

##

**TENDER DOCUMENT**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OCCUPATIONAL HEALTH AND SAFETY SERVICES FOR A PERIOD OF THREE (3) YEARS**

**BID NUMBER: RFP: 03/2023/24**

**CLOSING DATE: 01 SEPTEMBER 2023**

**TIME: 11H00 AM**

**VALIDITY PERIOD: 120 DAYS**

**SUBMIT TENDER DOCUMENTS TO:**

**113 St ANDREW STREET**

 **BLOEMFONTEIN, 9301**

 **Private Bag X20801**

 **Bloemfontein, 9301**

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NB: There will not be an information session conducted, however all the questions relating to the bid may be directed via e-mail to the contact person as per the details provided. Please send your email address to: kalanel@destea.gov.za.

**SECTION A**

**INTERPRETATION**

Reference to any gender implies also all other genders;

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

“**Closing Date**” shall mean **01 September 2023** not later than 11h00;

“**Conditions of Tender**” shall mean the conditions of tender set out in clause 11;

"**Constitution**" shall mean the Constitution of the Republic of South Africa, 1996;

“**DESTEA” or “Department of Economic Development, Small Business, Tourism and Environmental Affairs**” shall mean the Government Department, a component of the South African government established under Public Services Act, 1994;

**“Highest acceptable tender”** shall mean A tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

**“Lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders

**“Specific goals”** shall mean Specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No.16085 dated 23 November 1994;

“**PAJA**” shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;

"**PFMA**" shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2017;

**“Historically Disadvantaged Individual (HDI)” shall mean:**

A South African citizen:

1. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) (the Interim Constitution”); and/or
2. Who is female; and/or
3. Who has a disability.

1.2.10"**Procurement Act**" shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2017;

1.2.11 "**Procurement Laws**" shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;

* + 1. “**RFT**” or “**RFT Document(s)**” shall mean this request for tender and the Returnable Documents;
		2. “**Returnable Documents**” shall mean the following documents:

 Completed price schedule of this RFT;

JV/Consortium agreement (if applicable);

* + - 1. duly completed and signed Annexure SBD 1 – Invitation to Bid;
			2. duly completed and signed Annexure SBD 3.1 – Price Schedule;
			3. duly completed and signed Annexure SBD 4 – Bidders’ Disclosure;
			4. duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
			5. General Conditions of Contract
			6. Consent Form – Form IV
		1. **“Respondent**” shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;
		2. **“Tender”** shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;
		3. “**Premises**” shall mean DESTEA’s facilities where business operations are conducted – 113 St Andrew Street, Bloemfontein, 9301. Once service provider is appointed, they will visit 113 St Andrew Street, Bloemfontein in order to entrench and execute the project’s roll-out.
		4. **“Successful Respondent”** shall mean the Respondent to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
		5. **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between DESTEA and the Successful Respondent substantially on the terms contained.
		6. **“Business Days”** shall mean any day other than a Saturday, Sunday and public holiday in South Africa;
1. **INTRODUCTION AND DESTEA REQUIREMENTS**
	1. The Department of Economic Development, Small Business, Tourism and Environmental Affairs (DESTEA) is a government in the Free State Province.
	2. The department is responsible has 21 Resorts and Reserves around the province. There are services centers in Lejweleputswa, Thabo Mofutsanyane, Fezile Dabi and Mangaung.
	3. Background
		1. The department has four programmes. The programmes are:
			1. Programme 1: Administration Operations Management
			2. Programme 2: Environmental Affairs
			3. Programme 3: Economic Development
			4. Programme 4: Tourism
2. **TENDER DOCUMENTATION**
	1. This document compact contains the following:
		1. RFT document consisting of pricing schedule;
		2. SBD documents consists of the following Annexures (i) Annexure SBD 1 (invitation to bid); (ii) Annexure 3.1 (Price Schedule); (iii) SBD 4 (Bidders’ Disclosure), (iv) Annexure SBD 6.1 (preference point claim form) and (v) General Conditions of Contract.
	2. The Respondent shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Respondent shall notify the contact person immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

**4. TENDER SPECIFICATION**

* 1. **PURPOSE OF THE BID**
		1. The purpose of the bid is to appoint a service provider to provide Occupational Health and Safety Services to 700 DESTEA employees for a period of three years.

* + 1. This Request for Bids is an invitation for Bidders to submit a bid for the provision of the services as set out in the Terms of Reference contained herein.
		2. No binding contract or other understanding for the supply of the Services will exist between the DESTEA and any Bidder unless and until the DESTEA has executed a formal written contract with the successful Bidder/s.
		3. The Department of Economic, Small Business Development, Tourism and Environmental Affairs reserves the right to appoint more than one service provider for the provision of the services as set out in this Special Conditions of Contract.
		4. The Determination and Directive by the DPSA enforces the effective implementation of Occupational Health and Safety in the Public Service in terms of the national legislative mandates, the Bill of Rights and the Public Service regulation. The Public Service regulations further indicates that the HOD shall establish and maintain a safe and healthy work environment for the employee of the department. The DPSA has put measures in place to ensure that there is uniformity in delivering these mandate and therefore EHW Strategic Framework was developed to promote these rights.
		5. To ensure value for money, a research was conducted to investigate the impact of the Occupational Health and Safety in meeting the needs of employees, and therefore established the need to implement both the internal and external models of this programme. The appointment of the Service provider will ensure that the needs of all employees based at Head office, Service Centres, Resorts and Reserves of the department are met.
1. **OBJECTIVE OF THE BID**

5.1 The objective of the bid is to appoint the service provider Occupational Health and Safety as follows:

* To provide for the health and safety of persons at work within DESTEA.
* To determine if the employee’s present state of health and determine if the employee is physically and mentally fit to perform the appointed duties associated with the job
* To ensure that the individual’s health status does not place the health of any employee at increased risk.
* To identify underlying conditions that may be negatively influenced by the job or place of work

**6. SCOPE OF WORK**

6.1 The EHWP project will involve 700 employees of the Department which includes the Head office, 4 District Service Centers (Phuthaditjhaba, Thaba –Nchu, Welkom and Parys) and 14 Reserves and 10 Resorts (4 Xhariep District; 3 Lejweleputswa District; 5 Motheo District; 2 Thabo Mofutsanyane District and 1 Fezile Dabi District).

