

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DPSA009/2022	CLOSING DATE: 31 JANUARY 2023		CLOSING TIME:11:00	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELLNESS PROGRAMME AND PRIMARY HEALTH CARE SERVICES FOR THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Batho Pele House,					
546 Edmond Street,					
(C/O Hamilton Street),					
Arcadia					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lorraine Masenya / Mmapula Kotsokoane		CONTACT PERSON	Monica Phalane	
TELEPHONE NUMBER	012 336 1126/1389		TELEPHONE NUMBER	012 336 1291	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS			E-MAIL ADDRESS	Monicap@dpsa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION ON THE 17 JANUARY 2023 @10H00; 3RD FLOOR AUDITORIUM; BATHO PELE HOUSE; 546 EDMOND STREET ;(C/O HAMILTON STREET); ARCADIA.

FAILURE TO ATTEND THE BRIEFING SESSION WILL RESULT IN YOUR TENDER/PROPOSAL BEING DISQUALIFIED.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DPSA009/2022
CLOSING TIME 11:00	CLOSING DATE... 31/01/2023

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

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELLNESS PROGRAMME AND PRIMARY HEALTH CARE SERVICES FOR THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 36 MONTHS.

NO 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.....			

Name of Bidder:

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

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.....			

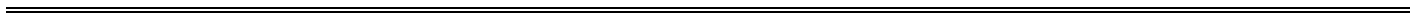
6. Period required for commencement with project after acceptance of bid

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.

.....
.....
.....



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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 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 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000.00 (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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 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-ontractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

purchaser may, in addition to any other remedy it may have –

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

INFORMATION SESSION CERTIFICATE

This is to certify that the company.....
attended a briefing session at **DPSA** @ Third Floor, Auditorium on **17**
January 2023.

Signed for the DPSA

Date

Signed for the Bidder

Date

**NB: THIS CERTIFICATE MUST BE SIGNED BY BOTH PARTIES AND
MUST FORM PART OF THE BID DOCUMENT**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO RENDER EMPLOYEE WELLNESS PROGRAMME AND THE PRIMARY
HEALTH CARE SERVICES FOR THE DEPARTMENT OF PUBLIC SERVICE AND
ADMINISTRATION FOR A PERIOD OF 36 MONTHS.**

GLOSSARY OF TERMS OF ABBREVIATIONS

ABBREVIATION	EXPLANATION
EWP	Employee Wellness Programme
PHCS	Primary Health Care Services
PHC	Primary Health Care
DPASA	Department of Public Service and Administration
EHWSF	Employee Health and Wellness Strategic Framework
SACSSP	South African Council for Social Service Profession
HPCSA	Health Professions Council of South Africa
SANC	South African Nursing Council
PPPFA	Preferential Procurement Policy Framework Act 2000
CIPC	Companies and Intellectual Property Commission
ITP	Internal Transformation Programmes
ToR	Terms of Reference
TSC	Thusong Service Centre

APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELLNESS PROGRAMME AND PRIMARY HEALTH CARE SERVICES TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

1. PURPOSE

The purpose of the Terms of Reference (TOR) is to invite Bids from service providers to render Employee Wellness Programme (EWP) and Primary Health Care Services (PHCS) for a period of thirty-six (36) months to the DPSA employees based at Batho Pele House; Thusong Service Centre at Maponya Mall and Cape Town Office at 120 Plein Street (Parliament).

2. INTRODUCTION AND BACKGROUND

- 2.1. The Employee Health and Wellness Strategic Framework (EHWSF) for the Public Service (2008) recognises the need for workplaces to develop a Wellness Management Programme that is largely preventative in nature, focusing on both primary (avoid the risk or condition) and secondary (minimize the effects of the condition) prevention when dealing with psycho-social problems, organisational climate assessments of hostile physical and psycho-social working environments.

Employee wellness is considered from both the personal and workplace dimensions which influence the overall performance of employees. Individual wellness is viewed as the promotion of the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals.

The EHWSF has four (4) functional pillars that support the implementation of the framework.

Vision for EH&W: A Healthy, Dedicated, Responsive and Productive Public Service			
Occupational Health		Quality of Work Life	
Pillar 1: HIV and AIDS & TB Management	Pillar 2: Health and Productivity Management	Pillar 3: SHERQ Management	Pillar 4: Wellness Management
1. Ground the response to HIV, TB and STIs in human rights principles and approaches	1. Health Education and Promotion	1. Occupational Health and Safety Management	1. Individual Wellness: Physical
2. Sustaining health and wellness	2. Management of Incapacity and Ill Health Retirement	2. Environmental Management	2. Individual Wellness: Psycho-Social
3. Accelerate prevention to reduce new HIV, TB and STI infections	3. Management of Mental Health	3. Risk Management	3. Organisational Wellness
4. Address social and structural drives	4. Management of Non-Communicable & Communicable Diseases	4. Quality Management	4. Work life balance

Pillar 1: HIV, TB & STI's which Management seeks to mitigate impacts thereof and improve service delivery to reduce the number of infections and the impact on individual employees and their families. These could be achieved among others, through health promotion and education; providing access to rapid diagnosis; appropriate treatment; and adequate support system. All these endeavours are to ensure treatment completion, maximising opportunities for testing and screening with the PHC services being pivotal in ensuring that intended objectives of Pillar 1 are realised.

- 2.2. The Public Service Wellness Management Policy outlines the following objectives to be achieved when implementing a wellness management programme:
- a) Meet wellness needs of Public Servants through preventative and curative measures.
 - b) Promote the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals.
 - c) Create an organisational climate and culture that is conducive to wellness and comprehensive identification of psycho-social health risks.
 - d) Promote Work-Life Balance through flexible policies in the workplace to accommodate work, personal and family needs.
 - e) To attain the employee wellness by creating an organisational climate and culture that is conducive to wellness and the comprehensive identification of psycho-social health risks.
- 2.3. To give effect to the provisions of the Public Service Wellness Management Policy, the DPSA seeks to put in place an EWP and a PHCS to address the psycho-social and health aspect of the wellbeing of its employees and their immediate family members with the goal of improving productivity in the workplace. The Wellness Management Pillar focuses on recognising the interdependent relationships between psycho-social factors and other health related behaviours and their underlying causes in the workplace.
- 2.4. The DPSA requires a service provider to provide EWP and PHC services to 400 employees spread across its offices located in i) Pretoria: Batho Pele House ii) Thusong Service Centre at Maponya Mall in Soweto, and iii) Cape Town (120 Plein street and Parliamentary Towers) for a period of 36 months to address employee health and wellness in the workplace (in particular the psycho-social aspect of wellbeing) to promote employee wellness and improve productivity.
- 2.5. The DPSA invites suitably qualified and experienced Service Providers to submit proposals for the implementation and management of an outsourced EWP and a PHC Service.
- 2.6. The services required are for all DPSA employees (permanent and fixed-term contract, including employees appointed as Interns) and their immediate family members. The immediate family members mean the employee's parent, adoptive parent, step-parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling.
- 2.7. The outsourced service is envisaged to provide confidential referral services with certified Employee Assistance Practitioners who are registered and experienced specialists on a range of expertise, including but not limited to counselling on social, financial matters, as well as health management issues.

