



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA  
SUPPLY CHAIN MANAGEMENT

**BID DOCUMENT**

Description	:	Appointment of the employee health and wellness service provider for a period of three years
Bid Number	:	PO 2018/19: 003
Closing date	:	09 April 2019
Bid Validity Period	:	150 Days

NB! Bidders must ensure that they have received all pages of this documentation. The documents are sectioned as follows:

- Standard Bidding Documents
- Special Conditions of Contract (specification or terms of reference)
- Briefing session attendance certificate
- General Conditions of Contract

Standard Bidding Documents (SBD) forms and other forms MUST be fully completed with a black ink only, and not to be re-typed. Where the cancellation is made, the bidder must sign. The use of tipex or related material is also not allowed. Failure to this will result in the bid/proposal disqualified/invalidated

Bidders must submit original, disc and additional 1 copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>			
BID NUMBER:	PO 2018/19: 003	CLOSING DATE: 09 APRIL 2019	CLOSING TIME: 11:00
DESCRIPTION	APPOINTMENT OF THE EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER FOR A PERIOD OF THREE YEARS		
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>			
UNION BUILDINGS			
GOVERNMENT AVENUE			
ARCADIA			
PRETORIA			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	MADIRA SELOMO / OUPA KEKANA	CONTACT PERSON	MUMSY MAAKE
TELEPHONE NUMBER	012 300 5200 (5951/ 5983)	TELEPHONE NUMBER	012 300 5749
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	tenders@presidency.gov.za	E-MAIL ADDRESS	MumSyM@presidency.gov.za
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: <b>PO 2018/19: 003</b>
CLOSING TIME <b>11:00</b>	CLOSING DATE <b>09 APRIL 2019</b>

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

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

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? \*YES/NO
- 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. ....  
.....  
.....  
.....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

**Contact persons:**

- Ms Madira Selomo (012) 300 5200 (5951)
- Mr Oupa Kekana (012 )300 5200 (5983)
- Email: [tenders@presidency.gov.za](mailto:tenders@presidency.gov.za)

Or for technical information –

**Contact person:**

- Ms Mumsy Maake (012) 300 5749

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**





**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an

invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price calculated on the following formula in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

(a) disqualify the person from the bidding process;

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



**THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA  
SUPPLY CHAIN MANAGEMENT**

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**SPECIFICATION OR TERMS OF REFERENCE FOR THE APPOINTMENT OF THE  
EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER FOR A PERIOD OF THREE  
YEARS.**

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**1. PURPOSE**

The Presidency is inviting suitable and competent service providers to submit proposals to render Employee Health and Wellness services for a period of three (3) years.

**2. BACKGROUND**

- 2.1 The Presidency Employee Health and Wellness Programme is an integrated approach that recognises the importance of linking individual health, safety, environmental sustainability, quality management and wellness of employees and their dependants, as well as organisational wellness for productivity and improved service delivery outcomes in the Department.
- 2.2 The Programme is aligned to the Employee Health and Wellness Strategic Framework for the Public Service. The Strategic Framework informs a holistic approach to employee health, wellness and productivity with key focus on the management & implementation of the four pillars of the Strategic Framework. This is effectively achieved through the implementation of critical common strategic interventions in priority areas of:
- HIV&AIDS, STI and TB Management Policy;
  - Health and Productivity Management Policy;
  - Safety, Health, Environment, Risk and Quality Management (SHERQ); and
  - Wellness Management Policy for the Public Service
- 2.3 In implementing the four pillars within the Department, the Employee Health and Wellness Unit, has decided to solicit the services of a professional external

service provider to render comprehensive employee health and wellness services.

### **3. SCOPE AND EXTENT OF WORK**

The enlisted service provider will assist to complement, through a Service Level Agreement (SLA), the service offerings currently provided by the Employee Health and Wellness Unit.

The scope and the extent of the work will encompass services listed on paragraph four (4) and five (5) below. The service is required for all employees of The Presidency. The total number of employees with The Presidency is 550, and 57 of the total number are senior managers and executives.

### **4. DELIVERABLE AND OUTPUTS**

The following are key deliverables of this project and shall be incorporated into the service level agreement.

