



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA					
BID NUMBER:	PPSA 003/2018	CLOSING DATE:	13 JULY 2018	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) NATIONALLY FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PUBLIC PROTECTOR SOUTH AFRICA					
175 LUNNON STREET, HILLCREST OFFICE PARK, HILLCREST, PRETORIA, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs. Nkele Nemusimbori		CONTACT PERSON	Mrs. Thabang Maswi	
TELEPHONE NUMBER	(012) 366 7014		TELEPHONE NUMBER	(012) 366 7251	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NkeleN@pprotect.org		E-MAIL ADDRESS	ThabangMa@pprotect.org	
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					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

- TO ALL : ACCOUNTING OFFICERS OF DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS**
- : ACCOUNTING AUTHORITIES OF PUBLIC ENTITIES LISTED IN SCHEDULES 2 AND 3 TO THE PFMA**
- : HEAD OFFICIALS OF PROVINCIAL TREASURIES**

NATIONAL TREASURY INSTRUCTION NO. 09 OF 2017/2018

TAX COMPLIANCE STATUS VERIFICATION

1. PURPOSE

The purpose of this Treasury Instruction is to provide guidance to accounting officers of departments and constitutional institutions and accounting authorities of public entities listed in Schedule 2 and 3 to the Public Finance Management Act (PFMA), Act No.1 of 1999, on the implementation of the revised South African Revenue Service (SARS) system for the management of tax compliance and the introduction of a revised Standard Bidding Document 1 (SBD 1) to give effect to the tax compliance status system.

2. BACKGROUND

- 2.1 Government is committed to increasing the degree of compliance with supply chain management prescripts and ensuring that persons conducting or intending to conduct business with the State have no scope to abuse the Supply Chain Management system.
- 2.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant at the time of the awarding of price quotations or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.
- 2.3 On 18 April 2016, SARS introduced an enhanced tax compliance status system on eFiling aimed at improving tax compliance and making it easier for taxpayers to manage their tax affairs.
- 2.4 In terms of the legislative requirements, the new tax compliance status impacts on supply chain management processes and documentation as the South African Revenue Service has discontinued the issuance of tax clearance certificates.

Tax compliance status verification

- 2.5 National Treasury issued National Treasury SCM Instruction No. 7 of 2017/2018 wherein approved methods of verifying a bidder's tax compliance status was communicated. Subsequent to the issuance of the aforementioned Treasury Instruction, numerous queries were received from organs of state relating to interpretation of the following issues:
- a) The process followed by SARS to confirm the tax compliance status of foreign bidders prior to award.
 - b) What time period would be regarded as reasonable for the supplier to rectify their non-compliant status?
 - c) Whether or not organs of State are required to verify if a directive has been issued by SARS regarding the withholding of payments to suppliers.
- 2.6 It therefore became necessary to review National Treasury SCM Instruction No. 7 of 2017/2018 to amend the unclear provisions and to communicate the revised amendments on how SARS will be confirming the tax compliance status of foreign recommended bidders along with the implementation thereof.
- 3. IMPLEMENTATION OF THE TAX COMPLIANCE STATUS SYSTEM**
- 3.1 In order to comply with the provisions indicated in paragraph 2 above and the condition that successful bidder's taxes must be in order, accounting officers and accounting authorities of all PFMA compliant institutions must:
- a) Designate officials, preferably from the Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Service's Tax Compliance Status system housed on eFiling. Guidance on the functionality of the Tax Compliance Status system on eFiling is available on the South African Revenue Service website www.sars.gov.za;
 - b) Utilise the SBD1 issued with this Treasury Instruction when inviting bids;
 - c) As a bid condition, accounting officers and accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database;
 - d) Utilise the tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA number) to verify the bidders' tax compliance status; and
 - e) In the case of foreign recommended bidders, with neither South African tax obligation nor history of doing business in South Africa, the foreign recommended bidder's completed SBD 1 must be submitted to the South African Revenue Service to issue the Confirmation of Tax Obligations letter in terms of paragraph 3.6 below.
- 3.2 The Central Supplier Database and the tax compliance status PIN are the approved methods of verifying the tax compliance status of a bidder. The South African Revenue Service does not issue Tax Clearance Certificates anymore but has introduced an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

Tax compliance status verification

- 3.3 Accounting officers and accounting authorities are therefore required to accept printed or copies of Tax Clearance Certificates submitted by bidders and to verify their authenticity on eFiling. The verification result recorded as per paragraph 3.1 of this Treasury Instruction must be filed for audit purposes.
- 3.4 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database Number, accounting officers and accounting authorities must utilise the Central Supplier Database Number via the Central Supplier Database website www.csd.gov.za to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification must be attached to the supplier's records for audit purposes.
- 3.5 Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of their tax compliance status must be obtained from the supplier.
- 3.6 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the SBD1. Where a recommendation for award of a bid has been made to a foreign bidder, accounting officers and accounting authorities must submit the bidder's completed SBD1 to the South African Revenue Service at the following email address: GovernmentInstitute@sars.gov.za. The South African Revenue Service will issue a confirmation of tax obligations letter to the accounting officer or accounting authority confirming whether or not the foreign entity has tax obligations in South Africa.
- 3.7 There is no need to require proof of a suppliers tax compliance status where goods and services are procured by institutions such as South African Embassies and Missions or any other South African office outside the borders of South Africa for use outside the country.

4. APPLICATION DURING SUPPLY CHAIN MANAGEMENT PROCESS

- 4.1 Designated employee(s) must verify the bidder's tax compliance status prior to the awarding of price quotations or competitive bids.
- 4.2 Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling.
- 4.3 Should the recommended bidder fail to provide written proof of their tax compliance status in terms of paragraph 4.2 above, accounting officers and accounting authorities must reject the bid submitted by the bidder.
- 4.4 Where goods or services have been delivered satisfactorily without any dispute, accounting officers and accounting authorities must not delay the processing of payments as a result of outstanding tax matters.
- 4.5 In all instances, accounting officers and accounting authorities must ensure that systems are in place in their respective institutions to ensure that all invoices are paid within 30 days from receipt of an invoice, unless determined otherwise in a contract or other agreement.

Tax compliance status verification

5. APPLICABILITY

This Treasury Instruction applies to all departments, constitutional institutions and public entities listed in Schedules 2 and 3 to the PFMA.

6. EFFECTIVE DATE

This Treasury Instruction takes effect from the date of issue.

7. REPEAL OF NATIONAL TREASURY SCM INSTRUCTION NO. 7 OF 2017/2018

7.1 This Treasury Instruction repeals:

- a) National Treasury SCM Instruction No. 7 of 2017/2018; and
- b) SBD 1 that was issued with National Treasury SCM Instruction No. 7 of 2017/2018.