1. **TECHNICAL SPECIFICATION OF THE BID**

The successful service provider is expected to perform the following functions as the minimum deliverables and to adequately address all the listed objectives according to the following tables:

|  |
| --- |
| **7.1.Occupational Health and Safety**The following services are requested * + 1. Conduct a Health and Safety risk assessment by **Occupational Hygienist** in all departmental institutions
1. Identify the hazards
2. Decide who might be harmed and how
3. Evaluate the risk and decide on precautions
4. Record and implement significant findings
5. Review the assessment and update twice annually
	* 1. Conduct Ergonomic baseline risk assessment by **Occupational Hygienist** according to the Ergonomics Regulations
6. Review existing data and any past ergonomic assessment
7. Determine and identify ergonomic area of concern
8. Establish a standard ergonomic assessment method
9. Examine work postures and work station setups to ensure these do not cause any adverse effects on employees through bad postures, straining or excessive repetitive tasks, stationary position, direct pressure, vibration, extreme temperature, noise, lights and work stress

7.1.3 **Occupational Medical Practitioner** to conduct medical surveillance for all departmental employees 1. **Routine medical examinations**
* Pre placement medical examinations
* Annual medical examinations
* Termination of service
* Transfer examination
1. **Other medical examinations**
* Specific eg. Lead, noise exposure
* Return to work (post injury or post illness
* Disability retirement
* Physical fitness
* Foreign travel

**7.2.Provision of occupational fitness certificates for employees**1. Fit for job assigned with no restrictions
2. Fit for job assigned with certain restrictions
3. Unfit for job assigned and therefore need to be reassigned into another job/ alternative placement
 |

**8. TECHNICAL REQUIREMENTS OF THE BID**

The following technical requirements shall be applicable to all bidders:

8.1 **REPORTING REQUIREMENTS AND PROGRESS MEETINGS**

* It is envisaged that the Department of Economic, Small Business Development, Tourism and Environmental Affairs will require an initial meeting with the successful service provider to agree on the project process and options to be investigated.
* Progress meeting feedback shall be held as and when necessary, but at least twice a month until completion of the project. The venue of these meetings will be at the Department of Economic, Small Business Development, Tourism and Environmental Affairs, 113 St Andrew Street, Bloemfontein. Representatives from the service provider’s organisation shall be obliged to attend at their own costs.
* Successful service provider shall submit copies of progress reports during the project and an annual report of the project at the end of each year.
* The final close-up report will then be submitted to the Director: OHRD of the Department of Economic, Small Business Development, Tourism and Environmental Affairs both digitally and in printed form.

8.2 **PRICING SCHEDULE**

The bidder must submit the bid price in line with the services that will be provided.

8.3 **PAYMENTS**

The Department of Economic, Small Business Development, Tourism and Environmental Affairs will not make an upfront payment to a successful service provider. Payment will only be made according to the deliverables of the project plan that will be agreed upon by both parties and upon receipt of an original invoice.

8.4 **DOCUMENTATION**

* The bidder shall submit; curriculums vitae of the members who will be available for the duration of the project, including those of the professionals/affiliates (within the province) to be used for counselling services and their proof of professional annual registration with the relevant bodies; a plan of action and methodology; a list of references, strategy on how they intent to deliver on the project.
* The intellectual rights of the end product will vest in the Department of Economic, Small Business Development, Tourism and Environmental Affairs and be presented with its logo and it will be at liberty to use the report and results as deemed necessary.

8.5 **CONFIDENTIALITY OF INFORMATION**

* The names of all the members of the service provider team must be disclosed prior to approval by Department of Economic, Small Business Development, Tourism and Environmental Affairs. Any changes, replacements and/or additions should be submitted for prior approval of Department of Economic, Small Business Development, Tourism and Environmental Affairs.
* All members will have to sign a non-disclosure agreement before project commencement, and may be required to undergo security screening and tests as the Department of Economic, Small Business Development, Tourism and Environmental Affairs deems necessary.

8.6 **TERMS AND CONDITIONS**

* A comprehensive list and curriculum vitae of the members who will be available for the duration of the project including those of the professionals/affiliates (within the province) to be used for counselling services and their proof of professional annual registration with the relevant bodies must be provided to DESTEA
* The proposal should be submitted with all the required information containing technical information as well as price information or rates applicable.
* A service level agreement will be entered into with the successful service provider which will include, inter alia, obligations of the Department of Economic, Small Business Development, Tourism and Environmental Affairs.
* The service provider shall disclose all information in its proposal regarding any interest that may result in actual or perceived conflict of interest.
* The Department of Economic, Small Business Development, Tourism and Environmental Affairs reserves the right to disqualify any service provider in circumstances where conflict of interest exists or is perceived to exist or where a service provider has failed to disclose any conflict of interest or any other material information that may have affected the award of the bid.
* The Department of Economic, Small Business Development, Tourism and Environmental Affairs will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bids.
* Travelling costs and time spent or incurred between home and office of consultants will not be for the account of Department of Economic, Small Business Development, Tourism and Environmental Affairs.
* Service provider is required to submit a plan of action and methodology, a list of references and strategy on how to deliver on the project.

8.7 **COST**

* The service provider will be requested to provide a detailed quotation regarding the work to be undertaken for this project.
* The total cost must be VAT inclusive and should be quoted in South African currency (i.e. rands).
* The service provider must be prepared to work at rates not exceeding those prescribed by National Treasury, Department of Public Service and Administration (DPSA) and/or the body regulating the professional of the consultants.
* The service provider should provide (Subsistence & travelling) rates that are in aligned to the National Treasury instruction note as follows:

(a) Hotel Accommodation - R1400 per night per person, including breakfast, dinner and parking.

(b) Air travel must be restricted to economy class.

(c) Claims for kilometres travelled may not exceed the rates approved by the Automobile Association of SA.