#### **4.1 SERVICES TO INDIVIDUAL EMPLOYEES**

- 4.1.1 A dedicated 24 hour professional line services/call centre, preferably in 11 official languages for employees and their dependants via an SMS , “please call me”, e-mail and toll free access covering information, therapeutic assistance and support on extensive range of psychological, social and wellbeing related issues.
- 4.1.2 Face-to-face counselling services up to 6 sessions per employee and dependants/immediate family members per case.
- 4.1.3 Onsite counselling.
- 4.1.4 Trauma counselling, personal and financial skills (advice, and debt and remedial counselling).
- 4.1.5 Referral to external service providers.
- 4.1.6 On-site psychologist/clinical social worker four (4) times per month for Pretoria office, twice (2) per month for the Cape Town office and Durban office (When the need arises).

#### **4.2 SERVICES TO SUPERVISORS AND MANAGERS/SENIOR MANAGERS**

- 4.2.1 Supervisors/ managerial consultations, including training and coaching.
- 4.2.2 Targeted proactive interventions as per recommendations on the reports such as annual health risk assessment.
- 4.2.3 Senior managers (Directors and above) care, which include physical assessment to evaluate health/risk profile and lifestyle programmes for ergonomics, fitness, diet & nutrition.
- 4.2.4 In addition to the above, SMS members will be entitled to all other services.



### **4.3 SERVICES TO THE PRESIDENCY**

- 4.3.1 Annual Integrated Health Risk Assessment (Risk of infectious diseases & other OHS risks).
- 4.3.2 Health and Wellness Days.
- 4.3.3 Implementation of the HIV counselling and testing (HCT) Campaign and reporting on all the indicators on a quarterly basis, including treatment adherence/support for HIV&AIDS and TB in the workplace.
- 4.3.4 Absenteeism management consultancy in a form of a health and productivity management
- 4.3.5 . Provide preventative services in the form of stress management; alcohol and substance abuse sessions; marriage enrichment; personal financial management; preparation for retirement.
- 4.3.6 Communication and marketing of EHW services.
- 4.3.7 Traumatic and critical incident services provided within 48 hours.
- 4.3.8 Group interventions, such as therapy, counselling, group dynamics/enrichment, coaching, interpersonal skills; time management; diversity/team dynamics, behavioural change.
- 4.3.9 E-care services or on-line wellbeing linked to The Presidency intranet.
- 4.3.10 Health and wellness education articles and messaging relevant for the employees as individuals and as a collective.

### **4.4 ADMINISTRATIVE SERVICE**

- 4.4.1 Program structure and design.
- 4.4.2 Assistance with Policy and Strategy reviews e.g. Employee Health and Wellness Strategy, Policy development & review of operational plans.
- 4.4.3 HIV&AIDS Policy, Wellness Management Policy as well as Health and Productive Policy.
- 4.4.4 Development of the Annual Plan
- 4.4.5 Quality improvement, evaluation, and reporting.

### **5. EXPERIENCE AND CREDENTIALS**

- 5.1 The service provider should have proven experience in providing a high-impact EHW offering within the public sector in line with the EHW Strategic Framework for the Public Service.
- 5.2 Employees of the service provider must possess a minimum of a Bachelor's Degree or post – graduate Diploma in a combination of the following areas:
  - a) Clinician (Social Work/Psychology/Counselling/Industrial Psychology);
  - b) Legal;