8. DISSEMINATION OF INFORMATION CONTAINED IN THIS TREASURY INSTRUCTION

8.1 Accounting officers of national departments and constitutional institutions must bring the contents of this Treasury Instruction to the attention of:

- a) Chief financial officers, heads of supply chain management and supply chain management officials of their respective institutions; and
- b) All accounting authorities of public entities reporting to the executive authority of their respective departments.

8.2 Heads Officials of Provincial Treasuries are requested to bring the contents of this Treasury Instruction to the attention of all accounting officers of their provincial departments with the request that the information contained therein be disseminated to all chief financial officers, heads of supply chain management and supply chain management officials in their respective departments.

8.3 Accounting authorities of public entities must bring the contents of this Treasury Instruction to the attention of chief financial officers and supply chain management officials of their respective public entities.

9. AUTHORITY FOR THIS INSTRUCTION


This National Treasury Instruction is Issued in terms of section 76(4)(g) of the Public Finance Management Act.

Tax compliance status verification

10. CONTACT INFORMATION

Enquiries related to this Treasury Instruction may be directed to:

Mpho Nxumalo
Director: SCM Policy
Tel: (012) 315 5208
E-mail: mpho.nxumalo@treasury.gov.za


ZANELE MXUNYELWA¹
ACTING ACCOUNTANT - GENERAL
DATE: 5 April 2018

¹ The Accountant-General is responsible for the issuing of all Treasury Instructions at the National Treasury to ensure that such is issued from a central point. The contents of this Treasury Instruction is, however, the responsibility of the Office of the Chief Procurement Officer and is issued on behalf of that Office.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE

THE APPOINTMENT OF SERVICE TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME FOR PUBLIC PROTECTOR SOUTH AFRICA NATIONALLY FOR A PERIOD OF THREE (3) YEARS

NAME OF BIDDER:

.....BID NO.: PPSA 003/2018

CLOSING TIME :11:00

CLOSING DATE: 13 JULY 2018

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

1. The accompanying information must be used for the formulation of proposals.

2. PROJECT COST STRUCTURE

Bidders shall:

- Quote rates that **include 15%** value added tax;
- Quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service as described in specification;
- Bidders are required to quote exactly according to a template below. Base your quotation on 400 employees and cost must include all expenses and 15% VAT.
- Kindly note quantities given are indicative for PPPFA comparison purposes. Actual quantities may either increase or decrease.

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

Name of Bidder:

Item	Description of service	Price including all expenses and 15% VAT			
		Rate Per unit	Year 1	Year 2	Year 3
1.	Employee health and wellness programme core services				
1.1	<ul style="list-style-type: none"> • Telephone counselling (unlimited sessions for both employees and family members). There should be a call center facility operating 24/7 and the service should be provided in all eleven (11) South African official languages • Face-to-face counselling – Counselling sessions per employee per case in a period of twelve months and sessions per family per case (available nationally) • HIV/AIDS Counselling, Education and support service • Advice on legal matters • Stress, anxiety, depression and health issues • Marital, Divorce and Relationship problems/counselling • Debt Counselling and other financial advices • Family and Parenting concerns • Bereavement counselling • Alcohol/Substance abuse and other drug dependencies • HIV & Aids, (provide unlimited free counselling for employees infected/affected by HIV/AIDS) TB and STI counselling and support • Trauma and critical incident debriefing 	400 employees			

Name of Bidder:

	<ul style="list-style-type: none"> • Referral to appropriate social welfare and health service institutions. • E-Care programme to enhance and accelerate access to services (online wellness programme) • Critical incident service (trauma and onsite counselling) • Managerial consultancy and referrals • Reporting – monthly, quarterly and annually • Interactive health and wellness website • Provide monthly health related desk drops • Review of health and wellness program and policy • Communication and marketing services- programme launch (customised promotional material- brochures, wallet cards, etc • Dedicated client relations manager • Conduct 2 employee wellness related workshops per annum to all PPSA employees Nationally and the workshop to cover the following: <ul style="list-style-type: none"> ➤ Stress management ➤ Financial management ➤ Emotional intelligence / conflict management ➤ Work life balance 					
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Name of Bidder:

Item	Description of service	Unit	Price including all expenses & 15% VAT			
			Rate Per unit	Year 1	Year 2	Year 3
1.	Employee health and wellness programme core services					
1.2	Conduct training sessions to employees, managers and supervisors on managing and implementing the wellness programme to PPSA Nationally (as and when required basis)	4x19				
1.3	Conduct voluntarily counselling and testing (VCT) for employees twice a year	400X2				
1.4	Conduct screening of TB prevalence twice a year and refer employees to health facilities when necessary and chronic diseases	400X2				
1.5	Implement 4 wellness awareness campaigns in line with the National Health and PPSA calendar including health promotional materials/posters Nationally	4x19				
1.6	HIV/AIDS Disease Management <ul style="list-style-type: none"> • PreHAART • HAART • PEP (fee for service) • PMTCT 	400X2				
Item	Description of service	Unit	Price including all expenses & 15% VAT			
1.	Employee health and wellness programme core services	Unit	Rate Per unit	Year 1	Year 2	Year 3
1.9	Absenteeism and Incapacity Management	400X2				
1.10	Any other costs (bidders to specify)					

Name of Bidder:

1.11	Total (including all expenses & VAT)					
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Total Cost over 3 years (Including 15% VAT and escalations) in words:

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NB: The Bidder warrants by signing below that the pricing quoted above is free of any errors or omissions and that he/she is able to deliver the contract on the prices quoted.

SIGNATURE OF DELEGATE :

NAME OF DELEGATED SIGNATORY (PRINT) :

DESIGNATION OF SIGNATORY (PRINT) :
in his capacity as

(who warrants his authority to sign on behalf of?)

NAME OF BIDDER (COMPANY) :

DATE:

TOTAL PROJECT COST

4. Are the rates quoted firm for the full period of contract? YES/NO

Name of Bidder:

Any enquiries regarding bidding procedures may be directed to the –

Mrs. Nkele Nemusimbori

Email: nkelen@pprotect.org

Tel : (012) 366 7014

Technical information –

Mrs. Thabang Maswi

Email: ThabangMa@pprotect.org

Tel: (012) 366 7251



DETAILED PRICING SCHEDULE

BID NUMBER: PPSA 003/2018

**CLOSING DATE AND TIME OF BID:
13 JULY 2018 AT 11:00**

BID VALIDITY PERIOD: 120 DAYS

REF: Supply of health and employee wellness program me to PPSA: 003/2018

PROJECT COST STRUCTURE

Bidders shall:

- Quote rates that **include 15%** value added tax;
- Quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service as described in specification;
- Bidders are required to quote exactly according to a template below. Base your quotation on 400 employees and cost must include all expenses and 15% VAT. Kindly note quantities given are indicative for PPPFA comparison purposes. Actual quantities may either increase or decrease.