2.8 The EWP and PHCS are intended to:

- a) Adopt a holistic approach to employee health risk management, by seeking synergies with wellness and disease management programmes as well as rehabilitation and empowerment programmes in conjunction with the Departmental EWP.
- b) Reduce employee absenteeism due to psycho-social challenges.
- c) Assist individual employees and their immediate families in overcoming personal and work related problems that are likely to affect their performance.
- d) Assist the Department to create a caring, healthy and safe working environment in which individual employees feel cared for and valued.
- e) Improve organisational performance by ensuring that employees have the necessary support system in place enabling them to reach their maximum potential and optimal performance.
- f) Provide a professional EWP and PHC service which will respond with immediacy to the psycho-social and health needs of employees and their immediate family.
- g) Support the Department to manage health risk issues and promote active multi-stakeholder participation in the health risk management processes and structures.

3. PRINCIPLES:

The key Principles underpinning the EWP and PHCS services:

- 3.1. Employees and their immediate family members utilising the wellness programme and PHC services are assured of confidentiality, except in cases of risk to self and others or in terms of legislation.
- 3.2. Only registered professionals will be allowed to provide therapeutic interventions and health care services.
- 3.3. As far as possible the generic principles of respect for autonomy, non-maleficence, beneficence, and fairness will guide the actions of all professionals providing the counselling service.
- 3.4. The programme focuses on all levels of employment across the department and responds to the needs of designated groups as outlined in the Employment Equity Act No. 55 of 1998.
- 3.5. Participation of Employees and their immediate family members in the programme is voluntary.
- 3.6. Health education on prevailing health problems and the methods of preventing and controlling them;
- 3.7. Nutritional promotion and awareness to promote healthy lifestyle amongst the DPSA employees;
- 3.8. Empowering employees (individuals) and their immediate families to take charge of their own health; and
- 3.9. Empowering employees (individuals) and their immediate families to take charge of their financial wellness.

4. MAIN OBJECTIVES OF THE EWP AND PHC SERVICES:

- 4.1. Assist individual employees in overcoming personal and work related problems that are likely to affect their performance.
- 4.2. Support employees and their immediate family members to cope with psycho-social challenges and creation of a caring and healthy working environment in which individual employees feel valued.
- 4.3. Improve organisational performance by ensuring that employees have the necessary support system enabling them to reach their maximum potential and optimal performance.
- 4.4. Provide a professional EWP service which will respond with immediacy to the psycho-social needs of employees on 24 hour, seven days around the clock operation basis.
- 4.5. Manage health issues which pose a risk to the Department and employee which include promotion and provision of a healthy and safe work environment.
- 4.6. Provide requisite resources to managers to enable them to extend support to employees.
- 4.7. Absenteeism analysis outlining the divisions involved as well as absenteeism trends.
- 4.8. Provide access to dieticians and Fitness Trainers which will focus on nutrition, healthy diet, and exercise and weight loss.
- 4.9. Provide on-site primary healthcare services to employees (e.g. hypertension testing, glucose testing, family planning services, etc.); and
- 4.10. Provide awareness sessions on healthy lifestyle.

5. METHODOLOGY AND APPROACH

The bidder is expected to outline and explain in detail the proposed methodology for achieving the deliverables as set out, based on the understanding of the nature of the services to be rendered and the result to be achieved. The proposed methodology and approach should also include the following details among others:

- a) Details of how the EWP and PHC services will be delivered, managed (and by whom); and the resources the organization has to render these services effectively;
- b) Reporting Method on a monthly, quarterly and annual basis and what the information can be used for;
- c) Availability of the bidder's infrastructure in terms of capacity and systems to render services of this nature.
- d) The bidder must submit a detailed Work Plan detailing the identification of key activities and milestones associated with the project implementation and reporting among others.

6. SCOPE AND NATURE OF SERVICES REQUIRED

6.1 WORK PSYCHO-SOCIAL SERVICE

6.1.1 Provision of 24/7/365 days Telephonic Counselling to ALL the DPSA employees and their immediate families:

- a) The Service Provider shall provide unlimited access to a 24-hour toll free line by way of a call centre. The envisaged call centre must at all times be staffed by suitably qualified professionals all registered with their respective professional bodies. These may include; Social Workers, Psychologists, registered counsellors, medical, financial and legal practitioners, etc.
- b) The service should be available to DPSA employees and their immediate family members daily regardless of the time of the day and whether or not the day falls on a Public Holiday or Weekend (i.e. 24/7/365).
- c) The incoming calls must wait for not more than two (2) minutes before being attended to by the operator. Employee logging a call must be afforded an opportunity to do so in all the official languages.
- d) Continuous follow-up communication must be done with an individual until the matter is successfully resolved.

Help Desk/Call Centre

The Service Provider is required to set up and maintain a help desk/call centre function, to provide to practitioners and managers who are responsible for the processing and referral of cases.

- a) Assistance and advice with regard to counselling service and the referral of cases to registered practitioners.
- b) A mechanism through which they can make follow-ups with an allocated practitioner.
- c) The Service Provider must ensure that the help desk/call centre is staffed with trained personnel; and
- d) Where Practitioners are not available, a call back service should be implemented within 24hours of initial contact by the Employee.

6.1.2 Face-to-Face/contact Counselling service

- a) Referral for face-to-face counselling shall comprise of 1-6 counselling sessions per employee per year, per condition close to his or her residence or place of work, which is inclusive of immediate family members.
- b) Referral shall either be in the form of self-referral of an employee following a telephonic counselling session, or referral by the employee's line manager to the EWP Specialist within the DPSA.

- c) All referrals will be dealt with through a formal process and documentation that will enable personal/private information recording in compliance with the Protection of Personal Information (POPI) Act.
- d) All those requiring face-to-face counselling will be contacted by a clinician within 24 hours of referral and first consultation will take place within one week of referral, except in an emergency case.

6.1.3 The Life Management Service (shall comprise of Legal, Financial, and Family Care Services, etc.)

- a) The legal services includes telephonic legal advice, the provision of precedents as well as referrals to appropriate legal services and bodies, however, it exclude legal representation in a court of law.
- b) The financial services shall intend to help employees requiring assistance with the management of debt and financial concerns. This excludes the provision of debt counselling services.
- c) The family care service workshops to support employees to cope with pressures of caring for their family members (e.g. children with special needs and elderly or disabled relatives) by providing information and guidance on a wide range of employee health and wellness matters available. These may be at DPSA premises/virtual as required, it should be limited to not less than one (1) workshop a quarter (4 per annum).