- c) Financial; and
  - d) Medicine and/or health related fields
- 5.3 Over and above the abovementioned qualifications, employees of the appointed service provider must have two years or more experience as well as knowledge, skills and expertise in the following areas:
- a) Employee Wellness Programme (EWP), Bereavement, Trauma facilitation, Coaching, Occupational health & safety, Early intervention, Career guidance, Child care, relationships related issues, Parental guidance, Mental health, , Assessments, Adolescents, Groups, Custody, Maintenance, Adoptions, Substance abuse, Psychiatric, Parenting, Women's and men's health, HIV&AIDS.
  - b) Legal advice: Criminal, civil; contracts, property purchasing, selling, managing, leasing, borrowing of property e.g. house or car, taxation, legal consequences on financial management, Family (divorce, custody, maintenance, marital regime, customary marriages, adoption etc.), Succession (wills, estates, beneficiaries), Consumer, Third party claims.
  - c) Financial advice: debt management, financial literacy/education, formal debt counselling; insurance, pension and retirement.
  - d) Wellness advice: Diet, Fitness.
  - e) Medical management of disease(s).
  - f) Life management consultancy.
- 5.4 The employees of the service provider must be registered with the relevant Regulatory or Professional Bodies, e.g. Health Professions Councils (HPCSA) for psychologists and medical professionals, South African Council for Social Service Professions (SACSSP) for social workers, Attorneys in private practice (Law Society of South Africa).
- 5.5 The skills professional workforce should be mixed – racial ration also balanced and have national footprint.
- 5.6 In addition to the information requested, bidders must provide:
- 5.6.1 Detailed information of experience in providing a service of this nature.
  - 5.6.2 Examples of services currently or previously rendered in this regard. This must be supported by a comprehensive client list.
  - 5.6.3 Service Providers must have proven experience in providing EHW services within the Public Sector as indicated in paragraph 5.1. Service Providers must submit

reference letters and contact information of at least three clients for whom similar services have been rendered in the last three years.

- 5.6.4 Bidders will also have to assign a dedicated project leader to manage the project, team and resources; as well as to provide detailed resumes (CV's) of team members which incorporates experience and expertise gained in line with paragraph 6.3 below.

## 6. PROJECT MANAGEMENT

- 6.1 The appointed service provider will be expected to provide progress reports on overall implementation on a monthly basis and to attend quarterly steering committee meetings, where progress as well as challenges will be discussed for the duration of the contract.
- 6.2 The service provider will designate one member of its team as a Project Manager/client relationship manager, who will be the single point of contact on a regular basis.

## 7. PERIOD OF CONTRACT

- 7.1 The successful service provider will be appointed for 3 years based on satisfactory performance in line with the Service Level Agreement (SLA).
- 7.2 The terms and conditions of the CONTRACT shall apply for the duration of the contract, beginning on the date of this assignment, or the actual date of commencement of the work whichever is earlier, and the completion date as indicated in the contract.

## 8. PRICING

The price breakdown for the EHW services must include the following and must be attached as an ANNEXURE to the bid:

- 8.1 Total cost for the project that indicates a budget with a break-down of all the deliverables **per item**, to be incurred for the contracted period as per the following pricing model guideline to be read in conjunction with *paragraph 4* above:

No.	Services	Fee (incl. VAT)
1.	Provision of a multi-lingual 24 hour call centre (Toll-free) service, including "please call me" and face to face counselling,	

No.	Services	Fee (incl. VAT)
2.	Provide face to face counselling, including employees dependants, on-site or offsite & referral to external service providers	
3.	Provide critical incident stress debriefing/trauma management service within 48 hours.	
	Offer face to face/Walk-ins on-site counselling for Pretoria, Cape Town & Durban offices.	
5.	Service to include supervisors/line managers consultations, training and coaching	
6.	To offer services for senior managers focusing on physical assessment and lifestyle programmes	
7.	To conduct an Integrated Health Risk Assessment per financial year, including targeted proactive interventions	
8.	To provide absenteeism management consultancy (health & productivity management reports)	
9.	To facilitate Health and wellness days, including HIV testing campaigns	
10.	To assist in communication and marketing of EHW services	
11.	To provide Life management/Preventative services (stress management; alcohol and substance abuse; marriage enrichment; personal financial management; preparation for retirement).	
12.	To provide E-care/online wellness service	
13.	To facilitate Group interventions	
14.	To facilitate Training and coaching interventions	
15.	To provide Health and wellness educational articles	
16.	To develop and or review the EHW strategy, policies, and operational plans.	
17.	To provide an Account/client relationship Manager	
18.	To produce <b>monthly</b> , Quarterly and annual reports	
19.	To conduct a Quality assurance (client	

No.	Services	Fee (incl. VAT)
	satisfaction survey), <b>once per year</b>	
20.	To conduct EHW orientation and induction services for all the offices	

## 8.2 VALUE ADDED SERVICES

Apart from the bid requirements and deliverables, bidders must clearly indicate additional resources or expertise in their possession that will add value to the project, and how these will benefit The Presidency. There should be no costing for value added services.