1. **ADDITIONAL INFORMATION AND ENQUIRIES**
	1. To enable the Tenderer to attain a reasonable degree of understanding of DESTEA’s requirements under this RFT, Tenderers may submit written questions via e-mail to the contact person as indicated per in paragraph 13 of this RFT document, until close of business on **31 August 2023.** DESTEA will, in its reasonable discretion, endeavour to answer in writing before 16h00 on **31 August 2023**. All questions received by DESTEA and their corresponding answers will be shared with all respondents (without disclosing the identity of the Tenderer who asked the question).
	2. **Tender Briefing Session**

**NB: There will not be an information session conducted, however all the questions relating to the bid may be directed via e-mail to the contact person as per the details provided. Please send your email address to: kalanel@destea.gov.za.**

**10. TENDER SUBMISSION**

* 1. Respondents are requested to sign RFT Document where appropriate.
	2. Tender Documents must be submitted:
		1. in a hard copy no later than the Closing Date; and
		2. deliver Returnable Documents to:

|  |  |
| --- | --- |
| **TENDER BOX** | **HAND DELIVERY** |
| The tender box is situated:113 St Andrew StreetGround FloorBloemfontein, 9301 | Mr Obakeng Mooketsi113 St Andrew StreetGround FloorBloemfontein, 9301 |

* 1. All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.
	2. The documentation must be completed in black ink and only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.
	3. No late Tender Submission will be accepted regardless of how late it is.
1. **JOINT VENTURES/CONSORTIUMS**
	1. Joint Venture is allowed.
2. **COMMUNICATION**
	1. All communication between the Respondents and DESTEA before the Closing Date must be made to the following DESTEA officials:

|  |  |
| --- | --- |
| Bidding proceduresMr Obakeng Mooketsie-Mail address: mooketsio@destea.gov.za | Technical mattersMr. Thabang Selemelae-Mail address: selemelat@destea.gov.za |

* 1. A Tender Submission will be disqualified should any attempt be made by the submitting Respondent either directly or indirectly to canvass any officer or employee of DESTEA in respect of this RFT between the Closing Date and the date of the award of the contract.
1. **SERVICE LEVEL AGREEMENT**
	1. Successful Respondents will be required to enter into a signed Service Level Agreement with DESTEA.
	2. Any appointment made by DESTEA pursuant to this RFT will be subject to execution of the Service Level Agreement whether or not this is specifically mentioned in any appointment letter issued by DESTEA.
	3. Any appointment will be formalized through the signing of the Service Level Agreement.
	4. The Service Level Agreement will contain the usual terms found in these types of agreements but substantially in line with the general conditions of contract, 2010 (“GCC”).
	5. All Successful Respondents shall be in full and complete compliance with any and all applicable laws and regulations.
2. **TENDER EVALUATION**

DESTEA will utilise the methodology and criteria, as defined per Table 1.1 below, in selecting the successful Tenderer.

 **Table 1.1 Methodology and criteria**

|  |
| --- |
| **STAGE 1A STAGE 1B STAGE 1C STAGE 2****Mandatory Administrative Functionality Price and preference** **Compliance Compliance (Specific Goals)**  |

The evaluation of bids will be done in terms of the PFMA, the DESTEA Supply Chain Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Mandatory Compliance**, **Administrative Compliance and Functionality Evaluation**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of 70 points on **Functionality**, will not be considered for the second stage in terms of the **Price and Preference (specific goals)**.

Bids will be evaluated in two stages as listed below:

* **Stage 1A: Mandatory Compliance**
* **Stage 1B: Administrative Compliance**
* **Stage 1C: Functionality Evaluation**
* **Stage 2: Price and Preference (Specific goals)**

Tenderers should note that either the 80/20 or 90/10 Preference Point System will apply for this tender evaluation and that the lowest acceptable tenderer will be used to determine the applicable Preference Point System. Therefore, the following criteria will apply:

* **Price = 80/90 points**
* **Specific goals = 20/10 points**
	1. **Stage 1A: Mandatory Compliance**

**Tenderers who do not comply with the mandatory requirements will be disqualified from further evaluation.**

* + 1. Where applicable, a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party.
		2. Duly signed and completed price matrix supplied with the tender document
	1. **Stage 1B: Administrative Compliance**

**Tenderers are required to fully complete, sign and submit all Standard Bidding Documents (SBDs).**

* SBD 1 - Invitation to bid
* SBD 3.1 – Price schedule
* SBD 4 - Bidder’s Disclosure form
* SBD 6.1 - Preference Points Claim form
* Tax compliance status pin
* Proof of registration with Central Supplier Database
* Company CIPC registration documents
* Company profile
	1. **Stage 1C: Functionality / Technical Evaluation**

**COMPANY EXPERIENCE**

Service provider should have at least five (5) years’ experience in providing Occupational Health and Safety Services.

The service provider should be able to:

* Demonstrate ability to provide a **Occupational Health and Safety Services**
* Show an understanding of **Employee Health and Wellness Programme Strategic Framework** in the public sector.
* Show an understanding of public sector related legislative and accountability framework.
* Proof from three (3) contactable references indicating that similar projects were executed should be attached.

**EXPERIENCE OF TEAM LEADER AND TEAM MEMBERS**

* Team leader must have at least eight (8) years’ experience in providing Occupational Health and Safety Services.
* Team members must have at least five (5) years’ experience in providing Occupational Health and Safety Services
* CV’s with three (3) contactable references must be attached.

**PROJECT PLAN**

The service providers must provide:

* A project proposal that demonstrates comprehension and competence to deliver on what it is required.
* A project plan outlining key activities, time frames, milestones and budget.
* A schedule of resources to be committed to the project.
* Proposed methodology.

**QUALIFICATION**

Team leader and team members must have Bachelor’s Degree in the field related to Health and Environment/ Occupational Hygiene, Medicine, Nursing, etc. All professionals must be registered with the relevant professional bodies for the current year.

Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference.

* + 1. The bid will be evaluated on the basis of functionality as follows:

|  |  |  |
| --- | --- | --- |
| **NO** | **CRITERIA** | **TOTAL WEIGHT** |
| 1 | **Company History, relevant experience & resources:*** Service provider should have at least eight to ten (8-10) years’ experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* Service provider should have at least five to seven (5-7) years’ experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* Service provider should have at least two to four (2-4) years’ experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* Service provider should have at least 0ne (1) year experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* *Proof from contactable references indicating that similar project was executed must be attached*.
 | **40**40302010 |
| 2 | **Qualification and team leader and team members experience:** * Team leader must have at least eight (8) years’ experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc. * Team members must have at least five (5) years’ experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc.  * Team members must have at least three (3) years’ experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc. * Team members must have at least one (1) year experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc. * CV’s of all team members with contactable references must be attached.
 | **40**40302010 |
|  | **Financial Capacity:**Company with a turnover of at least R1M and moreCompany with a turnover of at least R500 000-R1MCompany with a turnover of at least R250 000 – R499 000Attached audited financial statements | **10**1052 |
|  | **PROJECT PLAN**Detailed project plan with proper timelines, milestones and the methodology on how the project will be implemented and managed.Project plan with no proper timelines, milestones and the methodology on how the project will be implemented and managed. | **10**100 |

Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These scores will be added and expressed as a fraction of the best possible score for all criteria. The total score will be converted to a percentage and only Bidders that have met or exceeded the minimum threshold of **70 points** for functionality will be evaluated and scored in terms of the pricing and specific goals.

Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders that score a minimum of 70 points will qualify to proceed to the next stage of evaluation, i.e, Price and preference points.

15.4 **Stage 2: Price and Preference Point System**

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

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

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

- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

15.5.3 The following weighting will apply to price and Specific Goals in accordance with the provisions of the relevant Procurement Laws:

Procurement with a Rand value equal to or below R50 000 000,00 – the 80/20 scoring system will be applied and with a Rand value above R50 000 000 a 90/10 scoring system applies

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria** | **Rand value equal to or below R50mil** | **Rand value above R50mil** |
|  |  |  |
| Price | 80 | 90 |
| Specific Goals | 20 | 10 |
| **TOTAL SCORE** | **100** | **100** |

DESTEA will utilise the following formula in its evaluation price:

 **OR**



 PS = Points scored for price of bid under consideration.

 Pt = Price of bid under consideration.

 Pmin = Price of lowest acceptable bid

15.5.5 Preference points will be awarded to a Respondent for specific goals in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points allocated (80/20 OR 90/10 system) (To be completed by the organ of state)** | **Number of points claimed** **(To be completed by the tenderer)** |
| **80/20** | **90/10** | **80/20** | **90/10** |
| Black ownership | 10 | 5 |  |  |
| Women | 8 | 4 |  |  |
| Disability | 2 | 1 |  |  |

15.5.4 The respondents who claim points for ownership by persons with disability must provide proof thereof in the form of a letter from the relevant authority. If the proof thereof is not provided, the bidder/s shall receive a zero score for ownership by persons with disability. Over and above this, a CSD report will be utilized to determine the ownership status as claimed by the bidder.

1. **SPECIAL CONDITIONS**
	1. DESTEA reserves the right to:
		1. make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;
		2. cancel this RFT or any part thereof at any time;
		3. reject any Tender that:
			1. fails to commit to the key deliverables required by this RFT;
			2. is submitted not as set out in clause 7;
			3. contains any information that is found to be incorrect or misleading in any way; or
			4. is not completed in full.
	2. During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.
	3. DESTEA reserves the right to seek clarity or confirmation on the information submitted. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids. DESTEA will only allow questions be asked to bidders for clarification needed to evaluate their bids but should not ask or permit bidders to change the substance or price of their bids after bid opening. Requests for clarification and the bidder’s responses will be made in writing.
	4. Trial Order: - There will be no trial order.
	5. Respondent’s delivery of a Tender Submission constitutes acceptance by Respondent of the Conditions of Tender.
	6. This RFT is an invitation to the Respondent to make an offer to DESTEA. No binding contract or other understanding will exist between DESTEA and the Respondent unless and until the Definitive Agreement is entered into. Nothing in this RFT or any other communication made between DESTEA (including its officers, employees and representatives) and the Respondent will constitute an agreement or representation that DESTEA will offer, award or enter into a contract.
	7. DESTEA reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time prior to closing date and time of the tender. Respondents will have no claim against DESTEA or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.
	8. Validity Period
		1. All Tender Submissions shall remain valid for 120 days from the Closing Date.
		2. Tender Submissions, including pricing, will be considered to be firm throughout such period, based on the scope of services as specified in this RFT, and subject to the contractual documentation included in the RFT.
	9. The Respondent’s participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Respondent’s sole risk, cost and expense. DESTEA will not be responsible, whether on the basis of any promissory estoppel, quantum merit or on any other contractual, quasi-contractual, restitutionary or other grounds, for any costs or expenses incurred by the Respondent in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Respondent’s participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Respondent.
	10. This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.
	11. Collusive Conduct; Improper Assistance; No Inducements.
		1. As declared in the relevant Returnable Document, neither the Respondent nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.
		2. Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by DESTEA in conjunction with the RFT process, from any DESTEA employee, adviser or other representative with respect to this RFT process.
		3. Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of DESTEA’s officers, employees, advisers or other representatives, with respect to this RFT process.
		4. In addition to any other remedies available to it under any law or any contract, DESTEA reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Respondent that engages in any conduct described in clauses 16.11.1 to 11.13.3
	12. Proprietary Rights in RFT and Tender Submissions

DESTEA shall own all intellectual property rights in the information and ideas developed during the procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Respondent.

* 1. Publicity

The Respondent shall not refer to DESTEA or this RFT in any of its publicity or advertising materials without DESTEA’s approval which may be withheld at DESTEA’s sole discretion.

* 1. Decisions on Tenders
		1. The decision by the Accounting Officer or other authorized delegate of DESTEA regarding the awarding of a contract shall be final.
		2. Where a contract has been awarded on the strength of information furnished by the Respondent, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, DESTEA may, in addition to any other legal remedy it may have:
			1. recover from the Respondent all costs, losses or damages incurred or sustained by DESTEA as a result of the award of the contract; and/or
			2. cancel the contract and claim any damages which DESTEA may suffer as a result of having to make less favourable arrangements; and/or
			3. impose on the Respondent, a penalty not exceeding five per cent of the value of the contract.
	2. Notification

Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Respondent to notify DESTEA thereof.