6.1.4 Trauma Debriefing and Counselling Services

- a) A critical Incident service offering, prompt and professional individual and group trauma debriefing and counselling services to employees exposed to incidents of trauma. These services must be provided within 1 to 48 hours of the traumatic incident, depending on the nature thereof.

6.1.5 Health and Productivity Management

- a) Interventions to assist with absenteeism and presentism management; as well as health and productivity management.

6.1.6 Marketing and communication (in consultation with DPSA's Corporate Communications Directorate)

- a) Develop and implement a marketing and communication strategy for employees, management, supervisors in the form of (but not limited to) awareness programmes; electronic mail/media; pamphlets; brochures; leaflets; posters; exhibitions and provide an annual program of planned wellness activities and the related cost.
- b) At inception of the project and there after annually, provide marketing material (electronic brochures) to market the EWP and PHC services.
- c) Conduct two (2) communication session with DPSA employees introducing EWP and benefits for outsourced services.
- d) Service provider to design appropriate marketing and communication materials, that may include; EWP brochures, wallet cards, and posters. DPSA must approve all material prior to distribution thereof.
- e) Conduct presentations on the EWP and PHC services as per the need of DPSA.

- f) Monitoring and reporting on the success of the marketing programme; identification of gaps; provide recommendations to address those; and implement in collaboration with DPSA.

6.1.7 Awareness and Prevention/Health and Wellness Education

Conduct training programmes/preventative programme/workshops and awareness session in relation to wellness related topics. These topics may include but not limited to not less than two (2) workshops or seminars a quarter (8 per annum), which are:

- a) Stress/anxiety/depression management; alcohol and substance abuse; managerial/supervisory referral; pre-retirement (e.g. financial and psycho-social wellness); Marriage/relationship enrichment and various motivational talks (domestic violence, Personality conflicts at home or on the job, Marital counselling/ adjusting to a divorce or separation.
- b) Further sessions should expose employees to environment that promotes learning to be more assertive/ ways to improve self- esteem, etc.); Managerial referrals of employees; and train managers/supervisors on disclosures (e.g. HIV/AIDS, Disability, etc.).

6.2 WORK PRIMARY HEALTH CARE SERVICES

6.2.1 Provision of Primary Health Care Services(PHCS)

- a) The PHCS physical set-up will be based in Batho Pele House in Pretoria whilst appropriate referrals by the relevant professional expert will be made for the DPSA employees based at the Thusong Service Centre at Maponya Mall and Cape Town Office in Parliament.
- b) The onsite clinic based at Batho Pele House must be managed by a registered Nurse with Primary Health Care qualification and it is expected to operate two days in a week (Tuesdays and Thursdays), for a period of 6 hours on each day, commencing at 08:00 to 14:00.
- c) The onsite clinic should offer the following medical services which may include but not limited to; hypertension testing, glucose testing, haemoglobin testing, urine testing, pregnancy testing, body mass index (BMI) assessments, Tuberculosis (TB) screening, HIV Counselling and Testing (HCT) and family planning services, including the dispensing of contraceptives.
- d) The clinic should also provide other screening services as per National Health Calendar such as; prostate screening during men's health month, breast screening during breast cancer awareness month, etc.
- e) General Practitioner (GP) servicing the clinic to come in one of the days where a nurse is available (Tuesdays or Thursdays). The Doctor will be allowed to examine and refer employees, providing prescriptions under his/her own registered practice number, but will not be able to dispense any medication.
- f) The Doctor will also be required to attend to occasional events of emergencies (e.g. stabilisation of injured employee onsite before the ambulance arrives).
- g) The service provider must provide all tools and/or medical supplies and/or equipment, at own cost, in order to perform all the above mentioned services; and

- h) The service provider must dispose of all medical equipment and waste according to the Health Profession requirements.

6.2.2 Promotion of healthy lifestyle and awareness campaigns through calendar awareness events

- a) The service provider must provide Health information (articles) according to the national health calendar, and all these articles must be branded as per DPSA's specifications. Additional topics or health information must be forwarded in case of national or regional health alerts or outbreaks.
- b) Provision of promotional materials and wellness magazines within the Wellness Centre.
- c) Provide staff awareness workshops on health priority issues such as hypertension, diabetes, cancer, and other life-threatening diseases including burning health issues that are global or local.

7. Roles and Responsibilities

7.1. Service Provider/s Roles and Responsibilities

- a) On-going liaison with the DPSA's EWP Specialist with regard to the performance of the EWP and PHC service provider in respect of its obligations under this agreement.
- b) Develop objectives for the EWP together with measurements for efficiency, quality and cost effectiveness.
- c) The Service Provider must appoint an Accounts/Project Manager for the project who will be responsible for liaising with the DPSA for the duration of the project.
- d) The Account Manager must have a at least five (5) years' experience managing and implementing Health and Wellness Programme and PHC Services in the workplace with a qualification in Finance and/or Accounting and Project Management.
- e) Service provider, together with the DPSA's EHW Specialist to develop comprehensive plan to implement the EWP and PHC services objectives stipulated by the DPSA.
- f) Interventions to assist with absenteeism and presentism management; as well as health and productivity management.
- g) Assistance with Employee Health and Wellness Policy and Strategy Reviews.
- h) Change Control in the event where the service provider decides to change the Account Manager, the following shall immediately be taken into effect:
 - Notify the DPSA about the change within five (5) working days.
 - A formal and proper handover should indicate specific tasks to be performed, and should take place within two (2) months.

7.2 The DPSSA's Roles and Responsibilities

- a) Liaise with the Service Provider through the monthly meetings and by telephone or email as the need arises.
- b) Set up a project meeting with the service provider to discuss the detailed work plan. The workplan will be signed-off by both parties for implementation. Should the need arise to discuss possible concerns/changes to the detailed work plan thereafter; these will be discussed during the monthly meetings or a special meeting if necessary.
- c) Prepare and communicate the payment schedule; and
- d) To provide facilities for on- site consultation additional to the Service Provider's facilities.

8. QUALIFICATION AND EXPERIENCE REQUIRED

8.1 The service provider must have required minimum of 5 years' experience in Employee Health and Wellness Environment; and expertise in implementing the Employee Wellness Programs and Primary Health Care Services. Service providers with less than the minimum years' experience will not be considered.