## 9. LEGISLATIVE FRAMEWORK

Bids will be evaluated in accordance with Supply Chain Management (SCM) legislations and other legislations applicable to this bid which shall include the following:

- 9.1 The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Based Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid and regulations issued in 2011
- 9.2 Preferential Procurement Policy Framework Act, 2000: Preferential Regulations 2017.
- 9.3 In accordance with this Act, submission will be adjudicated on the 80/20 point System and the B-BBEE codes of good practice as gazetted. Price will make up to a maximum of 80 points, and B-BBEE contributor level will be allocated up to a maximum of 20 points.
- 9.4 The principles and values enshrined in Public Finance Management Act, Act 1 of 1999
- 9.5 The conditions and provisions of Protection of Personnel Information Act, Act 4 of 2013

## 10. SPECIAL CONDITIONS OF THE BID

- 10.1 Ensure that the human resources deployed to this project have the necessary knowledge, skills, experience and capacity to successfully undertake the deliverables as indicated in paragraph 4 and 5 together with its associated sub-paragraph.
- 10.2 Ensure that all resources are managed directly by the service provider and report to the Employee Health and Wellness Unit.

- 10.3 The duration of the project is three years (3) years and will be based on specific milestones that must be achieved within this period.
- 10.4 The successful service provider/bidder will have to enter into a service level agreement (SLA) or special conditions of contract with The Presidency.
- 10.5 The Presidency reserves the right not to award this bid.
- 10.6 The Presidency upholds the values and principles of equal opportunity and affirmative action. It requires the same commitment from those who wish to provide services to The Presidency. It should be noted that preference will be given to those proposals from persons or service providers who were previously disadvantaged, and who are demonstrating an ability to transfer skills and the composition of the staff complement is representative to the demographics of this country.
- 10.7 The service provider (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract must be prepared to go through the required process of security clearance and background checks prior to appointment.
- 10.8 Suppliers/Service Providers are requested to submit the B-BBEE accreditation certificates from reputable service providers accredited by SANAS (check [sanas.co.za](http://sanas.co.za)); failing which the BEE points claimed will be forfeited.
- 10.9 The bid will be awarded to the highest scoring bidder and will be required to enter into Service Level Agreement or Contract with The Presidency. The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period.
- 10.10 The potential service provider may use qualified subcontractors and these should not exceed 30% of the value (cost) of the project. The appointed service provider, however, remains the sole responsible agent.
- 10.11 Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.
- 10.12 Pricing schedule must be attached as Annexure. It **MUST** be per item and completed fully with a black ink. Failure to do so will result in the bid/proposal disqualified/invalidated.
- 10.13 **Standard Bidding Documents (SBD) forms** and other forms **MUST** be fully completed with a black ink only, and not to be re-typed. Where the cancellation is

made, it must be signed. The use of tipex or related material is also not allowed. Failure to do so will result in the bid/proposal disqualified/invalidated.

10.14 Bidders **must** submit original, disc and additional 1 copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated.

10.15 Payment will be made within 30 days after invoice is received, upon delivery of the service to the satisfaction as per the criteria and quality determined by The Presidency.

10.16 The award of this bid will be subject to positive security screening of all staff members to be deployed by the successful bidder to the Presidency. The security screening will be done in accordance with the State Security Agency policies and procedures.

## **11. CLARIFICATIONS AND ADDITIONAL INFORMATION**

The Presidency may request clarification or additional information regarding any aspect of the proposals submitted. Should this be requested, the additional information may be provided at the time of presentation to the Bid Evaluation Committee. Should this be necessary, bidding companies will be notified in advance.

## **12. EVALUATION PROCESS**

All proposals received will be evaluated in accordance with the **80/20** point system as prescribed in the Preferential Procurement Regulation of 2017. The bids shall be evaluated based on the five (5) phase approach.

### **12.1 PHASE 1 – PRE-QUALIFICATION CRITERIA**

During this phase, service providers will be evaluated based on the following criteria:

- Tenderer must be B-BBEE compliant and
- Tenderer must be an EME or QSE, OR Tenderer is sub-contracting a maximum of 30% to an EME or QSE that is at least 51% black owned.