Item	Description of service	Unit	Price including all expenses and 15% VAT		
			Year 1	Year 2	Year 3
			Rate	Per unit	
1.1	<p>Employee health and wellness programme core services</p> <ul style="list-style-type: none"> • Telephone counselling (unlimited sessions for both employees and family members). There should be a call center facility operating 24/7 and the service should be provided in all eleven (11) South African official languages • Face-to-face counselling – Counselling sessions per employee per case in a period of twelve months and sessions per family per case (available nationally) • HIV/AIDS Counselling, Education and support service • Advice on legal matters 	400 employees			

REF: Supply of health and employee wellness program me to PPSA: 003/2018

	<ul style="list-style-type: none"> • Stress, anxiety, depression and health issues • Marital, Divorce and Relationship problems/counselling • Debt Counselling and other financial advices • Family and Parenting concerns • Bereavement counselling • Alcohol/Substance abuse and other drug dependencies • HIV & Aids, (provide unlimited free counselling for employees infected/affected by HIV/AIDS) TB and STI counselling and support • Trauma and critical incident debriefing • Referral to appropriate social welfare and health service institutions. • E-Care programme to enhance and accelerate access to services (online wellness programme) • Critical incident service (trauma and onsite counselling) • Managerial consultancy and referrals • Reporting – monthly, quarterly and annually • Interactive health and wellness website • Provide monthly health related desk drops • Review of health and wellness program and policy • Communication and marketing services- programme launch (customised promotional material- brochures, wallet cards, etc 				
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Item	Description of service	Unit	Price including all expenses & 15% VAT	Year 1	Year 2	Year 3
1. Employee health and wellness programme core services			Rate Per unit			
1.2	<ul style="list-style-type: none"> • Dedicated client relations manager • Conduct 2 employee wellness related workshops per annum to all PPSSA employees Nationally and the workshop to cover the following: <ul style="list-style-type: none"> ➢ Stress management ➢ Financial management ➢ Emotional intelligence / conflict management ➢ Work life balance 	4x19				
1.3	Conduct training sessions to employees, managers and supervisors on managing and implementing the wellness programme to PPSSA Nationally (as and when required basis)	400X2				
1.4	Conduct voluntarily counselling and testing (VCT) for employees twice a year	400X2				
1.5	Conduct screening of TB prevalence twice a year and refer employees to health facilities when necessary and chronic diseases	400X2				
1.6	Implement 4 wellness awareness campaigns in line with the National Health and PPSSA calendar including health promotional materials/posters Nationally	4x19				
	HIV/AIDS Disease Management <ul style="list-style-type: none"> • PreHAART • HAART • PEP (fee for service) • PMTCT 	400X2				

REF: Supply of health and employee wellness program me to PPSSA: 003/2018

Item	Description of service	Unit	Price including all expenses & 15% VAT		
			Year 1	Year 2	Year 3
1.	Employee health and wellness programme core services		Rate Per unit		
1.9	Absenteeism and Incapacity Management	400X2			
1.10	Any other costs (bidders to specify)				
1.11	Total (including all expenses & VAT)				

Total Cost over 3 years (Including 15% VAT and escalations) in words:

.....

NB: The Bidder warrants by signing below that the pricing quoted above is free of any errors or omissions and that he/she is able to deliver the contract on the prices quoted.

SIGNATURE OF DELEGATE :

NAME OF DELEGATED SIGNATORY (PRINT) :

in his capacity as

DESIGNATION OF SIGNATORY (PRINT)

.....
who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY)

.....

DATE

.....

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

²⁹Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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.....
.....

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

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



TERMS OF REFERENCE

THE APPOINTMENT OF SERVICE TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME FOR PUBLIC PROTECTOR SOUTH AFRICA NATIONALLY FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: PPSA 003/2018

**CLOSING DATE AND TIME OF BID:
13 JULY 2018 AT 11:00**

BID VALIDITY PERIOD: 120 DAYS

1. BACKGROUND

- 1.1 The Public Protector South Africa (PPSA) is established under Section 182 of the Constitution of the Republic of South Africa, in terms of which the PPSA has the power to:
 - 1.1.1 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice;
 - 1.1.2 Report on that conduct; and
 - 1.1.3 Take appropriate remedial action.

2. PROBLEM STATEMENT AND PURPOSE

- 2.1 Public Protector SA acknowledge that employees as human beings are affected by various elements/situations of life and they react to such situation in various ways. While the employee is affected and he/she respond to various situation, the employee is equally expected to perform optimally in the work situation.
- 2.2 The purpose of this tender is to appoint a suitable service provider to ensure that PPSA provide an effective employee health and wellness assistance to all employees and their immediate family members for a period of three (3) years.
- 2.3 PPSA seeks to implement a wellness programme that is preventative in nature focusing on both primary and secondary prevention when dealing with psychosocial problems as a result of hostile physical and psychosocial working environments.
- 2.4 The ultimate purpose of implementing an Employee Wellness programme is to address the psychosocial aspects of wellbeing of employee and immediate family members with the objective of improving productivity in the workplace.

3 SCOPE OF PROJECT

- 3.1 The scope of the services must be undertaken within the framework set out in the Employee Health and Wellness Strategic Framework for the Public Service, best Practice models, service level agreement (SLA) signed with PPSA and other applicable Legislation.

4. DELIVERABLES

4.1 Employee Assistance Programme

- 4.1.1 Telephone counselling (unlimited sessions for both employees and employee's next of kin members). There should be a call center facility operating 24/7 and the service should be provided in all eleven (11) South African official languages.
- 4.1.2 Face-to-face counselling. Counselling sessions per employee per case in a period of twelve (12) months and sessions per family per case. (Services to be available nationally).
- 4.1.3 The telephone or face to face counselling to be provided in the following areas:
 - 4.1.3.1 Stress, anxiety, depression and health issues
 - 4.1.3.2 Marital, Divorce and Relationship problems/counselling
 - 4.1.3.3 Debt Counselling and other financial advices
 - 4.1.3.4 Advice on legal matters (not representing employee on court)
 - 4.1.3.5 Family and Parenting concerns
 - 4.1.3.6 Bereavement counselling
 - 4.1.3.7 Alcohol/Substance abuse and other drug dependencies
 - 4.1.3.8 Human Immune Deficiency virus (HIV) and Acquired immune deficiency syndrome (Aids), Tuberculosis (TB) and Sexually Transmitted Infection (STI) counselling and support
 - 4.1.3.9 Trauma and critical incident debriefing, and
 - 4.1.3.10 Referral to appropriate social welfare and health service institutions.