8.2 The service provider must provide evidence that they have qualified professionals that include; Doctors, Social Workers, Nurses, Psychologists, Lawyers, and Financial Advisors, registered with relevant professional bodies with a minimum number of years' experience (**attached evidence as per the Table below**), and CVs to be provided. Service providers allocating resources with less than the required minimum years' experience as per the table below, will not be considered.

Roles	Qualifications	Minimum Experience
Medical Doctors	MChB or equivalent. Registered as a Medical Practitioner with the HPSSA	5 years' experience in the related fields.
Social Workers	A Degree in Social Worker. Registered with the SACSSP	5 years' experience in the field.
Psychologists	A Degree in the field of Psychology. Registered with HPCSA (e.g. Clinical, Counselling, education, Industrial, research psychologist)	5 years' experience
Lawyers	LLB or equivalent qualification. Admission as an Attorney/ Advocate	5 years' experience in litigation/ Advisory
Nurses	Basic R425 qualification. Registered with SANCA	5 years' experience as a professional nurse
Financial Advisors	National Diploma or B degree in Accounting/ Financial Management / Cost management Accounting	5 years' experience as Financial Advisor

8.3. Staffing

- a. The Service Provider shall provide the personnel necessary to supply the services and service levels specified in the proposal and contained in the ToR and shall ensure that it possesses or has access to knowledge and sufficient expertise and staff to enable it to provide the required services in accordance with the agreed service levels.
- b. Service Providers are to submit with their proposal the Abridged Curriculum Vitas and proof of registration with the applicable professional body, including that of senior and junior personnel to be allocated to the project.

8.4. Practitioners

- a. Registration and Performance Standards

It will be required from the selected Service Provider to utilise a network of registered Practitioners, to ensure that the DPSA and its Employees enjoy quality and consistent services from the Service Provider; it is furthermore required that the Service Provider ensures that the Practitioners utilised-

- (i.) Are qualified and duly licensed in terms of the applicable legislation;
 - (ii.) Maintain specified performance standards;
 - (iii.) Have a minimum of 5 years work experience.
- b. It is required that the Service Provider adopts and maintains policies which provides for-
 - (i.) Quality and performance standards to which Practitioners should adhere to; and
 - (ii.) A formal accreditation process contracting Practitioners to adhere to the quality and performance standards.

9. CLIENT BASE

- i) Bidders must have specific experience and submit at least three recent references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken. The Reference letters are to be signed by at least a Senior Manager of the company.
- ii) DPSA reserves the right to contact references during the evaluation and adjudication process to obtain information.

10. REPORTING REQUIREMENTS

- 10.1. The Service Provider will report directly to the Project Manager in the DPSA, namely the Director: Internal Transformation Programmes for the purposes of this project.

- 10.2. The service provider shall provide monthly, quarterly and annual reports to management with comprehensive, accurate analysis and interpretations of trends and problem profiles and possible interventions within 5 working days from end of the month, quarter or year to which the report relates.
- 10.3. The report format will be agreed upon between the service provider and DPSA Employee Health and Wellness Unit. These reports will at all times be in the format prescribed by the Department and accompanied by invoices before the 5th working day of the month following the month in which services were rendered. The Quarterly reports will contain amongst other the following:
 - a) Utilisation report including gender, division, directorate and problem category progress report; for new and repeat participants;
 - b) Any problems/ behavioural risks/ conditions identified and/or any aspects that need to be brought to the attention of the Department during the reporting quarter per divisions; and
 - c) Comparative statistics of the above-mentioned points and the report shall include recommendations and interventions required.
- 10.4. The Service provider will conduct customer satisfaction survey annually to determine the level of satisfaction and quality of services provided and include the results report/s by 1 April during duration of the contract.
- 10.5. The Service Provider shall be required to submit three (3) annual project reports and one (1) project close-off report. The first report is due and must be completed and submitted to the DPSA within five (5) working days after the first twelve (12) months of the contract, the second report is due within five (5) working days after twenty-four (24) months of the start of the contract and the third report is due within five (5) working days after thirty six (36) months of the start of the contract.
- 10.6. The first report must incorporate the areas covered in the work plan for the twelve (12) months; and
- 10.7. The submission of the comprehensive final close-out report should be made to the Director: ITP within one calendar month after the thirty-six (36) months contract period has lapsed.

11. PRICING MODEL AND COSTING OF THE PROJECT

- 11.1. The service providers are required to submit one (1) price proposal based on the following pricing models:
 - a) Primary Health Services: Fee for service (variable) in terms of the Terms of Reference (See section 6.2.1); and
 - b) Psycho-Social Services: Service per headcount (capitation fee for 400 officials) in terms of the Terms of Reference.
- 11.2. The price must be quoted in South African Rands (ZAR), with all aspects of the steps to be costed.
- 11.3. **A cost analysis must be given to cover the full project amount. The proposed project pricing must be all-inclusive (i.e. including professional fees, travel expenses, disbursements, any other specified related cost and VAT).**
- 11.4. DPSA reserves the right to negotiate selected pricing; and
- 11.5. Invoices will be paid within a period of 30 days of receipt thereof.

GENERAL BID SUBMISSION CONDITIONS, INSTRUCTIONS AND INFORMATION

12. APPOINTMENT, COMMENCEMENT AND DURATION OF ASSIGNMENT

- 12.1. The Service Provider will be expected to commence after the signing of a service level agreement of which the duration will be no longer than thirty-six (36) months.
- 12.2. The PHC Services expected to resume two months after entering into contract.
- 12.3. The project will be conducted within a period of thirty-six (36) months starting from the date of signing of the contract.
- 12.4. Over and above the high level work-plan that must be included in the bid proposal, the Service Provider shall within a maximum period of fifteen (15) days of being awarded the contract submit a detailed project plan outlining but not limited to–
 - a. The detailed work-plan with clear time frames;
 - b. The methodology to be followed; and
 - c. The specific tasks to be performed, etc.
- 12.5. The Service Provider shall be available for a period of three (3) months after the conclusion of the project should the need arise, to render technical support relevant to the final report.

13. COMPULSORY BRIEFING SESSION

- 13.1. A compulsory briefing session will be held at the DPSSA's offices, Batho Pele House, 546 Edmond Street, 3rd Floor Auditorium, Arcadia, Pretoria as reflected on the Bid Documentation.
- 13.2. The certificate of attendance must be included in the bid proposal. Failure to include the certificate of attendance of the compulsory briefing session as part of the bid will result in the disqualification of a bid.

14. EVALUATION OF BIDS AND CRITERIA FOR EVALUATION

Evaluation will be done in three phases (phase 1 being compliance checks, phase 2 functional evaluation and phase 3 being price and B-BBEE evaluation).

