sound with direct guides on recommendations needed, specific on the type of diagnosis and intervention required. Taking in consideration of POPIA act and confidentiality principles.

## 3. SPECIAL CONDITIONS

### 3.1. Reporting Requirements

3.1.1. The service provider shall provide signed monthly, quarterly and annual reports to management and EHWP team with a comprehensive, accurate analysis and interpretations of the trends and problem profiles and possible interventions within 7 working days from the end of the month, quarter or year to which the report relates.

3.1.2. These reports must at all times be in a format prescribed by the



## employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

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### 3.4. Time Frames

- 3.4.1. The provision of the service provider shall be for the period of 3 years.
- 3.4.2. The General Conditions of Contract (GCC) and the Service Level Agreement will STRICTLY apply in the case of failure to comply with conditions and delayed execution.

## 4. INSTITUTIONAL ARRANGEMENT AND EXPECTATIONS OF THE BIDDER IN THIS REGARDS

- 4.1.1. The successful bidder/s will be expected to submit a detailed project plan that will outline how employee health and wellness programme will be implemented in all the provinces.
- 4.1.2. The successful Bidder/s will be expected to work closely with the employee health and wellness unit, and have quarterly review meetings with the EHW Forum (consisting of EHW units at HQ; CF; and UIF).
- 4.1.3. The successful bidder/s will be expected to have a detailed/national foot print of professionals/affiliates to reach employees of the Department in all offices spread across the country.
- 4.1.4. Prospective bidder/s are expected to submit CV's of all registered counselors; psychologists; and/or social workers in all Provinces with proof of registration with professional bodies such as SACSSP; or HPCSA).
- 4.1.5. The successful bidder/s is expected to have a functional call Centre. On-site visits will be conducted during any stage of the evaluation for verification.
- 4.1.6. Bidder/s must submit proven previous 3-5 years' excellence in a similar project.
- 4.1.7. Prospective bidders must include a detailed communication and marketing plan to promote utilization of the service for a period of 3 years.



## employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

### 5. EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description
Stage 1	Administration pre-qualification verification
Stage 2	Compliance Verification
Stage 3	Functional Evaluation
Stage 4	80/20 the price & Specific Goals

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

### ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder must comply with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (2) If the bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department is unable to verify whether the pre-qualification requirements are met, then the Department reserves the right to –
  - (a) Reject the bid and not evaluate it, or
  - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

### ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
  - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;
  - (b) in the correct format as one original document, two copies and an electronic copy in PDF format (non-erasable media to be used). *Any variance between artefacts will result in disqualification.*



## employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

- (2) **Attendance at compulsory briefing session:** All bidders are required to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document. Certificate. Failure to do so will invalidate your bid.
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD) and provide summary report that has a compliant TAX status and valid banking details..
- (4) The total Bidding price must be written correctly and in full on all required SBD forms as well as the proposal/quotation.
- (5) The price of the bid will be firm for the duration of the contract, as indicated on SBD 3.3
- (6) All Standard Bidding Documents forms submitted with the bid must be completed in full and signed. Failure to do so may invalidate the bid.
- (7) Certified ID copies of Company Members and Shareholders, at the point of submission, failure to submit will result in the disqualification of the bidder.
- (8) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.
- (9) If required as a condition for the bid, the sub-contracting agreement signed by both parties must be attached. The agreement must clearly state the percentage sub-contracted as per the conditions of the bid.
- (10) All company registration documents for the sub-contractor must be submitted.
- (11) Bidder/s must comply with basic Labour Relations Act/s, E.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA.
- (12) Bidders may be requested to submit both valid COIDA Certificate.
- (13) **NO** late bids shall be accepted.
- (14) Please note that any enquiries must be directed via e-mail or telephone and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 days before the closing date.
- (15) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.
- (16) Bids should be held valid for a period of 90 days.



## employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

- (17) The Department of Employment and Labour reserves the right to, at any given time, request additional information for clarification purposes during the evaluation process of this bid of which such information must then be submit within 3-5 working days.
- (18) The department adopts a per capita pricing model (capitated) for rendering of the core wellness services to 9977 employees that will cover R10 000 000 for about three years.
- (19) The service providers are required to submit two (2) different quotations based on the following pricing models. The Service provider should indicate price escalations as per the CPI inflation rate for year 1, year 2, and year 3. (The bid price will remain firm for the duration of the contract as indicated on point No 5 above).

### 6. TECHNICAL MANDATORY, FUNCTIONALITY AND PROOF OF CONCEPT REQUIREMENTS

#### 6.1. Pre-Qualification Criteria: Technical, Mandatory Evaluation

##### 6.1.1. Instructions

- (1) The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which will be regarded as: "NOT COMPLY".
- (2) The bidder must provide a unique reference number (e.g. bidder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, the Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY"
- (3) The bidder must complete the declaration of compliance as per section below by marking an "X" either COMPLY, OR "NOT COMPLY" with all of the technical mandatory requirements, failing which will be regarded as "NOT COMPLY"
- (4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for their bid to proceed to the next stage of the evaluation.



### DECLARATION OF COMPLIANCE

The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that –

- (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 4.2.1 ; AND
- (b) Each and every requirement specification is substantiated by evidence as proof of compliance.

TECHNICAL MANDATORY REQUIREMENTS	COMPLY (mark with an "X")	NOT COMPLY (mark with an "X")	Evidence reference (to be completed by bidder)
All documents as per the Pre-Qualification requirements			
All evidence required as per the Functionality Criteria			

#### 7.1 FUNCTIONALITY

- Bids invited on the basis of the functionality as a criterion must be evaluated in two stages
- First functionality must be assessed and thereafter in accordance with the 80/20 preference point systems.
- Only bids that achieve the minimum qualifying score of 70% for functionality will be evaluated further in accordance with the 80/20 preferences point systems.

**NB:** (Bidders should score 70/100 points or more in order to qualify to move to the second phase of evaluation)

#### Functionality

All proposals will be evaluation on the criteria provided below. The proposal of all service providers will be rated on the scale of 1 to 5.

1. Unacceptable, does not meet set criteria
2. Weak, less than acceptable. Not sufficient for performance requirements.
3. Satisfactory should be adequate for stated element.
4. Very good, above average compliance to the requirements.





## employment & labour

Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

5. Exceptional mastery of the requirements should ensure extremely effective performance.

No	Criteria Functionality Evaluation Criteria	Scoring	Weight
1.	Company Experience		
1.1	<ul style="list-style-type: none"> <li>The service provider should have at least five (5) years of experience in Employee Health and Wellness Environment (public and private sector)</li> </ul>	10= 5 or more years 8 = (4) years 6 = (3) years 4 = (2) years 2 = (1 years) 0= (No relevant or required experience demonstrated )	10
1.2	<b>Proven Record</b> List of three (3) or more similar projects than were executed in a time period, in the past five years as per the scope of work section 3 and section 4 The list must mention the following: <ul style="list-style-type: none"> <li>Contract Description</li> <li>Duration of the contract</li> <li>Amount</li> <li>Contact Number</li> <li>Contact Person</li> </ul>	5 = 5 or more projects 4 = 4 projects 3 = 3 projects 2 = 2 projects 1 = 1 project 0= No similar project	5



# employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

No	Criteria Functionality Evaluation Criteria	Scoring	Weight
2.	Management Experience		
2.1	<b>Accounts Manager</b> <ul style="list-style-type: none"> <li>A bachelor's degree in psychology and/or Counselling Psychology/ and or Clinical Psychology or bachelor's degree in social work.</li> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	5 = Bachelor's Degree and above 0= below Bachelor's Degree	5
2.2	<ul style="list-style-type: none"> <li>Five (5) years' experience in Health and Wellness Management.</li> </ul>	5= 5 or more years 4= (4) years 3 = (3) years 2 = (2) years 1 = (1 years) 0= (No relevant or required experience demonstrated )	5



## employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

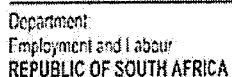
No	Criteria Functionality Evaluation Criteria	Scoring	Weight
2.3	<b>Medical Doctor</b> <ul style="list-style-type: none"> <li>• MBCHB and a Post Graduate Diploma/Certificate in Occupational Health.</li> <li>• All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	10 = MBCHB plus a postgraduate Diploma in Occupational Health 8 = MBCHB plus a post graduate Certificate in Occupational Health 6 = MBCHB only 4 = Diploma in Occupational Health 2 = Certificate in Occupational Health 0= No qualification submitted	10
2.4	<ul style="list-style-type: none"> <li>• Five or more years' experience as a practising doctor. An experience in occupational health with be advantage.</li> </ul>	5 = 5 or more years 4 = (4) years 3 = (3) years 2 = (2) years 1 = (1 years) 0= ( No relevant or required experience demonstrated )	5
2.5	<b>Professional Nurse</b> <ul style="list-style-type: none"> <li>• A qualification as a professional nurse (Diploma in Nursing with Primary Health Care).</li> <li>• All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	10 = Diploma in Nursing with Primary Health Care 0= below Diploma in Nursing with Primary Health Care	10



# employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

No	Criteria Functionality Evaluation Criteria	Scoring		Weight
2.6	5 or more years' experience in nursing, experience in Primary Health Care.	5 = 5 or more years 4 = (4) years 3 = (3) years 2 = (2) years 1 = (1) years 0=(No relevant or required experience demonstrated )		5
2.7	Proof that the following EHWP team members are either employed/ contracted through associates Networks: <ul style="list-style-type: none"> <li>• Social Workers</li> <li>• Psychologists</li> <li>• Counsellors</li> <li>• Legal and Financial advisors</li> </ul> (The bidder will be expected to work with other financial and legal advisors)  Confirm accessibility of the team 24/7 365 days and proficiency in all South African Languages	20 Excellent Consist of all 5 required member's proficiency in all languages and available 24/7 and 365 days. 15= Very Good Consist of 4 required member's proficiency in all languages and available 24/7 and 365 days. 10= Good Consist of 3 required member's proficiency in all languages and available 24/7 and 365 days. 5= Average Consist of 2 required member's proficiency in all languages and available 24/7 and 365 days. 0= Poor Consist of 1 or no required member's proficiency in all languages and available 24/7 and 365 days.	Consist of all 5	20



No	Criteria Functionality Evaluation Criteria	Scoring	Weight
2.8	Provide proof of footprint presence in all nine provinces and in the form of Affiliates/Associates/Networks	10= Affiliates/Associates/Networks in all 9 provinces. 8= Affiliates/Associates/Networks in 7-8 provinces 6= Affiliates/Associates/Networks in 5-6 provinces 4= Affiliates/Associates/Networks in 3-4 provinces 2= Affiliates/Associates/Networks 1-2 provinces 0= no affiliates/Associates/Networks in provinces	10
2.9	<p>Ability to provide executive wellness which are not limited to:-</p> <ul style="list-style-type: none"> <li>• General Medical.</li> <li>• Functional Wellness Assessment</li> <li>• Brain Performance.</li> <li>• Pathology</li> <li>• Functional Muscle Movement and Muscle Activation</li> <li>• Nutrition</li> <li>• Health Coaching</li> </ul>	<p>5= Excellent 4= Very Good 3= Good 2= Average 1= Poor 0=No demonstrated/submitted</p>	<p>5</p> <p>information</p>



## employment & labour

Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

No	Criteria Functionality Evaluation Criteria	Scoring		Weight
2.10	Demonstrate the ability to provide marketing and communication materials, education and training or preventative programmes <ul style="list-style-type: none"> <li>• booklets,</li> <li>• pamphlets,</li> <li>• newsletters etc.</li> </ul>	10= Excellent 8= Very Good 6= Good 4= Average 2= Poor 0=No demonstrated/submitted	information	10
2.12	Total			100
2.13	Minimum Threshold			70%