4.2 Employee health and wellness program

- 4.2.1 Review of the health and wellness program and policy
- 4.2.2 Conduct 2 employee wellness related workshops per annum to all PPSA employees nationally and the workshop to cover the following:
 - 4.2.1.1 Stress management
 - 4.2.1.2 Financial management
 - 4.2.1.3 Emotional intelligence / conflict management
 - 4.2.1.4 Work life balance.
- 4.2.3 e-Care programme to enhance and accelerate access to services (provide PPSA online wellness programme)
- 4.2.4 Conduct Health and wellness events on site (on PPSA premises)
- 4.2.5 Absenteeism and incapacity management

4.2.6 Critical incident service (trauma and onsite counselling)

4.2.7 Monitoring and evaluation by providing monthly and quarterly reports on client usage and organizational health trends with recommendations on interventions to improve the health and wellbeing of PPSA employees.

4.2.8 Managerial consultancy and referrals.

4.2.9 Conduct training and awareness- Conduct four (4) training sessions per annum to employees, managers and supervisors on prevalent issues linked to the employee health and wellness programme nationally.

4.3 HIV/AIDS and TB Management

4.3.1 Conduct VCT for employees twice (2) a year to all PPSA employees nationally.

4.3.2 Provide unlimited free counselling sessions for employees infected / affected by HIV / AIDS.

4.3.3 Conduct screening of TB prevalence twice (2) a year and refer employees to health facilities when necessary to all PPSA employees nationally.

4.4 Health promotion programmes

4.4.1 Conduct tests of chronic diseases among employees twice (2) per annum.

4.4.2 Implement the wellness awareness campaigns in line with the National Health and PPSA wellness calendar.

4.5 Website

4.5.1 An interactive health and wellness website.

4.5.2 Provide monthly desk drops on financial management, legal services and health and wellness. Telephone counselling for financial management and legal services / advice.

5. Estimated number of employees per office

Head Office = 159	Kuruman Regional Office = 5	Klerksdorp Regional Office = 3
Johannesburg Office = 23	Free State Office = 17	Western Cape Office = 19
Limpopo Office = 22	Phuthaditjhaba Regional Office = 4	George Regional Office = 3
Musina Regional Office = 4	Mpumalanga Office = 18	Eastern Cape Office = 19
Northern Cape Office = 15	North West Office = 22	Mthatha Regional Office = 5
Upington Regional Office = 4	Rustenburg Regional Office = 6	KwaZulu Natal Office = 19
		Pietermaritzburg Office = 2

6. PPSA physical addresses and estimated number of employees per office

PROVINCIAL OFFICES			
HEAD OFFICE 175 Lunnon Street Hillcrest Office Park, 0083 Pretoria Tel: (012) 366 7000 Fax: (012) 362 3473	FREE STATE 169A Engen House Nelson Mandela Drive Bloemfontein Tel: (051) 448 6172/6185 Fax: (051) 448 6070	GAUTENG Lara's Place 187 Bree Street Corner Bree and Rissik Street Johannesburg, 2000 Tel: (011) 492 2807/2806/2801 Fax: (011) 492 2365	WESTERN CAPE 4 th Floor 51 Wale str/Bree str Cape Town Tel: (021) 423 8644 Fax: (021) 423 8708
EASTERN CAPE Unathi House Independent Avenue, Bisho Behind Pick 'n Pay Tel: (040) 635 1286/7/1145/1126 Fax: (040) 635 1291	LIMPOPO 18 Landros Mare Street Polokwane 0700 Tel: (015) 295 5712/ 5699 /5956 Fax: (015) 295 2870	MPUMALANGA Pinnacle Building Suite 101 1 Parking Street, Nelspruit Tel: (013) 752 8543 Fax: (013) 752 7883	NORTH WEST Public Protector Chambers Cnr Martin & Robinson Street Mafikeng Tel: (018) 381 1060/1/2 Fax: (018) 381 2066
		NORTHERN CAPE 4 Sydney Street Pretmax Building, 2 nd & 4 th Floor Kimberly 8300 Tel: (053) 831 7766/5381	KWAZULU-NATAL 22ND Floor Suite 2114 Commercial City Building Durban Tel: (031) 307 5300/5250/5251 Fax: (031) 307 2424
REGIONAL OFFICES			
GEORGE 1 st Floor South Wing Bataleur Park Cnr Cathedral & Cradock Str George, 6259 Tel: (044) 874 2887/904 Fax: (044) 874 5922	KURUMAN 1 Rose Avenue Shop 1 Kuruman 8460 Tel: (053) 712 1762/ 2347 Fax: (053) 712 2417	RUSTENBURG Suit No 12 Old SARS Building 135 Klopper Street Tel: (014) 592 9023/6 Fax: (014) 592 9031	PHUTHADITJHABA Mampoi Street Shop No 1 Naledi Mall Tel: (058) 713 2974/5 Tel: (058) 713 2976
MTHATHA No. 6 Knorf Street Fortgate Mithatha Tel: (047) 531 3773/4/5 Fax: (047) 531 3776	MUSINA Vijays Centre 1 Hans Van Der Merwe Ave. Musina Extermion 1, 0900 Tel: (071) 461 0483 Fax: 086 535 2353	UPINGTON Umbra Building 55-59 Mark Street Upington 8800 Tel: (054) 338 5740 Fax: (054) 388 0036	PIETERMARITZBURG Assupol Building, 1 st Floor 221 Pietermaritzburg Str, Pietermaritzburg Tel: (033) 346 0718 Fax: (086) 639 7608
	KLERKSDORP 8 th Floor, P C Pelser BLD Cnr. Anderson & Voortrekker street Klerksdorp, 2571 Tel: 073 575 9652 Fax: 082 625 4772		



PUBLIC PROTECTOR SOUTH AFRICA

SPECIAL BID CONDITIONS – RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME

BID NO: PPSA 003/2018

TO APPOINT SUPPLIER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME TO PUBLIC PROTECTOR SOUTH AFRICA (PPSA) NATIONALLY

PERIOD: CONTRACT WILL BE FOR THREE (3) YEAR

CLOSING TIME: 11:00 AM DATE: 13 JULY 2018

VALIDITY: 120 DAYS

A. CONDITIONS OF BID

1. INFRASTRUCTURE

1.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:

1.1.1 Personnel complement, divided into -

1.1.1.1 Management personnel;

1.1.1.2 Supervisors; and

1.1.1.3 Workers. Full time: Part time:

1.1.2 Composition in terms of shareholding

1.1.3 Address of Head Office.

1.1.4 Addresses of regional offices/branches

- 1.1.5 Date from when the company commenced its operations.
- 1.1.6 Details of current and current /completed contracts for the supply of employee health and wellness programme over the past five (5) years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.
- 1.1.7 Financial position i.e. annual turnover.
- 1.1.8 Names, postal address and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.
- 1.1.9.1 Name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.
- 1.1.10 the name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