* 1. Restriction from Tendering or Contracting

 The Accounting Officer of DESTEA may, in addition to any other legal remedies DESTEA may have, determine that no offer from a Respondent should be considered, or determine that a contract should be cancelled, if the Accounting Office is of the opinion that a Tender Submission or Respondent has:

* + 1. failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;
		2. failed to react to written notices properly sent to it; or
		3. offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.
	1. Representation
		1. Each Respondent hereby represents and warrants to DESTEA that the information provided herein is true and correct as at the Closing Date.
		2. By signing this RFT Document, the Respondent is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and DESTEA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023

For and on Behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Who hereby warrants his /her authority

**Annexure SBD 1**

**PART A**

**INVITATION TO BID**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| BID NUMBER: | RFP: 03/2023/2024 | CLOSING DATE:  | 01 SEPTEMBER 2023 | CLOSING TIME: | 11h00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OCCUPATIONAL HEALTH AND SAFETY SERVICES FOR A PERIOD OF THREE (3) YEARS |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| **Tender Box at main entrance at: 113 St Andrew Street, Bloemfontein, 9301** |
| **By Hand (Courier Only): Mr Obakeng Mooketsi, Supply Chain Management Section, Ground Floor, 113 St Andrew Street, Bloemfontein, 9301** |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** |
| CONTACT PERSON | **Mr Obakeng Mooketsi**  | CONTACT PERSON | **Ms LGB Molefe** |
| TELEPHONE NUMBER |  | TELEPHONE NUMBER |  |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER | **N/A** |
| E-MAIL ADDRESS | **mooketsio@destea.gov.za** | E-MAIL ADDRESS | **molefeb@destea.gov.za** |
| **SUPPLIER INFORMATION** |
| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |
| TELEPHONE NUMBER | CODE |  | NUMBER |  |
| CELLPHONE NUMBER |  |
| FACSIMILE NUMBER | CODE |  | NUMBER |  |
| E-MAIL ADDRESS |  |
| VAT REGISTRATION NUMBER |  |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: |  | **OR** | CENTRAL SUPPLIER DATABASE No:  | MAAA |
| ***A CSD REPORT WILL BE UTILISED TO DETERMINE THE NUMBER OF PREFERENCE POINTS TO BE CLAIMED. A LETTER FROM THE RELEVANT AUTHORITY WILL BE REQUIRED AS PROOF TO CLAIM POINTS FOR OWNERSHIP BY PERSONS LIVING WITH DISABILITY*** |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | [ ] Yes [ ] No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | [ ] Yes [ ] No[IF YES, ANSWER PART B:3 ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? [ ]  YES [ ]  NODOES THE ENTITY HAVE A BRANCH IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? [ ]  YES [ ]  NOIS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? [ ]  YES [ ]  NO **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** |