14.1 Phase 1: Compliance check of required forms and documents (Mandatory Submission Requirements)

During this phase, the bid documents will be reviewed to determine compliance and the following document will form part of evaluation:

- I. All SBD Forms being fully completed and signed.
- II. Copy of Central Supplier Database (CSD) report (prospective bidders responding to this bid must be registered as a Service Provider on the Central Supplier Database (CSD). If your company is not registered on the CSD, proceed to complete the registration of your company prior to submitting your proposal. Refer to <http://secure.csd.gov.za> to register your company. Ensure that all documentation on the database is updated and valid. **No bid will be awarded to a Supplier/Service Provider who has not registered on the CSD.**

- III. Certified copies of identity documents and qualification of team members who will be responsible for the projects.
- IV. Letter confirming that the financial proposal is valid for at least three (3) months.
- V. Proposal is signed by the designated responsible person.
- VI. Abridged Curriculum Vitae (CV) of each team member must be attached together with proof of membership of professional bodies where applicable.
- VII. List of customers from whom project of this nature and magnitude have been conducted.
- VIII. Detailed Project implementation Plan.
- IX. At least/minimum three (3) written references from clients whom project of this nature and magnitude have been provided (in line with paragraph 9).
- X. Registration of practitioners with accredited statutory bodies (e.g. **HPCSA / SACSSP/ SANC**).
- XI. It is required that the Service Provider submits with the proposals a declaration that–
 - a) The information provided is true and correct;
 - b) Documentary proof regarding any issue related to the proposal will when required be submitted to the satisfaction of the DPSA;
 - c) **The Service Provider must capture the above information in a separate letter, which must be attached to the proposal**
- XII. There must be original hard copy document, clearly marked “Original”, and five (5) hardcopies, clearly marked “Copy”. **The original version must be signed in ink.**

Only bids who will meet the Mandatory Requirement of phase 1, will be considered for phase 2 (functionality evaluation).

Failure to submit any of the above-mentioned Mandatory requirement will lead to disqualification and not be considered for further evaluation.

All information provided in response to this bid will solely be used for evaluation purposes and will not be availed to any third party

14.2. Phase 2: Functionality evaluation

- (i) The Bid Evaluation Committee (BEC) will conduct the functional evaluation.
- (ii) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During these stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 65 out of 100.
- (iii) Bidders must, as part of their bid documents, submit supporting documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- (iv) Bidders will not rate themselves, but need to ensure that all information is supplied as required. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- (v) If required, the short listed service providers may be contacted to conduct a presentation on their bid to the BEC. The BEC shall score the presentations of the service providers based on the functional evaluation criteria.
- (vi) If required, a Service Provider shall be expected to make a presentation of a maximum of thirty (30) minutes to the Bid Evaluation Committee. The presentation should be focused solely on the requirements of the ToR. The Service Provider should also be able to answer questions related to any aspect of the bid proposal.
- (vii) The DPSA will notify the Service Provider, in the event where such need arises, of the date, time, manner in which or venue where the presentation must be made.
- (viii) If a need is identified, the BEC may assign a team to conduct supplier due diligence through a site visit to the offices of all short listed service providers.
- (ix) The panel members will individually evaluate the responses received against the following criteria as set out below:

No.	Qualitative aspects	Weight										
1.	<p data-bbox="354 972 1360 1045">The bidder's Experience in delivering similar EWP & PHC Services (public and private sector)</p> <table border="1" data-bbox="337 1073 1338 1780"> <tr> <td data-bbox="337 1073 435 1213">1=</td> <td data-bbox="435 1073 1338 1213">4 years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).</td> </tr> <tr> <td data-bbox="337 1213 435 1354">2=</td> <td data-bbox="435 1213 1338 1354">5 or more years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).</td> </tr> <tr> <td data-bbox="337 1354 435 1495">3=</td> <td data-bbox="435 1354 1338 1495">7 or more years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).</td> </tr> <tr> <td data-bbox="337 1495 435 1635">4=</td> <td data-bbox="435 1495 1338 1635">9 years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).</td> </tr> <tr> <td data-bbox="337 1635 435 1780">5=</td> <td data-bbox="435 1635 1338 1780">10 and more years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).</td> </tr> </table>	1=	4 years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).	2=	5 or more years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).	3=	7 or more years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).	4=	9 years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).	5=	10 and more years' Experience in Health and Wellness Environment; and expertise in delivering and implementing the Employee Wellness Programs & PHC Services (public and private sector).	20
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No.	Qualitative aspects	Weight										
2.	<p data-bbox="354 260 1360 331">Qualifications and experience of Project/Team Members in EWP and PHCS (in line with paragraph 8.2.)</p> <table border="1" data-bbox="337 363 1336 877"> <tr> <td data-bbox="337 363 435 468">1=</td> <td data-bbox="435 363 1336 468">Project Team members possess qualifications and with 30-34 years collective experience.</td> </tr> <tr> <td data-bbox="337 468 435 573">2=</td> <td data-bbox="435 468 1336 573">Project Team members possess qualifications and with 35-39 years collective experience.</td> </tr> <tr> <td data-bbox="337 573 435 678">3=</td> <td data-bbox="435 573 1336 678">Project Team members possess qualifications and with 40-44 years collective experience.</td> </tr> <tr> <td data-bbox="337 678 435 783">4=</td> <td data-bbox="435 678 1336 783">Practitioners/ Project Team members possess qualifications and with 45-49 years collective experience.</td> </tr> <tr> <td data-bbox="337 783 435 877">5=</td> <td data-bbox="435 783 1336 877">Project Team members possess qualifications and 50 and more year's collective experience.</td> </tr> </table>	1=	Project Team members possess qualifications and with 30-34 years collective experience.	2=	Project Team members possess qualifications and with 35-39 years collective experience.	3=	Project Team members possess qualifications and with 40-44 years collective experience.	4=	Practitioners/ Project Team members possess qualifications and with 45-49 years collective experience.	5=	Project Team members possess qualifications and 50 and more year's collective experience.	20
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3.	<p data-bbox="354 890 1360 968">Capacity of the Bidder to take on project of this nature and magnitude/size and ability to manage it to the end within the prescribed project time lines.</p> <table border="1" data-bbox="337 999 1336 1829"> <tr> <td data-bbox="337 999 435 1192">1=</td> <td data-bbox="435 999 1336 1192">Work plan activities do not commensurate with the deliverables in the terms of reference, Case management system only and no Call Centre, with at least 1 years call centre management experience, and geographical location of office/Network neither in Pretoria nor Cape Town.</td> </tr> <tr> <td data-bbox="337 1192 435 1373">2=</td> <td data-bbox="435 1192 1336 1373">Work plan describes high level activities with timeframes not compatible with the terms of reference. Call Centre only and no case management system, with at least 2 years Call Centre management experience; and geographical location of office/Network only in Cape Town.</td> </tr> <tr> <td data-bbox="337 1373 435 1587">3=</td> <td data-bbox="435 1373 1336 1587">Work plan describes all high level activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational with no operational specifications with at least 3 years call centre management experience, and geographical location of office/Network only in Pretoria.</td> </tr> <tr> <td data-bbox="337 1587 435 1829">4=</td> <td data-bbox="435 1587 1336 1829">Work plan describes all high level activities, supplemented with further sub-activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational 24/7 weekdays ; excluding public holidays, with at least 4 years call centre management experience, and geographical location of office/Network both in Pretoria and Cape Town.</td> </tr> </table>	1=	Work plan activities do not commensurate with the deliverables in the terms of reference, Case management system only and no Call Centre, with at least 1 years call centre management experience, and geographical location of office/Network neither in Pretoria nor Cape Town.	2=	Work plan describes high level activities with timeframes not compatible with the terms of reference. Call Centre only and no case management system, with at least 2 years Call Centre management experience; and geographical location of office/Network only in Cape Town.	3=	Work plan describes all high level activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational with no operational specifications with at least 3 years call centre management experience, and geographical location of office/Network only in Pretoria.	4=	Work plan describes all high level activities, supplemented with further sub-activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational 24/7 weekdays ; excluding public holidays, with at least 4 years call centre management experience, and geographical location of office/Network both in Pretoria and Cape Town.	20		
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4=	Work plan describes all high level activities, supplemented with further sub-activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational 24/7 weekdays ; excluding public holidays, with at least 4 years call centre management experience, and geographical location of office/Network both in Pretoria and Cape Town.											