2. OTHER CONDITIONS OF BID

- 2.1 The PPSA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
 - 2.1.1 Received without all the data and information requested.
 - 2.1.2 That fails the Gate Keeping Criteria / Mandatory Documents if stipulated in the RFP document;
 - 2.1.3 That fails to comply with the specification.
 - 2.1.4 That contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
 - 2.1.5 Such non-compliant bids shall be rejected without further evaluation, provided that PPSA believes, in its own discretion, that the non-compliance is minor then PPSA may continue with the evaluation, or seek clarification thereon or reject the bid.
 - 2.1.6 Bidders who is not registered on **Central Supplier Database (CSD)** and not attached it and provided the CSD number on the tender document.
 - 2.1.7 Bidders who do not attach Tax Clearance Certificate and provide the TCS pin to be attached on the tender document.
 - 2.1.8 Bidders who do not complete and sign the following SBD Forms:

- SBD 1, SBD 2 for TCC compliance, SBD 3.3 (Price Schedule): Also attach the separate costing breakdown, SBD 4, SBD 6.1, SBD 8, SBD 9.
- 2.1.9 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 2.1.10 Bidders who receive information not available to other potential bidders through fraudulent means;

2.2 PPSA reserves the right:

- 2.2.1 Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 2.2.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- 2.2.3 To accept part of a bid rather than the whole bid.
- 2.2.4 To benchmark prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.
- 2.2.5 To split the award of the bid between two or more Bidders. PPSA reserve the right to negotiate a fixed price with both companies.
- 2.2.6 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.
- 2.2.7 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.
- 2.2.8 To award the contract to a Bidder whose bid was not the lowest in price.
- 2.2.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 2.2.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 2.2.11 The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the

PPSA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

2.2.12 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.

2.2.13 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members

2.3 This bid prevents the sub-contracting of services by contracted service providers to other companies. However, bidders may enter into joint ventures that satisfy the applicable legislation;

2.4 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract. Any enquiries must be referred, in writing, to the specified persons.

2.5. Undertakings by the Bidder

2.5.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

2.5.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this RFP.

2.5.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

- 2.5.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 2.5.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.
- 2.5.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.
- 2.5.7 The bidder warrants that the service proposed under this RFP 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 this RFP.

3. BID REQUIREMENTS

- 3.1 The responsibility and accountability for the supply of employee health and wellness programme will remain with the successful Bidder/s.
- 3.2 Bidders to submit their delivery methodology indicating how the entire contract will be handled over the three (3) year period.

3.3 summary of administrator required services

Bidders to provide details of the service offering including but not limited to if required:

3.3.1 Employees records

- 3.3.1.1 Proper filing system
- 3.3.1.2 Create audit trail for all changes
- 3.3.1.3 Real time compliance

3.3.2 Query management

- 3.3.2.1 Queries to be handled in all eleven (11) South African official language
- 3.3.2.2 Response time
- 3.3.2.3 Escalate difficult cases
- 3.3.2.4 Follow up

3.3.2.5 Outline the process on how queries are recorded

3.3.3 Fraud Management

3.3.3.1 Have a fraud identification system.

3.3.3.2 Investigate all cases of suspected fraud/abuse by members, service providers and other reported to the Forensic department.

3.3.3.3 Depending on outcome, apply an appropriate sanction

3.3.3.4 Participate in the industry wide fraud management initiative

3.3.4 Submission of quarterly reports

The appointed service provider will be expected to submit quarterly and annual reports to PPSA project manager.

4. PREVIOUS EXPERIENCE

4.1 Bidders must submit written and signed reference letter/s from current or previous client/s where the employee health and wellness programme was successfully provided.

4.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders

5. LEGISLATIVE REQUIREMENTS

5.1 Working conditions and labour practices shall be in compliance with all applicable legislation / employee conditions.

5.2 Employees must be registered with the Unemployment Insurance fund (UIF), Compensation Fund and South African Revenue Services.

5.4.1 The service provider must also comply with any applicable determination or agreement, in terms of the Labour Relations Act 66 of 1995 and Basic Conditions of Employment Act, 75 of 1997. Minimum wages should be adhered to and other benefits like bonuses, paid vacation and sick leave should also be provided.

5.3 Employees must be paid within the month.

5.4 Service provider must not be dependent on being paid by PPSA.

6. CONTRACT REQUIREMENTS

6.1 Contract period

The start date of the project rollout will be confirmed with the successful Bidders upon contract negotiations. The initiative is based on deliverables. The supply of employee health and wellness programme contract period is three (3) years from signature date subject to annual review of service provider's performance.

6.2 General terms and conditions of contract

Bidders must complete the attached GCC for the general terms and conditions of the contract.

7. PRICE BASIS

7.1 Bidders shall take into account that PPSA's total requirements will be allocated one bidder.

7.2 Bidders shall quote prices in South African Rand and 15% Value Added Tax shall be included and shown separately.

7.2.1 For PPSA to be in a position to facilitate the evaluation of bids and the administration of the contract it is required that prices quoted be firm for the duration of the contract period, and must also be furnished on the basis of "delivered to the specified office".

7.3 Bidders shall quote on the basis indicated in the Pricing Schedule.

7.3.1 Bidders must ensure that they quote for PPSA nationally as per detailed pricing schedule.

7.4 Prices tendered for must be inclusive of all required deliverables to the various offices as per specification.

7.5 PPSA requires an all-inclusive and fully transparent cost structure.

7.6 Pricing of the services must be linked to the Specification.

7.7 Payment terms

7.7.1 The standard 30 day payment period will apply on the payment of all invoices from receipt of valid invoice.

7.8 Bidders must indicate what portion of the total price will be allocated to each member of the JV or Consortium where a Bidder is constituted of more than one member.

7.9 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.

7.10 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.

7.11 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted

8. TAX CLEARANCE CERTIFICATE:

8.1 An original and valid Tax Clearance Certificate issued by the South African Revenue Services (SARS) must be submitted together with the bid at the closing date and time of the bid.

8.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.

8.3 Failure to submit the original and Valid Tax Clearance Certificate at the closing date and time of the bid will result in the invalidation of the bid.