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |  |
| --- | --- |
| **1.** | **BID SUBMISSION** |
| **1.1** | Proposals must be delivered by the stipulated time to the correct address. Late Proposals will not be accepted for consideration. |
| **1.2** | All Proposals must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the Proposals document. |
| **1.3** | This Proposals is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, 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). |
| **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](http://www.sars.gov.za). |
| **2.4** | Bidders may also submit a printed TCS Certificate together with the bid. |
| **2.5** | In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / PIN / CSD Number. |
| **2.6** | Where no TCS pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.  |
| **2.7** | No bids will be considered from Persons in the service of the State, Companies with Directors who are Persons in the service of the State, or Close Corporations with members persons in the service of the State.” |
| **3.** | **SPECIAL CONDITIONS OF THE BID** |
| **3.1** | **DURATION** |
| **3.1.1** | The project will be for a period of 3 years from the signing of the contract with the successful service provider |
|  |  |
| **3.2** | **REPORTING REQUIREMENTS AND PROGRESS MEETINGS** |
| **3.2.1** | It is envisaged that the Department of Economic, Small Business Development, Tourism and Environmental Affairs will require an initial meeting with the successful service provider to agree on the project process and options to be investigated. |
| **3.2.2** | Progress meeting feedback shall be held as and when necessary, but at least twice a month until completion of the project. The venue of these meetings will be at the Department of Economic, Small Business Development, Tourism and Environmental Affairs, 113 St Andrew Street, Bloemfontein. Representatives from the service provider’s organisation shall be obliged to attend at their own costs. |
| **3.2.3** | Successful service provider shall submit copies of progress reports during the project and an annual report of the project at the end of each year. |
| **3.2.4** | The final close-up report will then be submitted to the Director: OHRD of the Department of Economic, Small Business Development, Tourism and Environmental Affairs both digitally and in printed form. |
|  |  |
| **3.3** | **DOCUMENTATION** |
| **3.3.1** | The bidder shall submit; curriculums vitae of the members who will be available for the duration of the project, including those of the professionals/affiliates (within the province) to be used for counselling services and their proof of professional annual registration with the relevant bodies, a plan of action and methodology, a list of references, strategy how they will deliver on the project.  |
| **3.3.2** | The intellectual rights of the end product will vest in the Department of Economic, Small Business Development, Tourism and Environmental Affairs and be presented with its logo and it will be at liberty to use the report and results as deemed necessary.  |
|  |  |
| **3.4** | **COMPLETION DATE** |
| **3.4.1** | The project will commence after signing the service level agreement with the successful service provider and will run for the entire stipulated duration, i.e 3 years from the date of commencement. |
|  |  |
| **3.5** | **COMPULSORY INFORMATION SESSION** |
| **3.5.1** | No briefing session will be held |
|  |  |
| **3.6** | **CONFIDENTIALITY OF INFORMATION** |
| **3.6.1** | The names of all the Service Provider’s team members must be disclosed prior to commencement of the project.  |
| **3.6.2** | All members will have to sign a non-disclosure agreement before project commencement, and may be required to undergo security screening and tests as the Department of Economic, Small Business Development, Tourism and Environmental Affairs deems necessary.  |
|  |  |
| **3.7** | **TERMS AND CONDITIONS** |
| **3.7.1** | A comprehensive list and curriculum vitae of the members who will be available for the duration of the project including those of the professionals/affiliates (within the province) to be used for counselling services and their proof of professional annual registration with the relevant bodies must be provided to DESTEA annually where applicable.  |
| **3.7.2** | The proposal should be submitted with all the required information containing technical information as well as price information or rates applicable.  |
| **3.7.3** | A service level agreement will be entered into with the successful service provider which will include, inter alia, obligations of the Department of Economic, Small Business Development, Tourism and Environmental Affairs.Service provider is required to submit a plan of action and methodology, a list of references and strategy and ability to deliver on the project. |
| **3.7.4** | The service provider shall disclose all information in its proposal regarding any interest that may result in actual conflict of interest. |
| **3.7.5** | The Department of Economic, Small Business Development, Tourism and Environmental Affairs reserves the right to disqualify any service provider in circumstances where conflict of interest exists or is perceived to exist or where a service provider has failed to disclose any conflict of interest or any other material information that may have affected the award of the bid. |
| **3.7.6** | The Department of Economic, Small Business Development, Tourism and Environmental Affairs will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bids.  |
| **3.7.7** | Travelling costs incurred and time spend between home and office of consultants will not be for the account of Department of Economic, Small Business Development, Tourism and Environmental Affairs. |
|  |  |
|  | **EVALUATION METHODOLOGY** |
| **3.8** | **COST** |
| **3.8.1** | A detailed quotation regarding the work to be undertaken for this project must be provided by a Service Provider. The quotation must be articulated according to each deliverable. |
| **3.8.2** | The total cost must be VAT inclusive and must be quoted in South African currency (i.e. rands). |
| **3.8.3** | The Service Provider must be prepared to work at rates not exceeding those prescribed by National Treasury, Department of Public Service and Administration (DPSA) and/or the body regulating the professional of the consultants.  |
| **3.8.4** | The Service Provider must provide subsistence and travelling (S&T) rates that are in aligned to the National Treasury instruction note as follows; |
|  | (a) Hotel Accommodation - R1400 per night per person, including breakfast, dinner and parking. |
|  | (b) Air travel must be restricted to economy class. |
|  | (c) Claims for kilometres travelled may not exceed the rates approved by the Automobile Association of SA. |
| 3.8.5 | Costing must be aligned with the project activities/project phases. |
|  |  |
| 3.9 | BROAD BASED BLACK ECONOMIC EMPOWERMENT  |
| 3.9.1 | Provisions of the Preferential Procurement Policy Framework Act (PPPFA) 2022 as amended and its regulations will apply in terms of awarding points. |
| 3.9.2 | Bidders are required to submit evidence supporting the specific goals claimed together with their quotes to substantiate their specific goals claims. |
| 3.9.3 | Bidders who do not submit the evidence supporting the specific goals claimed will not qualify for preference points for specific goals |
| 3.9.4 | A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Verification certificate for every separate bid. |
| **3.9.5** | Accounting Officer must ensure that the B-BBEE status Level Verification Certificates are issued by South African National Accreditation System (SANAS). The Service Providers are also allowed to submit the sworn affidavit |
|  |  |
| **3.10** | **COMPANY EXPERIENCE** |
| **3.10.1** | Service provider should have at least five (5) years’ experience in providing a Occupational Health and Safety Services.. |
| **3.10.2** | The service provider should be able to:  |
|  | 1. Demonstrate ability to provide a Occupational Health and Safety Services
 |
|  | 1. Show an understanding of Employee Health and Wellness Programme Strategic Framework in the public sector.
 |
|  | 1. Show an understanding of public sector related legislative and accountability framework.
 |
|  | 1. Proof from three (3) contactable references indicating that similar projects were executed should be attached.
 |
|  |  |
| **3.11** | EXPERIENCE OF TEAM LEADER AND TEAM MEMBERS |
| **3.11.1** | Team leader must have at least eight (8) years’ experience in providing Occupational Health and Safety Services. |
| **3.11.2** | Team members must have at least five (5) years’ experience in providing Occupational Health and Safety Services. |
|  | CV’s with three (3) contactable references must be attached.  |
| **3.12** | **PROJECT PLAN** |
| **3.12.1** | The service providers must provide: |
|  | 1. A project proposal that demonstrates comprehension and competence to deliver on what it is required.
 |
|  | 1. A project plan outlining key activities, time frames, milestones and budget.
 |
|  | 1. A schedule of resources to be committed to the project.
 |
|  | 1. Proposed methodology.
 |
|  |  |
| **3.13** | **QUALIFICATION** |
| **3.13.1** | Team leader and team members must have Bachelor’s Degree in the field related to Health and Environment/ Occupational Hygiene, Medicine, Nursing, etc. All professionals must be registered with the relevant professional bodies for the current year. |
|  |  |
| **3.14** | **FINANCIAL CAPACITY** |
| **3.14.1** | The company must proof to have a minimum of turnover of R1.M annually, audited financial statement to be submitted |
|  |  |
|  |  |
| **3.15** | **INFRASTRUCTURE** |
| **3.15.1** | The service provider shall employ and make available to clients at the Service Centres, Head office, Resorts and Reserves, services of corporate consultants who understand the impact of health and well-being issues on the organisation and their employees. |
| **3.15.2** | The service provider shall provide care and support that is accessible to employees and suitable counselling rooms or offices within the local town nearer to the workplace of the client requesting a service. The service provider must have qualified, professional and multilingual professionals to cater for all employees at different geographical areas |
| **3.15.3** | The successful bidder shall have demonstrated technological capacity such as internet connectivity, telephone and data management technology |
|  |  |
| **3.16** | **QUALITY ASSURANCE** |
| **3.16.1** | The service provider must undertake to ensure that quality service is provided to the client by applying the following quality assurances as a minimum: |
|  | 1. suitably qualified and registered professionals under but not limited to the following statutory bodies:
 |
|  | * South African Council of Social Service Professions (SACSSP),
 |
|  |  - Health Professional Council of South Africa (HPCSA). |
|  | 1. Availability of qualified professionals to remote areas in the Free State Province:
 |
|  | * Managing performance of health professionals
 |
|  | * Case management
 |
|  | * Complaints procedures
 |
|  | 1. Confidentiality must be complied with proper record keeping and continuous reporting is required
 |
|  |  |
| **3.19** | **EVALUATION CRITERIA** |
| **3.19.1** | Bids will be evaluated on 80/20 preference point system as outlined in the PPPFA of 2011. The proposals will be evaluated in two phases:  |
|  | **Phase 1:** |
|  | Bidders will be evaluated on functionality. The minimum threshold for functionality is 70 out of 100 points. Bidders who fail to meet minimum threshold will be disqualified and will not be evaluated further for price and preference points for specific goals. |
| **NO** | **CRITERIA** | **TOTAL WEIGHT** |
|  | **Company History, relevant experience & resources:*** Service provider should have at least eight to ten (8-10) years’ experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* Service provider should have at least five to seven (5-7) years’ experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* Service provider should have at least two to four (2-4) years’ experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* Service provider should have at least 0ne (1) year experience in providing Occupational Health and Safety Services.