No.	Qualitative aspects	Weight										
	<table border="1"> <tr> <td data-bbox="337 260 435 506">5=</td> <td data-bbox="435 260 1338 506">A comprehensive detailed work plan describing all activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational 24/7/365 days a year, with at least 5 and more years call management experience, and geographical location of office/Network both in Pretoria and Cape Town.</td> </tr> </table>	5=	A comprehensive detailed work plan describing all activities in logical sequence with clear time frames commensurate with the terms of reference, Call Centre and case management system operational 24/7/365 days a year, with at least 5 and more years call management experience, and geographical location of office/Network both in Pretoria and Cape Town.									
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4.	<p>Qualifications and Experience of Accounts/Project Manager in managing and implementing EWP and PHC Services in the workplace with a qualification in Finance and/or Accounting and Project Management.</p> <table border="1"> <tr> <td data-bbox="337 758 435 821">1=</td> <td data-bbox="435 758 1354 821">5 years' experience.</td> </tr> <tr> <td data-bbox="337 821 435 884">2=</td> <td data-bbox="435 821 1354 884">6 years' experience.</td> </tr> <tr> <td data-bbox="337 884 435 947">3=</td> <td data-bbox="435 884 1354 947">7 – 8 years' experience.</td> </tr> <tr> <td data-bbox="337 947 435 1010">4=</td> <td data-bbox="435 947 1354 1010">9 years' experience .</td> </tr> <tr> <td data-bbox="337 1010 435 1073">5=</td> <td data-bbox="435 1010 1354 1073">more than 10 years' experience.</td> </tr> </table>	1=	5 years' experience.	2=	6 years' experience.	3=	7 – 8 years' experience.	4=	9 years' experience .	5=	more than 10 years' experience.	5
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5.	<p>The detailed proposed methodology and approach for achieving the required outputs</p> <table border="1"> <tr> <td data-bbox="337 1129 435 1192">1=</td> <td data-bbox="435 1129 1354 1192">Failed to align the proposed methodology with the required outputs of the project.</td> </tr> <tr> <td data-bbox="337 1192 435 1255">2=</td> <td data-bbox="435 1192 1354 1255">The proposed methodology and approach is a verbatim repeat of the ToR.</td> </tr> <tr> <td data-bbox="337 1255 435 1360">3=</td> <td data-bbox="435 1255 1354 1360">The methodology and approach includes the exposition/description and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges and mitigating strategies.</td> </tr> <tr> <td data-bbox="337 1360 435 1497">4=</td> <td data-bbox="435 1360 1354 1497">The methodology and approach includes a high level exposition/description and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the Terms of Reference (ToR) and touches on anticipated risks, challenges and mitigating strategies.</td> </tr> <tr> <td data-bbox="337 1497 435 1623">5=</td> <td data-bbox="435 1497 1354 1623">The methodology and approach includes a high level exposition/description and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and clearly unpacks the anticipated risks, challenges and appropriate mitigating strategies.</td> </tr> </table>	1=	Failed to align the proposed methodology with the required outputs of the project.	2=	The proposed methodology and approach is a verbatim repeat of the ToR.	3=	The methodology and approach includes the exposition/description and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touches on anticipated risks, challenges and mitigating strategies.	4=	The methodology and approach includes a high level exposition/description and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the Terms of Reference (ToR) and touches on anticipated risks, challenges and mitigating strategies.	5=	The methodology and approach includes a high level exposition/description and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and clearly unpacks the anticipated risks, challenges and appropriate mitigating strategies.	30
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6.	<p>Ability to provide marketing and communication materials, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of Health and Wellness Management and PHC.</p> <table border="1"> <tr> <td data-bbox="337 1759 435 1852">1=</td> <td data-bbox="435 1759 1354 1852">1 year or less in providing marketing and communication, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of health and wellness management.</td> </tr> </table>	1=	1 year or less in providing marketing and communication, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of health and wellness management.	5								
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No.	Qualitative aspects		Weight
	2=	5 years or less in providing marketing and communication, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of health and wellness management.	
	3=	6 or more years in providing marketing and communication, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of health and wellness management.	
	4=	11 or more years in providing marketing and communication, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of health and wellness management.	
	5=	More than 15 years in providing marketing and communication, education and training or preventative programmes (e.g. booklets, pamphlets, newsletters, etc.) in the field of health and wellness management.	
	Total weighting of the qualitative aspects		100

14.3. Phase 3: Price/Financial stage

14.3.1. In terms of the Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of, the lowest price (maximum 80 points); and Broad Based Black Economic Empowerment (maximum 20 points).

14.3.2. The following formula will be used to calculate the points for price in respect of bidders with a Rand value below R50 ml:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

14.3.3. A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in the table within paragraph below.

14.4.4. Points

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 1 April 2017. These regulations require bidders to submit proof of its B-BBEE status level of contributor, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE 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

14.4.5 Failure to capture the required status level and to submit the required B-BBEE status level certificates/affidavits will lead to a zero (0) status level for non-compliant Service Providers.