8.4 The successful bidder to ensure that the Tax Clearance Certificate is valid for the duration of the contract period OR

8.5 **In terms of National Treasury Instruction No.3 of 2014/2015**

8.5.1 Electronic Tax Compliance Status (TCS) system

- As from 1 November 2014, the paper-based tax clearance certificates issued by SARS will be gradually phased out and replaced with an electronic Tax Compliance Status (TCS) system. This new system will allow for the online real-time verification of a person's tax compliance status.
- Any person who require his or her tax compliance status disclosed to department, constitutional institution or public entity for purposes of submitting a bid or to confirm its good standing must request a unique security personal identification number (PIN) from SARS

8.6 Bid Documents

The bidder to provide the following in their bid documents:

8.6.1 Bidder to grant written confirmation upon submission of a bid that SARS may, on an on-going basis during the contract term, disclose the bidder's tax compliance status to the department, constitutional institution or public entity

8.6.2 For successful bidders who appoint a sub-contractor to execute a portion of a contract in excess of the threshold prescribed by the National Treasury, to ensure that such a sub-contractor is tax compliant and remain tax compliant for the full

duration of the contract. Successful bidders will be required to provide the PPSA with written consent from its sub-contractors confirming that SARS may, on an on-going basis during the contract term, disclose the sub-contractor's tax compliance status to the institution.

- 8.6.3 For a bidder who acts on behalf of an undisclosed principal to disclose such a fact upon submission of a bid, as well as the identity of that principal. The tax compliance status of that principal must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any sub-contractor appointed by a successful bidder to execute a portion of a contract in excess of the threshold prescribed by National Treasury
- 8.6.4 For the tax compliance status of all partners to be verified, if the bidder consists of a partnership and
- 8.6.5 For bidders who are resident in the Republic of South Africa, to apply for tax clearance at SARS.
- 8.7 No tender shall be awarded to a bidder who is not tax compliant. PPSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to PPSA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. PPSA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

9. COUNTER CONDITIONS

Bidder's attention is drawn to the fact that amendments to any of the Special Conditions by bidders may result in the invalidation of such bids.

10. FRONTING

10.1 The Public Protector South Africa (PPSA) support the broad based economic empowerment and recognises that the 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. Based on the above Public Protector South Africa (PPSA) condemns any form of fronting.

10.2 The Public Protector South Africa (PPSA), 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 the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from 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. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

11. Promotion of Emerging Black owned Service Providers

It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

12. Supplier Performance Management

12.1. Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.

12.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to PPSA's business.

12.3. Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

13. Supplier Development

13.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the PPSA and the successful bidder.

14. PPSA requires bidder(s) to declare

In the Bidder's Technical response, Bidder(s) are required to declare the following:

14.1 Confirm that the bidder(s) is to: –

14.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;

14.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

14.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

14.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

14.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

14.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

14.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

14.1.8 To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

15. Conflict of interest, corruption and fraud

- 15.1.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 15.1.2 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 15.1.3 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 15.1.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;
- 15.1.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 15.1.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;
- 15.1.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;
- 15.1.8 Has in the past engaged in any matter referred to above; or
- 15.1.9 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16. Misrepresentation during the lifecycle of the contract

16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

17. Preparation costs

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing PPSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

18. Indemnity

If a bidder breaches the conditions of this bid and, as a result of that breach, PPSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPSA harmless from any and all such costs which PPSA may incur and for any damages or losses PPSA may suffer.

19. Precedence

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

20. Limitation of liability

A bidder participates in this bid process entirely at its own risk and cost. PPSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

21. Tender defaulters and restricted suppliers

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. PPSA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

22. Governing Law

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

23. Responsibility for sub-contractors and bidder's personnel

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

24. Confidentiality

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a

bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA 's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

25. PPSA proprietary information

Bidder will on their bid cover letter make declaration that they did not have access to any PPSA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

26. Availability of funds

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the PPSA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

27. EVALUATION PROCESS:

27.1 Gate-keeping evaluation:

Bidders must submit the following mandatory documents and complete all forms and questionnaires contained in this bid / tender. Failure to comply with the gate-keeping criteria may result in the disqualification of bid.

27.1.1 Bidders to submit proof that they will be in a position to provide e-service/website and active 24/7, 365 days call centre (with toll free number)

27.1.2 Bidders to indicated / submit proof that they have national face to face counselling facilities (submit proof or confirmation letter on their company letter head)

27.1.3 Submit a list of suitable qualified health, finance and legal professionals which the service provider has in place nationally (doctors, social worker's, nurses, psychologists, legal experts financial advisers). The list should be broken down according to provinces and all professionals must be registered with the relevant South African professional bodies (this information will be verified during the due diligence).

27.1.4 Geographical Coverage: Prospective bidders should have a South African footprint in all nine (9) Provinces where PPSA is operating in order to be in a position to meet service level agreement (submit proof).

NOTE: Bidders to submit a detailed list indicating their company presents or the companies which they will be partnering with (company operating physical addresses).

27.1.5 Bidders must submit written and signed reference letter/s from current or previous client/s where the health and wellness programme service was successfully provided. Reference letter/s should bear the letterheads of the client and should signed by the person at management level. The referees must be contactable and the contact details provided must include:

- ✓ Contact Person;
- ✓ Designation;
- ✓ Organisation/ Company name;
- ✓ E-mail address; and
- ✓ Cell number/Office number
- ✓ **The reference letter must also indicated the number of employees for the client.**

27.1.6 Bidders to submit detailed project plan with proper timelines, milestones and the methodology on how the project will be implementation and managed. The bidder must demonstrate thorough understanding of the objectives and deliverables of this project. The bidder must provide a comprehensive action plan for the implementation including turnaround times on how this will be achieved.

27.2. Functionality

Bidders must score at least 70% out of 100% points on functionality to be considered to phase three (3). Bidders who score less than 70% on functionality will be regarded as non-responsive submission.

Criteria	Weight	Sub-criteria
<p>Company experience: The bidder must submit signed reference letter/s from current and previous clients where health and wellness programme services was successfully implemented. All letters must be on the company letter head of the referee and signed by the referee. The reference letter must also indicated the number of employees for the client. The referees must be contactable and the contact details provided must include: The referees must be contactable and the contact details provided must include:</p> <ul style="list-style-type: none"> ✓ Contact Person; ✓ Designation; ✓ Organisation/ Company name; ✓ E-mail address; and ✓ Cell number/Office number 	30/100	<ul style="list-style-type: none"> • 3 or more signed reference letters with more than 400 employees combined = 5 • 2 signed reference letters with 400 employees combined = 3 • 1 signed reference letter with less than 400 employees = 1
<p>Number of years of bidders experience in the provision of health and wellness programme services</p>	20/100	<ul style="list-style-type: none"> • 5 or more years' experience in providing the health and wellness programme services = 5 • >3-4 years' experience in providing the health and wellness programme services = 3 • 1-2 year/s experience in providing the health and wellness programme services = 1
<p>Bidders geographical location / National footprint Prospective bidders should have a South African footprint in all nine (9) Provinces where PPSA is operating in order to be in a position to meet service level agreement (as indicated in the specification of this bid).</p>	30/100	<ul style="list-style-type: none"> • Bidder has presence in 9 provinces = 5 • Bidder has presence in 6-8 provinces = 3 • Bidder has presence in 3-5 provinces = 1
<p>Detailed project plan with proper timelines, milestones and the methodology on how the project will be implemented and managed</p> <p>The project plan and methodology should outline but not limited to the</p>	20/100	<ul style="list-style-type: none"> • If the bidder's proposal clearly demonstration expertise in all 6 project stages which will be outlined through a synopsis = 5 • If the bidder's proposal clearly demonstration expertise in 4-5 project stages which will be outlined through a synopsis = 3

following:

✓ **Step 1 Project initiation:**

Initial meeting with the project manager and key stakeholders to discuss their needs and expectations (understanding of terms of reference) , and establish baselines for project scope, budget, and timeline.