All bidders who meet the above-mentioned criteria will move to the next phase of evaluation which is phase 2.

### **12.2 PHASE 2 – ADMINISTRATIVE COMPLIANCE**

During this phase the standard bid documents and other additional information that is required will be checked. Note that all the required documentation must be

signed by a duly authorised representative of the service provider. The required documentations are as follows:

- a) Signed invitation to bid(SBD1)
- b) Signed pricing schedule – Professional Services (SBD3.3)
- c) Signed declaration of interest (SBD 4)
- d) Signed Preference points claim form (SBD 6.1)
- e) Signed declaration of suppliers past supply chain management practices (SBD 8)
- f) Signed certificate of independent bid determination (SBD 9)
- g) Compulsory briefing session certificates properly signed.
- h) Annex and sign the pricing schedule
- i) Valid BEE level certificate (only if preference points have been claimed)
- j) Names, ID copy and total number of employees
- k) Identification document copies of owner(s)
- l) Company registration, e.g. CK document
- m) Company's profile
- n) Must be registered on **Central Supplier database** and registration report attached

Only suppliers who correctly completed/submitted all the documents will move on to the next phase which is phase 3 of the evaluation criteria.

### 12.3 PHASE 3 –FUNCTIONAL EVALUATION

During this phase, the ability and the capacity of the service providers to execute the project is determined. Service providers are required to submit all required documents to demonstrate the ability and the capacity to execute the project. Proposal will be evaluated according to the evaluation criteria defined below:

Functionality	Weight	
<p><b>COMPOSITION OF TEAM</b></p> <p>Staff Registration with relevant professional bodies, skills, educational and qualifications and experience in similar work environment.</p> <p>Qualifications, Years of experience, registration to professional bodies as required in paragraph 5.2, 5, 3 and 5, 4 respectively.</p>	10	



Functionality	Weight	
<p>Provide a detailed methodology on implementation the four EHW pillars as required by the strategic framework prescribed by the DPSA.</p> <p>Methodology will be evaluated as follows:            One pillar = 10 points; Two pillars = 20 points; Three pillars = 30; Four pillars = 40 points.</p>	40	
<p>Proven experience in providing EHW services within the Public Sector as indicated in paragraph 5.1</p> <p>Evaluation of reference letters as required in paragraph 5.6.3.</p> <p>0 reference letter = 0 point; 1 reference letter = 5 points; 2 reference letters = 10 points; 3 and more reference letters = 15 points</p>	15	
<p>Availability of resources, project Management and capacity to deal with cases timeously:</p> <p>Number of staff to be deployed, experience project managers, distribution of resources for Cape Town, Pretoria and Durban</p>	15	
<b>TOTAL</b>	<b>80</b>	

Proposals that score at least 60 points or more will qualify for Phase 4 of the evaluation which is presentation.

#### 12.4 PHASE 4 – PRESENTATION

Only proposals that scored 60 points on functional evaluation will be invited for presentation by the Bid Evaluation Committee in order to demonstrate the capability to provide the required service. The presentations will be evaluated as follows:

Evaluation Criteria Applicable	Weight	Total
<p>Demonstrate the availability of the resources and the distribution of such resources to The Presidency sites (Cape Town, Pretoria, and Durban)</p> <p><b>The presentation will be evaluated based on:</b></p> <p><b>a) Comprehensiveness, efficacy, alignment to strategic framework prescribed by DPSA, and value added services.</b></p>	10	
<p>Demonstrate proposed methodology in line with the four pillars of the EHW Strategic Framework for the public service that will be utilised in rendering the service and its adequacy.</p> <p><b>The methodology will be evaluated based on:</b></p> <p><b>a) Comprehensiveness, efficacy, alignment to strategic framework prescribed by DPSA, and value added services.</b></p>	10	
<p><b>Total percentages</b></p>	20	

Bidders who score 15 points or more out of 20 points will be considered for the final phase which is price and B-BBEE status level contribution.