- i) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- ii) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- iii) Only a bidder who has fully completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- iv) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- v) Points scored will be rounded off to the nearest 2 decimals.
- vi) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. As functionality forms part of this bid, should two or more bidders score equal total points and equal preference points for B-BBEE, the bid will be awarded to the bidder who scored the highest points for functionality. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- vii) A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- viii) The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

15. GENERAL REQUIREMENTS

15.1. of Bid Proposal

- a. Service Providers must submit a complete response to the TOR to the DPSA, Bid Box at reception Batho Pele House, 546 Edmond Street, Arcadia, Pretoria on the date and time specified in the SBD1.
- b. No other distribution of proposals is to be made by the Service Provider. The proposal must **include a statement as to the period during which the proposal remains valid**. The proposals must be valid for a period of **three (3) months** from the due date for responses to be submitted.
- c. The bidder shall place the sealed Technical I and Price/ Financial Proposals into a sealed envelope or package, and must be clearly marked as follows

15.2. Technical / Price proposal

- a Mark envelope as follows:

Bid No: DPSA009/2022

Description: Appointment of A Service Provider To Render Employee Wellness Programme and The Primary Health Care Services for the Department of Public Service and Administration for a Period of 36 Months.

Bid closing date and time.

Name and address of the bidder.

- b In this envelope, the Technical as well as one (1) price proposal is to be included, based on the following pricing models:

Primary Health Care Services: Fee for service (variable) in terms of the Terms of Reference; and

Psycho-Social Services: Service per headcount (capitation) in terms of the Terms of Reference.

- c There must be original hard copy document, clearly marked "Original", and five (5) hardcopies, clearly marked "Copy". **The original version must be signed in ink.**
- d Economy of Proposal Preparation: Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Service Provider's ability to meet the requirements of the ToR. Excessive proposal preparation will receive no extra evaluation credit. Emphasis should be on a clear, concise and factual proposal.
- e The bid proposals once submitted will become the property of the DPSA and shall not be returned to the Service Provider.
- f Receipt of all bid proposals will be recorded in a register at the point of receipt.

15.3. Late Bids

- 15.3.1. Bids received late will not be considered. Bids received late shall where possible, be returned unopened to the Service Provider. Service Providers are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 15.3.2. The official Telkom time (Dial 1026) will be used to verify the exact closing time.
- 15.3.3. Bids sent via any other means than hand delivery shall be deemed to be received on the date and time of arrival at the DPSA premises. Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to have been received late.

15.4. Withdrawal or Modification of Bids

Any Service Provider who submits a proposal in response to the ToR will have the right to withdraw, modify or correct a proposal after delivery thereof provided that the request for such withdrawal, modification or correction, together with the full details of such modification or correction must be received by the DPSA at the address provided above before the closing date stipulated for the receipt of proposals. Failure to do so before the closing date and time as stipulated will result in the bid being considered as a late bid and being returned unopened to the Service Provider.

15.5. Acceptance/Rejection of Bids

The DPSA reserves the right not to award the bid/project/contract.

15.6. Proposal Cost

Respondents shall bear all costs incurred in the process of responding to the ToR and in any subsequent negotiations.

15.7. Document Management

For this purpose, document management refers to a document management system to manage documents and/or their contents in various formats according to business rules through its life cycle from inception to disposal.

15.8. Document Management Enablers

Noting that the Public Service's electronic infrastructures are diverse in nature. It is therefore expected that the Service Provider should accept and where necessary has the following document management enablers intact to facilitate the process:

- (i.) Courier services,
- (ii.) Mail services, and
- (iii.) Web-based facilities

15.9. Electronic Document Management

Electronic document management involves the hardware and software supporting the document management process. It is required from the Service Provider to maintain an electronic document management system, since it will be necessary to maintain the database as required, and for extracting reports for reporting purposes, etc.

15.9.1 Back-Up/Archiving: Reporting and analysis will be dependent on data integrity. It is therefore required that the Service Provider put adequate systems in place to preserve data and prevent data loss.

15.9.2 Data:

- i) All personal information and/or data related to employees gathered and stored by the service provider in the execution of its contractual obligations must be in keeping with the requirements of the Protection of Personal Information Act, Act 4 of 2013 (POPI Act).
- ii) Employee and organisational data that will be under the control of the Service Provider shall remain the property of the DPSA and the individual, respectively. The Service Provider shall not obtain any rights in such data.
- iii) The said data in possession of the Service Provider or to which the Service Provider may have access during its contract with the Department, may only strictly be used in the performance of the services required from the Service Provider.
- iv) It is required that the Service Provider shall take reasonable precaution to preserve the integrity of the data and to prevent corruption or loss of such data.
- v) If the said data is corrupted, lost, or sufficiently degraded to be unusable, due to any act or omission by the Service Provider, it must without delay take all steps to restore or procure the restoration of the relevant data. If the corruption, loss or degradation of the data is due to the default of the Service Provider, it will be liable for all costs and damages associated with such corruption, loss, degradation and restoration.

15.9.3 Data Security

- i) Data related to the Employees and their immediate family members the department may only be accessed by authorised employees or contracted persons of the DPSA, as well as the Service Provider.
- ii) It is therefore required that the Service Provider takes all steps to ensure that the Employee and the Organisational data is not accessible to any party who is not authorised by either the DPSA or the Service Provider to access such data.
- iii) Data collected by the service provider on DPSA employees must be returned to the Department at the termination of the contract

15.9.4 Audit

- i) It is required that the Service Provider maintain at all times full and accurate records (audit trails) of all services provided and shall retain such records for the currency of its contract with the DPSA. The latter records remain the property of the DPSA and should be returned on termination of this contract.
- ii) The DPSA reserves the right to appoint either its own auditors or agents to audit the Service Provider if it suspects fraudulent practices or the application of incorrect procedures, poor services or the like.

15.10. Contact/onsite Service

Additional to the Service Provider's facilities, the DPSA will provide facilities for on- site consultation. This will include:

- i) Doctor's room
- ii) Nurse's room
- iii) Lockable cabinet for files
- iv) Bar fridge
- v) Table (x2)
- vi) Chairs (x2)
- vii) Examination bed
- viii) Weight Scale
- ix) Clothes Hanger

15.11. Project Management

The DPSA requires that the Service Provider actively participates in the management of the project during the life of the agreement. The DPSA will establish the necessary mechanisms to manage the project from their side, inclusive of the reporting schedules and formats stipulated in the Service Level Agreements.

15.12. Implementation

- i) It is expected that the Service Provider shall acquaint itself with the DPSA and operation of the implementation area and the staff complements within the particular implementation area.
- ii) Noting that the entire implementation of the Employee Wellness Programme and Primary Health Care Services will be outsourced to the Service Provider, the Service Provider is required to submit a high-level implementation plan. The plan should indicate all the activities, tasks to be undertaken, resources required and time frames. The implementation plan must also outline a hand over process should a different Service Provider perform the consultancy service.