Demonstrable ability to provide a Occupational Health and Safety Services An understanding of the Occupational Health and Safety Services and understanding of public sector related legislative and accountability framework.* *Proof from contactable references indicating that similar project was executed must be attached*.
 | **40**40302010 |
|  | **Qualification and team leader and team members experience:** * Team leader must have at least eight (8) years’ experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc. * Team members must have at least five (5) years’ experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc.  * Team members must have at least three (3) years’ experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc. * Team members must have at least one (1) year experience in providing Occupational Health and Safety Services.

Team leader and team members must have Bachelor’s Degrees in the field related to Health and Environment/ Occupational Health and Safety, Occupational Hygiene, Medicine, Nursing, etc. * CV’s of all team members with contactable references must be attached.
 | **40**40302010 |
|  | **Financial Capacity:**Company with a turnover of at least R1M and moreCompany with a turnover of at least R500 000-R1MCompany with a turnover of at least R250 000 – R499 000Attached audited financial statements | **10**1052 |
|  | **Financial Capacity:**Company with a turnover of at least R1M and moreCompany with a turnover of at least R500 000-R1MCompany with a turnover of at least R250 000 – R499 000Attached audited financial statements | **10**1052 |
|  | **PROJECT PLAN**Detailed project plan with proper timelines, milestones and the methodology on how the project will be implemented and managed.Project plan with no proper timelines, milestones and the methodology on how the project will be implemented and managed. | **10**100 |
|  | **TOTAL**  | **100** |
| **10.** | 1. **PHASE II: THE 80/20 PRINCIPLE BASED ON PRICE AND SPECIFIC GOALS**
 |
| **10.1** | In terms of Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point system in terms of which points are awarded to Bidders on the basis of: |
|  | * The bid price (maximum 80 points)
 |
|  | * Specific Goals (maximum 20 points)
 |
| **10. 2** | * 1. The following formula will be used to calculate the points for price:

 Ps = 80 Where Ps = Points scored for comparative price of bid under consideration Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid |
| **11.** | **FORMAT AND SUBMISSION OF THE PROPOSAL** |
|  | All official standard bidding forms (SBD) must be completed in all respects by service providers. Failure to comply will invalidate a quote. |
|  | Bidders are requested to submit two (2) copies: 1 original plus copy of the proposal and bid documents. |
| **12** | **CLOSING DATE** |
|  | Proposal must be submitted on or before **01 SEPTEMBER 2023 at 11H00**, at Department of Economic, Small Business Development, Tourism and Environmental Affairs, 113 St Andrew Street, Bloemfontein in the bid box marked Department of Economic, Small Business Development, Tourism and Environmental Affairs. No late bids will be accepted. |
| **11.** | **PAYMENT TERMS** |
| **11.1** | DESTEA undertakes to pay valid tax invoices in full within thirty (30) days for work done to its satisfaction upon presentation of a substantiated tax invoice or claim. |
| **11.2** | No payment will be made where there is outstanding information or where the service delivered did not satisfy the department (DESTEA), in which case the Service Provider will be requested to rectify the situation to meet the requirements of the department. |
| **11.3** | Payments to the appointed service provider will be done as part payments, on submission of the relevant invoices and documentation. This is subject to SCM processes within the Department and may be changed as such depending on the circumstances at the time.  |
| **12.** | **PROPOSALS VALIDITY PERIOD** |
| 12.1 | **Ninety (120**) days for the closing date and time  |
| **13.** | **OPENING OF PROPOSALS** |
| **13.1** | Proposals will be opened publicly immediately on closing date and time stipulated. |
| **13.2** | No faxed and e-mailed Proposals will be accepted. |
| **13.3** | Proposals delivered after the above-mentioned stipulated time and date will not be considered. |

**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: …………………………………………...

----end of document SBD 1 ---

**SBD 3.3**

**PRICING SCHEDULE**

**(Professional Services)**

|  |
| --- |
| NAME OF BIDDER: ………………………………………………………………………………………………BID NO.: **RFP03/2023/24** CLOSING TIME 11:00  **CLOSING DATE:01 SEPTEMBER 2023** |

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

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY

NO \*\*(ALL APPLICABLE TAXES INCLUDED

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

2. Bidders are required to indicate a ceiling price based on the total

 estimated time for completion of all phases and including all

 expenses inclusive of all applicable taxes for the project. R………..………………………...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND

 RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

 ------------------------------------------------------------------ R---------------- -------------------

 ------------------------------------------------------------------ R---------------- -------------------

 ------------------------------------------------------------------ R---------------- -------------------

 ------------------------------------------------------------------ R---------------- -------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE

 COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

 ------------------------------------------------------------------ R-------------- ----------------- days

 ------------------------------------------------------------------ R-------------- ----------------- days

 ------------------------------------------------------------------ R-------------- ----------------- days

 ------------------------------------------------------------------ R-------------- ----------------- days

5.1 Travel expenses (specify, for example rate/km and total km, class

 of airtravel, etc). Only actual costs are recoverable. Proof of the

 expenses incurred must accompany certified invoices.

 DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

 ------------------------------------------------------------------- ……… ………….. R………………..

 -------------------------------------------------------------------- ,,,,,,…. ………….. R………………..

 -------------------------------------------------------------------- …,,,…. ………….. R………………..

 -------------------------------------------------------------------- ……. ………….. R………………..

 TOTAL: R……………………………………….

\*\* ”all applicable

taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three

 star hotel, bed and breakfast, telephone cost, reproduction cost,

 etc.). On basis of these particulars, certified invoices will be checked

 for correctness. Proof of the expenses must accompany invoices.

 DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

 ------------------------------------------------------------------ ………………. …………….. R………………..

 --------------------------------------------------------------------- ………………. …………….. R………………..

 ------------------------------------------------------------------- ………………. …………….. R………………..

 -------------------------------------------------------------------- ………………. …………….. R………………..

TOTAL: R………………………………………………….

6. Period required for commencement with project after

acceptance of bid ……………………………………………………………….

 7. Estimated man-days for completion of project ……………………………………………………………….

 8. Are the rates quoted firm for the full period of contract? \*YES/NO

 9. If not firm for the full period, provide details of the basis on which

adjustments will be applied for, for example consumer price index. …………………………………………………….