**12.5 PHASE 5 - PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION**

The bid will be awarded to the bidder who scored the highest points in terms of price and B-BBEE status level contribution. The evaluation criterion for this phase is as set below:

**12.5.1 PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION**

The preference point system will be applied in this bid as follows:

Criteria applicable	Weight / Points
Price	80
B-BBEE Status Level of Contribution	20
<b>Total</b>	<b>100</b>

The B-BBEE status level of contribution will be in accordance with the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

**The bidder must be tax compliant at the time of award. Where the recommended bidder is not tax compliant, the bidder will be notified in writing and be requested to submit written confirmation of tax compliance status within 7 working days which will be verified via Central Supplier database or eFiling. Failure will results in the bid being rejected.**

**13. INFORMATION REQUIRED**

Bid Evaluation will only be done on the basis of information which is required to be submitted by the service providers. Service providers are therefore requested to submit all required documents.

**14. CONFIDENTIALITY**

- 14.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified in writing that he/she has been awarded the contract.
- 14.2 No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

**15 ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT**

- 15.1 Failure to accept the Special Conditions and General Conditions of the Contract or part thereof may result in bid not being considered.

**THE BIDDER MUST COMPLETE THE FOLLOWING**

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of the company hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

**16 DISCLAIMER**

The Presidency, reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

**17 TERMINATION OF CONTRACT**

- 17.1 The Presidency will enter into a Service Level Agreement (SLA) with the successful service provider, but reserves the right to terminate the agreement if there are reasonable grounds for considering that there is non-compliance or under-performance.

## **18 SUBMISSION OF PROPOSALS**

- 18.1 Completed bid documents should be sealed, clearly marked 'The Presidency' with the correct Bid Number and deposited in the bid/tender box that is accessible 24 hours at, Union Buildings, Government Avenue, Arcadia, Pretoria on or before 09 April 2019 at 11 am.
- 18.2 Deviations from specifications will result in disqualification. So would be late submissions.
- 18.3 Bidders must ensure that they have received all pages of this documentation. Bid documents must be submitted in an original format with a disc and 1 copy.

## **19 COMPULSORY BRIEFING SESSION WILL BE CONDUCTED ON THE 29 March 2019**

### **Physical address:**

The Presidency  
Union Buildings, Government Avenue, Arcadia, Pretoria

Date: 29 March 2019

Time: 10:00

Venue: To be notified at the reception

## **20 ENQUIRIES**

### **For technical enquiries**

#### **Contact person:**

- Ms Mumsy Maake (012) 300 5749

### **For bidding procedures**

#### **Contact persons:**

- Ms Madira Selomo (012) 300 5200 (5951)
- Mr Oupa Kekana (012) 300 5200 (5983)
- Email: [tenders@presidency.gov.za](mailto:tenders@presidency.gov.za)



THE PRESIDENCY

REPUBLIC OF SOUTH AFRICA

SUPPLY CHAIN MANAGEMENT

PO 2018/19:003

**BRIEFING SESSION ATTENDANCE CERTIFICATE**

The briefing session certificate must be signed and stamped by two representatives of the Presidency after the session has been completed. The briefing session certificate must also be signed by the company's bidder/representative. The original signed briefing session certificate must be submitted with bidding document as required in terms of the bid documentation.

Failure to comply with above requirements will invalidate the Bid.

I attend the compulsory briefing session on the date of the **29 March 2019** inserted below:

**NAME OF BIDDER/REPRESENTATIVE:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

-----  
This is to certify that \_\_\_\_\_ of company \_\_\_\_\_

Attended the briefing session on the **29 March 2019** and is/are therefore familiar with the circumstances and the scope of the service to be rendered.

**SIGNED BY SCM / TECHNICAL / SECURITY:**

\_\_\_\_\_  
**SIGNATURE:**                      **NAME OF OFFICIAL**                      **DATE:**

\_\_\_\_\_  
**SIGNATURE:**                      **NAME OF OFFICIAL**                      **DATE:**

\_\_\_\_\_  
**SIGNATURE:**                      **NAME OF OFFICIAL**                      **DATE:**

**THE PRESIDENCY STAMP**

## Annexure A

# 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.

**6.1** The General Conditions of Contract will form part of all bid documents and may not be amended.

**6.2** 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
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## General Conditions of Contract

### 1. Definitions

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

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

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

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

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

**8. Inspections,  
tests and  
analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.