15.13. Transfer of skills

- i) It is believed that the Employee Wellness Industry utilises skills not commonly available in the labour market. It however, also employ skills that are commonly available in the labour market.
- ii) The Service Provider must demonstrate which opportunities it would utilise to transfer and/or enhance skills it could transfer, the mode in which the transfer of skills will take place and the target audience.

16. FORMAT OF TECHNICAL PROPOSAL

16.1. Service Providers must prepare and package their bid proposals and all related documents in accordance with the following framework:

- i) A Service Provider's proposal must be clear, factual and to the point.
- ii) Brochures and other marketing material as a response to the ToR will not be accepted.

- iii) All matters addressed in the ToR must be responded to. Should a Service Provider wish to provide additional information, the said information must be appended to the specific section of the proposal to which it pertains and/or be referred to and included in a file of Annexures.

16.2. The Technical Proposal must include the following:

16.2.1 Service Provider Background and History (organisational track record) that include;

- i) Date that the firm was founded.
- ii) A brief description of the historical background on the company/Service Provider, as well as the services provided.
- iii) A list of its past and current customers, i.e. the name of the customer, the size, industry and products of these customers must be described and the types of services provided.
- iv) The date of service to each customer should be included as well as whether the Service Provider was the primary contractor or subcontractor. If a subcontractor, the Service Provider should list who the primary contractor was/is, and should provide information on the portion of service(s) that they were responsible for as subcontractors; and

16.2.2. A list of customers for whom projects of this nature and magnitude have been conducted. This should include their reference letters with contact details for reference purposes:

- i) Notation as to which customers would be available for site visits/reference details.
- ii) List of Public Sector clients (if any).
- iii) The date of service to each customer must be stipulated.

16.2.3. Service Provider Capabilities

- i) Description of experience (at least three (3) references of clients for who projects of this nature and magnitude have been conducted.
- ii) Description of current infrastructure, including, but not limited to staffing numbers.
- iii) Description of current employers who are clients of the Service Providers, including, but not limited to the number of employees of each of the employers.
- iv) Change management and project management skills and practices.
- v) Formal methodologies employed (if any).

16.2.4. The principal supervisory and management staff, including project partners, managers, other supervisors and specialists, who would be assigned to the project, should be identified and their role and level of involvement in the project must be included in the proposal. Further, details should be provided in respect of the qualifications, knowledge, experience and membership in professional organizations of each person for the past two (2) years.

16.2.5. The Abridged Curriculum Vitae (CV) of each team member must be attached together with proof of membership of professional bodies where applicable.

16.2.6. The proposal should state the size of the Service Provider, the location of the office from which the work on this project is to be performed and the number and nature of the professional staff to be employed in this project on a full-time basis and the number of the staff to be employed on a part-time basis.

- i) The Service Provider must provide in its own words a clear description of its understanding of the scope deliverables of the project, touching on the risks and challenges it anticipates and mitigating strategies.
- ii) Summaries and a verbatim repeat from the terms of reference are not sufficient to express such an understanding.
- iii) The Service Provider must clearly outline and demonstrate the methodology in respect of which it envisages delivering the deliverables as set out in the terms of reference.

16.3. General Issues:

- i.) Registration status of the Organisation with accredited statutory bodies (e.g. HPCSA / SACSSP/ SANC).

16.4. Declarations

It is required that the Service Provider submits with the proposals a declaration that–

- i. The information provided is true and correct;
- ii. Documentary proof regarding any issue related to the proposal will when required be submitted to the satisfaction of the DPSA.
- iii. The outstanding or current contractual obligations and liabilities will not adversely impact the timely completion of the project.
- iv. Furthermore, the Service Provider should also submit a declaration clarifying the relationships between the party (parties) tendering and the DPSA.

The Service Provider must capture the above information in a separate letter, which must be attached to the proposal.

17. FORMAT OF FINANCIAL PROPOSAL

The sealed bid sheet should include the following:

17.1. Name of the Service Provider

17.2. The service providers are required to submit one (1) price proposals based on the following pricing models:

Primary Health Services: Fee for service (variable) in terms of the Terms of Reference; and

Psycho-Social Services: Service per headcount (capitation) in terms of the Terms of Reference.

17.3. Total price for the project, inclusive of VAT, the composition of the proposed price.

17.4. Each proposal should be prepared simply and straightforwardly with concise description of the Service Provider's ability to meet the requirements of the ToR.

17.5. Project Cost Calculation (itemised), derived from the work content.

17.6. The submitted proposals will become the property of the DPSA and shall not be returned, and

17.7. The DPSA reserves the right to negotiate the price.

18. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax (If applicable).

19. LEGAL IMPLICATIONS

- a. Successful Service Providers must be prepared to enter into a Service Level Agreement with the DPSA.
- b. DPSA reserves the right to award this tender on a non-exclusive basis, i.e. DPSA may procure similar services outside this tender with the view of securing the best service and value for money.

20. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the DPSA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

21. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Terms of Reference by bidders will result in invalidation of such bids.

22. PROHIBITION OF RESTRICTIVE PRACTICES

In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

- a. Directly or indirectly fixing a purchase or selling price or any other trading condition;
- b. Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- c. Collusive bidding.

If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

23. FRONTING

- a. The DPSA supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DPSA condemns any form of fronting.
- b. The DPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the DPSA may have against the bidder/contractor concerned.

24. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into formal contract with the DPSA for a period of 36 months.

25. CONFIDENTIALITY

- 25.1. Service Providers shall hold the ToR and all information related to the Bid in strict confidence and usage of such information shall be limited to the preparation of the Bid. Service Providers shall undertake to limit the number of copies of this document.

- 25.2. Upon award, all Service Providers are bound by this confidentiality provision preventing the unauthorized disclosure of any of the information contained in the above documents to other organisations or individuals. The Service Providers may not disclose any information or documentation to other organisations or individuals.

26. INTELLECTUAL PROPERTY

Copyright of all documents belongs to the DPSA. A Service Provider may not use or disclose any information, documentation or products to other clients without the written consent of the DPSA.

27. CANCELLATION

- 27.1. The DPSA reserves the right to cancel any contract if the successful bidder fails to adhere to the conditions of the respective contract, in which case payments due in terms of the agreement will be forfeited by the service provider.
- 27.2. In the event of termination of the contract/service level agreement for whatever reason, the successful Bidder shall deliver on demand and without the right of retention, all documents and information gained in terms of this agreement to the DPSA.

28. CONTACT DETAILS

- 28.1. Supply Chain Management enquiries:
Mr Michael Jackson
Tel: 012 336 1189/ 336 1126
- 28.2. Technical enquires:
Ms Monica Phalane
Tel: 012 336 1291

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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2. Application
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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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
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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