✓ **Step 2 Project**

planning: How the needs, will be prioritized, setting out the roadmaps, acceptance plan and how project goals will be accomplished.

✓ **Step 3 Project**

implementation: How milestones for essential deadlines and deliverables will be set and this must also outline how the progress will be tracked / monitored once work begins to ensure you complete key tasks on time.

✓ **Step 4 Project**

scheduling: Which must outline each deliverable and define the series of tasks that need to be completed in order to accomplish each one including timelines and dependencies.

✓ **Step 5:** Outline how issues and risk will be identified upfront that will affect the project.

✓ **Step 6:** Clear communication process and the project close up process

- If the bidder's proposal clearly demonstration expertise only in 3 project stages which will be outlined through a synopsis = 1

The minimum qualifying score for functionality is 70%. All bids that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and BBEE, in Phase 3.

27.3 Phase 3 evaluations:

Only bidders that qualified in phase 2 of the evaluation will be considered for phase 3

27.3.1 PRICING AND BBEE

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:

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to BBEE	20/100	Points will be awarded to bidders according to their BBEE status level of contributor as indicated in the BBEE accreditation certification as indicated below:
BBEE LEVELS		SCORES
	Level 1	20
	Level 2	18
	Level 3	14
	Level 4	12
	Level 5	8
	Level 6	6
	Level 7	4
	Level 8	2
	Non- compliant Contributor	0

27.3.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

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

27.3.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

27.3.5 Failure on the part of the bidder to comply with paragraphs 8.1.3 and 8.1.4 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

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

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

27.3.8 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

27.3.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

27.3.10 SUB-CONTRACTING

The bidder **MUST** indicate any portion of the contract which they will be sub-contracting to another service provider as per clause 8 of **SBD 6.1**.

28. Proposal documents

28.1 Bidders responding to this bid are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this bid.

28.1.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.

28.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.**

28.3. Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the PPSA's policy not to consider late bids for tender evaluation.**

28.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

28.4.1 Proposals must be compiled in the following manner:

28.4.1.1 One (1) original proposal (marked 'original') must be submitted and should not be retyped and one electronic copies (on CD)

28.4.1.2 Two (2) copies of the proposal (marked 'copy') must be submitted;

28.4.1.3 All Annexures, company profiles, CV's, etc., shall form part of the '**ORIGINAL**' as well as the '**COPY**' proposals.

28.4.2 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

28.4.3 Name of bidder;

28.4.4 Description of proposal;

28.4.5 Bid / tender number;

28.4.6 Closing date and time;

28.4.7 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

28.5 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

28.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

28.7 A valid tax clearance certificate must be included in the bid response, or proof of application endorsed by SARS in this regard

29. Consultation prior to submission of a proposal

Bidders shall consult, **in writing**, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Nkele Nemusimbori / Thabang Maswi	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7014 / 7251 Email: nkelen@pprotect.org thabangMa@pprotect.org

30. Clarifications and communication

- 30.1.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **11H00 ON THE 29 JUNE 2018**. No further questions will be entertained after this period.
- 30.1.2 The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 30.1.3 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- 30.2 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 30.3 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 30.3.1 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 30.3.2 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 30.3.3 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 30.3.4 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

NB: NO BRIEFING SESSION



VERIFICATION DOCUMENT

Required documentation to be attached to the cover pages as indicated below.

To assist bidders to check that all required documents are included in the file.

ID	RETURNABLE DOCUMENTS	YES
1.	Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)	
1.	Invitation to bid (SBD1)	
2.	Special Bid Conditions	
3.	Specification	
4.	General Conditions of Contract	
5.	Valid Tax Clearance Certificate (SBD 2)	
6.	Pricing Schedule Firm Price (SBD 3.3)	
7.	Detailed Pricing Schedule (spread sheet)	
8.	Declaration of Interest (SBD 4)	
9.	Preferential Points Claim Form (SBD 6.1)	
10.	Declaration Certificate for Local Production Content (SBD 6.2)	Not applicable
11.	Declaration of bidders past SCM Practices (SBD 8)	
12.	Certificate of Independent bid determination (SBD 9)	
13.	BBBEE Documents (Only If Bidders want to claim preferential points of 20 %, (Status Level Verification Certificate)	
14.	Copy of Board Resolutions, duly certified	
15.	Company Registration Documents	
16.	Signed JV / Consortium Agreement	If applicable
17.	Company Profile (Not more than 3 pages)	
18.	Complex Group Structure (if applicable)	
19.	Employment Equity Approved Plan	
20.	List of shareholders on company letterhead	
21.	Share Certificates	
22.	Identity Documents of Shareholders	
23.	List of directors on company letterhead	
24.	List of beneficiaries in the case of a Trust (full names, not initials)	
25.	Latest audited Financial Statements	
26.	Bidders to submit proof that they will be in a position to provide e-service/website and active 24/7, 365 days call centre (with toll free number)	

27.	Bidders to indicated / submit proof that they have national face to face counselling facilities (submit proof or confirmation letter on their company letter head)	
28.	Submit a list of suitable qualified health, finance and legal professionals which the service provider has in place nationally (doctors, social worker's, nurses, psychologists, legal experts financial advisers). The list should be broken down according to provinces and all professionals must be registered with the relevant South African professional bodies (this information will be verified during the due diligence).	
29.	<p>Geographical Coverage: Prospective bidders should have a South African footprint in all nine (9) Provinces where PPSA is operating in order to be in a position to meet service level agreement (submit proof).</p> <p>NOTE: Bidders to submit a detailed list indicating their company presents or the companies which they will be partnering with (company operating physical addresses).</p>	
30.	<p>Bidders must submit written and signed reference letter/s from current or previous client/s where the health and wellness programme service was successfully provided. Reference letter/s should bear the letterheads of the client and should signed by the person at management level. The referees must be contactable and the contact details provided must include:</p> <ul style="list-style-type: none"> ✓ Contact Person; ✓ Designation; ✓ Organisation/ Company name; ✓ E-mail address; and ✓ Cell number/Office number ✓ The reference letter must also indicated the number of employees for the client. 	
31.	Bidders to submit detailed project plan with proper timelines, milestones and the methodology on how the project will be implementation and managed. The bidder must demonstrate thorough understanding of the objectives and deliverables of this project. The bidder must provide a comprehensive action plan for the implementation including turnaround times on how this will be achieved.	
32.	Central Supplier Database (CSD) document	