### Stage 4: Price and Specific goal

80 is for Price

20 is for Specific goal



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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

## 8. SPECIFIC GOALS

Specific goal	Points
<b>Creation of new jobs or the intensification of Labour absorption:</b> 10 points will be equal to creation of 50 or more jobs in the last 5 years 8 points will be equal to creation of 40 or more jobs in the last 5 years 6 points will be equal to creation of 30 or more jobs in the last 5 years 4 points will be equal to creation of 20 or more jobs in the last 5 years 2 points will be equal to creation of 10 or more jobs in the last 5 years	10
<b>Percentage owned by women</b> 5 points will be equal to 100% ownership <i>(Points will be allocated based on the % of ownership to the company)</i>	5
<b>Historically Disadvantaged Individual</b> 5 points will be equal to 100% ownership <i>(Points will be allocated based on the % of ownership to the company)</i>	5
<b>Total</b>	20



### **Mandatory Requirements**

- (1) Bidders to provide a detailed national footprint of professionals to ensure that services are accessible to departmental employees.
- (2) Bidders are to submit proof of professional registration of the company /entity and also of the professionals or affiliates that will render the services with relevant professional bodies such as the HPCSA and or SACSSP.

### **OTHER CONDITIONS**

- Any proposal received in response to this bid remain the property of the Department of Employment and Labour.
- Please note that any enquiries must be directed via e-mail or telephone and will only be responded to at the compulsory briefing session and thereafter only by email of which the response will be copied to all other bidders.
- When submitting invoices, the designation and professional registration number of the professional who conducted the screening will be required.
- The Department reserves the right to-
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.
  - (c) Right to Audit: before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- The Department of Employment and Labour reserves the right to award to one or more service providers or not to award the bid at all.
- The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract form (SBD 7).





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Department  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

NB: !!!

Please note: Attendance of the briefing is compulsory and bids of prospective bidders who do not attend the briefing will be disqualified in the adjudication of the bid. The compulsory briefing session will be held as follows:

DATE: 09-March-2023 at 10h00

VENUE: Microsoft Teams Meeting (link is attached)

Signature D.D: EHWP & GDY

24/2/2023

Date

**CONTACT DETAILS**

HQtenders@labour.gov.za

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: LAB 03/2022

CLOSING TIME 11:00 ..... CLOSING DATE: 30 March 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	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.....	.....
5.	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.....	

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

Bid No.: .....

Name of Bidder: .....

- 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.

\*YES/NO

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

- a) The applicable preference point system for this tender is the 90/20 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p><b>Creation of new jobs or the intensification of Labour absorption:</b></p> <p>10 points will be equal to creation of 50 or more jobs in the last 5 years</p> <p>8 points will be equal to creation of 40 or more jobs in the last 5 years</p> <p>6 points will be equal to creation of 30 or more jobs in the last 5 years</p> <p>4 points will be equal to creation of 20 or more jobs in the last 5 years</p> <p>2 points will be equal to creation of 10 or more jobs in the last 5 years</p>		10		
<b>Percentage owned by women</b>		5		

5 points will be equal to 100% ownership  <i>(Points will be allocated based on the % of ownership to the company)</i>				
<b>Historically Disadvantaged Individual</b>  5 points will be equal to 100% ownership  <i>(Points will be allocated based on the % of ownership to the company)</i>		5		
		TOTAL 20		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

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# **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.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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



2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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|------------------------------------|--|
| 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            | <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</li> <li>(b) a cashier's or certified cheque.</li> </ul> <p>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.</p>   |
| 8. Inspections, tests and analyses | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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.</p> <p>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.</p> |

	<p>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.</p> <p>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.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

**13. Incidental services**

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

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

	<p>unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p>

	<p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <p>(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;</p>

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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



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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to



	<p>commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p>

- 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.

Revised-GCC