 …………………………………………………….

 …………………………………………………….

 …………………………………………………….

\*[Delete if not applicable]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

**Annexure SBD 4**

**BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

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

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

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) in the enterprise,

 employed by the state? **YES/NO**

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

……………………………… ..……………………………………………

 Signature Date

……………………………… ………………………………………………

 Position Name of bidder

--End of Annexure SBD 4 –

**Annexure SBD 6.1**

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

**TENDER RFP: 03/2023/2024**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

1. **GENERAL CONDITIONS**
	1. The following preference point systems are applicable to all bids:
* **the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and**
* **the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).**

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

* 1. Points for this bid shall be awarded for:
1. Price; and
2. Specific Goals.
	1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80/90 |
| **SPECIFIC GOALS** | 20/10 |
| **Total points for Price and Specific Goals must not exceed** | **100** |

* 1. Failure on the part of a bidder to submit proof ownership by persons with disability together with the bid will be interpreted to mean that preference points for ownership by persons with disability are not claimed.
	2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
1. **DEFINITIONS**
2. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
3. **“prices”** includes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **POINTS AWARDED FOR PRICE**
	1. **THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

 Where

 Ps = Points scored for price of bid under consideration

 Pt = Price of bid under consideration

 Pmin = Price of lowest acceptable bid

1. **POINTS AWARDED FOR SPECIFIC GOALS**
	1. In terms of Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining points in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **SPECIFIC GOALS** | **POINTS ALLOCATED****80/20** | **POINTS ALLOCATED** **90/10** |
| OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS | 10 | 5 |
| OWNERSHIP BY WOMEN | 8 | 4 |
| OWNERSHIP BY PERSONS WITH DISABILITY | 2 | 1 |
| **TOTAL** | **20** | **10** |

1. **BID DECLARATION**
	1. Bidders who claim points in respect of the indicated specific goals must complete the following:
2. **SPECIFIC GOALS CLAIMED:**

|  |  |
| --- | --- |
| **SPECIFIC GOALS** | **POINTS CLAIMED** |
| OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS |  |
| OWNERSHIP BY WOMEN |  |
| OWNERSHIP BY PERSONS WITH DISABILITY |  |
| **TOTAL POINTS CLAIMED – MAXIMUM 20 POINTS** |  |

* 1. A letter from the relevant authority must substantiate points claimed in ownership by persons with disability.
1. **SUB-CONTRACTING**
	1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. f yes, indicate:
1. What percentage of the contract will be subcontracted............…………………%
2. The name of the sub-contractor……………………………………………………….
3. Points claimed for specific goals of the sub-contractor......................................………….

 ***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

1. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

|  |  |
| --- | --- |
| **Designated Group: owned by:** | **INDICATE WITH****√** |
| Black people |  |
| Women  |  |
| People with disabilities |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
	1. Name of company/firm:……………………………………………………………………..
	2. VAT registration number:……………………………………….………………………….
	3. Company registration number:…………….……………………….……………………..
	4. TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium

 One-person business/sole propriety

 Close corporation

 Company

 (Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………

* 1. COMPANY CLASSIFICATION

 Manufacturer

 Supplier

 Professional service provider

 Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:………………………
	2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the specific goals preference points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
	1. disqualify the person from the bidding process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
	4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
	5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

 …………………………………..

 …………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….

----End of document SBD 6.1---

**FORM 4(iI) – CONSENT FORM**

**APPLICATION FOR THE CONSENT OF A SUPPLIER/SERVICE PROVIDER FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF TENDER NUMBER: RFP: 03/2023/2024**

 **IN TERMS OF SECTION 11 (2) (a) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)**

**TO (SUPPLIER OR SERVICE PROVIDER NAME):**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FROM: DESTEA**

Contact number(s): 051 400 9464

Fax number: N/A

E-mail address: mooketsio@destea.gov.za

Full names and designation of person signing on behalf of responsible party:

**Mr Obakeng Mooketsi**

*Signature of designated person*

Date:

**PART B**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(full names of supplier/service provider representative)* hereby:

Give my consent.

For my information to be published in the National Treasury Eportal that is available online on [www.destes.gov.za](http://www.destes.gov.za) and on www.etenders.gov.za or the website of the Free State Provincial Treasury.

Signed at .......................................... this ...................... day of ...........................20………...

………………………………

*Signature of Supplier/Service Provider Representative*

**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:1. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
2. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.* The General Conditions of Contract will form part of all bid documents and may not be amended.
* Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
 |

**TABLE OF CLAUSES**

1. Definitions

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3. General

4. Standards

5. Use of contract documents and information; inspection

6. Patent rights

7. Performance security

8. Inspections, tests and analysis

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30. Applicable law

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32. Taxes and duties

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34. Prohibition of restrictive practices

**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation 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 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 document 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. Packing**

9.1 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.

**9. Delivery and documents**

9.1 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.

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

**10. Transportation**

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

**11. Payment**

11.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

11.2 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.

11.3 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.

**12. Prices**

12.1 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.

**13. Contract amendments**

13.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**14. Assignment**

14.1 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.

**15. Subcontracts**

15.1 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.

**16. Delays in the supplier’s performance**

16.1 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.

16.2 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.

**17. Penalties**

17.1 Subject to GCC Clause 19, 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 18.

**18. Termination for default**

18.1 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;

(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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

**19. Force Majeure**

19.1 Notwithstanding the provisions of GCC Clauses 17 and 18, the supplier shall not be liable for forfeiture of its performance, 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.

19.2 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.

**20. Termination for insolvency**

20.1 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.

**21. Settlement of Disputes**

20.1 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.

20.2 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.

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

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

20.5 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.

**21. Limitation of liability**

21.1 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.

**22. Governing language**

22.1 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.

**23. Applicable law**

23.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**24. Notices**

24.1 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

24.2 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.

**25. Taxes and duties**

25.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

25.2 A local supplier shall be entirely responsible for all taxes and duties 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.

**26. National Industrial Participation (NIP) Programme**

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

**27. Prohibition of Restrictive practices**

27.1 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).

27.2 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.

27.3 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.

 General Conditions of Contract (revised July 2010)

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1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise. [↑](#footnote-ref-1)
2. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. [↑](#footnote-ref-2)