Invitation to bid (SBD1)

Attach the required documents to and immediately after this cover page and return with proposal documentation

Special Bid Conditions

Attach the required documents to and immediately after this cover page and return with proposal documentation

Specification

Attach the required documents to and immediately after this cover page and return with proposal documentation

General Conditions of Contract

Attach the required documents to and immediately after this cover page and return with proposal documentation

Tax Clearance certificate

Bidders to submit either printed or copies of Tax Clearance Certificate

Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database Number, the Central Supplier Database Number via the Central Supplier Database website www.csd.gov.za to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification must be attached to the supplier's records for audit purposes

Attach the required documents to and immediately after this cover page and return with proposal documentation

Pricing Schedule Firm Price (SBD 3.1)

Attach the required documents to and immediately after this cover page and return with proposal documentation

Detailed Pricing Schedule

Attach the required documents to and immediately after this cover page and return with proposal documentation

Declaration of Interest (SBD 4)

Attach the required documents to and immediately after this cover page and return with proposal documentation

Preferential Points Claim Form (SBD 6.1)

Attach the required documents to and immediately after this cover page and return with proposal documentation

Declaration Certificate for Local Production Content (SBD 6.2) Not Applicable

Attach the required documents to and immediately after this cover page and return with proposal documentation

Declaration of bidders past SCM Practices (SBD 8)

Attach the required documents to and immediately after this cover page and return with proposal documentation

Certificate of Independent bid determination (SBD 9)

**Attach the required documents to and immediately after this cover page and
return with proposal documentation**

BBBEE accreditation certificate

If Bidders want to claim preferential points , then bidders must submit one of the following documents applicable to their companies

- Bidders other than EME's that want to claim preferential points should submit original and valid BBBEE status Level Verification Certificate or certified copies thereof together with their bids, from verification agencies accredited by SANAS or registered auditors approved by Independent Regulatory Board of Auditors (IRBA).
- EME's that want to claim preferential points should submit certificate issued by Accounting Officer (as contemplated in the Closed Corporation Act (CCA)) or Registered Auditor or Verification Agencies accredited by SANAS.
- A trust, consortium or joint venture will qualify for points for their BBBEE status level as a legal entity, provided that the entity submits their BBBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecards as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate tender.

Attach the required documents to and immediately after this cover page and return with proposal documentation

Company registration

Attach company registration documents to and immediately after this cover page and return with proposal documentation.

Joint venture / Consortium agreement

Is the bidding entity a JV or Consortium

Yes / No

If Yes:

1. Attach agreements **signed** by all parties thereto immediately after this cover page and return with proposal

Company Profile (Not more than 3 pages)

PTY's (Circle the correct answer)

- | | | |
|-----|---|----------|
| i) | Is your company a Pty? | Yes / No |
| ii) | Has the company been trading in the past 12 months? | Yes/ No |

If the answer to both the above is a yes, then attach (previous financial year) audited financial statements **signed** by auditors or registered accountants to and immediately after this cover page and return with proposal.

If the answer to (ii) is NO, then attach a signed confirmation letter from the auditor.

Close Corporations (Circle the correct answer)

- | | | |
|------|--|----------|
| iii) | Is your company a Close Corporation? | Yes / No |
| iv) | Has it been trading in the past 12 months? | Yes/ No |

If yes to both the above, attach (previous financial year) financial statements signed by the members to and immediately after this cover page and return with proposal.

If the answer to (iv) is NO, then attach a signed confirmation letter from the auditor.

Complex Group Structure

Does your company have other companies as shareholders Yes/No
If yes, bidders are requested to submit the following:

1. Total breakdown of the shareholding in those companies/organization
2. Diagram of the group structure

Employment Equity approved plan:

1. Please attach employment equity plans submitted to and approved by the Department of Labour
2. Enterprises employing less than fifty (50) people are exempted from this requirement.

Shareholders:

Bidders to submit the list of shareholders on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surnames	Percentage (%)	Gender	Race

N.B. Share certificates must be submitted.

Identity documents:

Attach the required documents to and immediately after this cover page and return with proposal documentation

Note: Please note that Listed companies are exempted from this requirement

Directors:

Bidders to submit the list of Directors on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surnames	Percentage (%)	Gender

Trust beneficiaries:

Bidders to provide definition of the trust/share scheme and submit the list of trust beneficiaries as follows:

First Name	Middle Name (where applicable)	Surnames	Percentage(%)	Gender	Race

Bidders to submit proof that they will be in a position to provide e-service/website and active 24/7, 365 days call centre (with toll free number)

Attach the required documents to and immediately after this cover page and return with proposal documentation

Bidders to indicated / submit proof that they have national face to face counselling facilities
(submit proof or confirmation letter on their company letter head)

**Attach the required documents to and immediately after this cover page and
return with proposal documentation**

Submit a list of suitable qualified health, finance and legal professionals which the service provider has in place nationally (doctors, social worker's, nurses, psychologists, legal experts financial advisers). The list should be broken down according to provinces and all professionals must be registered with the relevant South African professional bodies **(this information will be verified during the due diligence)**.

Attach the required documents to and immediately after this cover page and return with proposal documentation

Geographical Coverage: Prospective bidders should have a South African footprint in all nine (9) Provinces where PPSA is operating in order to be in a position to meet service level agreement (submit proof).

NOTE: Bidders to submit a detailed list indicating their company presents or the companies which they will be partnering with (company operating physical addresses).

Attach the required documents to and immediately after this cover page and return with proposal documentation

Bidders must submit written and signed reference letter/s from current or previous client/s where the health and wellness programme service was successfully provided. Reference letter/s should bear the letterheads of the client and should be signed by the person at management level.

The referees must be contactable and the contact details provided must include:

- ✓ Contact Person;
- ✓ Designation;
- ✓ Organisation/ Company name;
- ✓ E-mail address; and
- ✓ Cell number/Office number
- ✓ **The reference letter must also indicate the number of employees for the client.**

Attach the required documents to and immediately after this cover page and return with proposal documentation

Bidders to submit detailed project plan with proper timelines, milestones and the methodology on how the project will be implementation and managed. The bidder must demonstrate thorough understanding of the objectives and deliverables of this project. The bidder must provide a comprehensive action plan for the implementation including turnaround times on how this will be achieved.

Attach the required documents to and immediately after this cover page and return with proposal documentation

Central Supplier Database (CSD) document

Attach the required documents to and immediately after this cover page and return with proposal documentation

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 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.