



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS STIPULATED BELOW:

DOCUMENT NUMBER:	RFB 04 2025
RFB ISSUE DATE:	02 October 2025
BRIEFING SESSION	10 October 2025 at 10h00
SITE INSPECTION	N/A
CLOSING DATE FOR WRITTEN QUESTION	14 October 2025
PUBLISHING OF ANSWERS IN DEPARTMENTAL WEBSITE	16 October 2025
RFB CLOSING DATE AND TIME:	24 October 2025 at 11H00
RFB VALIDITY PERIOD:	90 days
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR PROCUREMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICES PROCESS FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, NATIONAL PROSECUTING AUTHORITY AND THE MAGISTRATES COMMISSION FOR A PERIOD OF THREE (03) YEARS
PERIOD:	Three (03) Years
RESPONSES TO THIS RFB MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, (DOJ&CD) PRETORIA CENTRAL
ENQUIRIES:	E-Mail Address: SCM@justice.gov.za

T. B. B. B.
02/10/2025



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Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR BID: APPOINTMENT OF A SERVICE PROVIDER FOR
PROCUREMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICES PROCESS
FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT,
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FOR A PERIOD OF THREE (03) YEARS**

RFB NUMBER: RFB 04 2025
DATE ISSUED: 02 October 2025
CLOSING DATE AND TIME: 24 October 2025 at 11h00
BID VALIDITY PERIOD: 90 Days

TENDER BOX ADDRESS:

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED
AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT OF JUSTICE AND
CONSTITUTIONAL DEVELOPMENT, PRETORIA CENTRAL**

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The Department of Justice and Constitutional Development (DOJ&CD), National Prosecuting Authority (NPA) and Magistrate Commission (hereinafter referred to as “the department”) invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the: Appointment of a service provider for the rendering of Employee Health and Wellness services for a period of three (3) years.

1.2 BACKGROUND

DoJ&CD has two main constitutional mandates which are as follows: firstly, to provide a framework for the effective and efficient administration of justice; and secondly, to promote Constitutional Development through the development and implementation of legislations and programmes that seek to advance and sustain the Constitution and the rule of law. This is achieved through the implementation of programmes that deepen and nurture our constitutional democracy. In order to achieve its mandate DoJ&CD provides the following services:

1. State Attorney;
2. State Law Advisor;
3. Court Administration;
4. Corporate Services;
5. Masters;
6. Legislative Development;
7. Family Advocates;
8. Prosecution; and
9. Magistracy.

The National Prosecuting Authority (NPA) derives its mandate from section 179 of the Constitution, which empowers the prosecuting authority to institute criminal proceedings on behalf of the state. Legislation requires the NPA to exercise its mandate without fear, favour, or prejudice. The NPA has six Business Units:

1. National Prosecuting Services (NPS);
2. Investigating Directorate Against Corruption (IDAC);
3. Assets Forfeiture Unit (AFU);
4. Legal Affairs Division (LAD); and
5. Strategy, Operation and Compliance (SOC).

The National Prosecutions Service (NPS) is the core business unit of the National Prosecuting Authority (NPA). It handles general prosecutions across the ten divisions (Offices of the Director of Public Prosecutions) in both High and Lower Courts throughout all nine provinces. The NPS also encompasses specialised units, including the Sexual Offences unit (SOCA), which oversees the Thuthuzela Care Centres.

The mandate of the Magistrates Commission (MC) is as follows:

The Magistrate Commission is the statutory body established in terms of the Magistrate Act no 90 of 1993 as amended which provides the following objectives:

- a) To ensure that no influencing or victimization of judicial officers in the lower courts takes place;
- b) To endeavor to promote the continuous training of judicial officers in the respective lower courts and to make recommendations in regard thereto to the Minister;
- c) To compile a code of conduct for judicial officers in the lower courts;
- d) To advise the Minister and to make recommendations to him or her regarding the administrative matters applicable to magistrates, including proposals regarding legislation purporting to regulate the conditions of service and relevant matters regarding magistrates, separately;
- e) To carry out investigations and make recommendations to the Minister regarding the suspension of magistrates;
- f) To advise the Minister or to make recommendations to him or her regarding the requirements for appointment and the appointment of judicial officers in the respective lower courts; and
- g) To advise the Minister or to make recommendations to him or her or to report to the Minister for the information of Parliament regarding any matter which is in the opinion of the Commission is of interest for:
 - I. The independence of the dispensing of justice;
 - II. The efficiency of the administration of justice, in the lower courts.

The current environment within these three entities necessitates a robust Employee Health and Wellness Programme that acts as a strategic partner in enhancing the overall well-being of its personnel. This programme must focus on the wholistic health and wellness support services to empower legal professionals and administrative/support personnel within DOJ&CD, NPA and Magistrates Commission.

The total estimated combined workforce for this bid is **23 000** and is constituted as follows: -

1. DoJ&CD: -16 000
2. Magistrates Commission: -1 500
3. National Prosecuting Authority: - 5 500

2. SCOPE OF BID

2.1 SCOPE OF WORK

The DoJ&CD; NPA; and the Magistrates Commission have personnel situated in all nine provinces and located in High and Lower Courts and in some cases within hospital facilities. The services cover a national footprint in urban and remote rural areas. It is therefore expected that the appointed service provider should have at least five (5) years' experience in rendering the EAP services for both private and public sector. will render services to the workforce and their immediate family members in their located areas. The scope of work shall cover the following services:

a. Remedial/ Reactive Wellness services

i. Telephonic and online counselling services

1. Provide unlimited telephonic or online counselling services conducted by qualified and experienced Clinical Psychologists, Counselling Psychologists or Social Workers. The service must be available through a toll-free number for twenty-four hours (24 hrs) a day over seven days (7 days) per week, including public holidays for the duration of the contract.
2. Telephonic counselling shall include therapeutic, referral and advisory services on various social and wellness issues including but not limited to family matters, legal, wellness and financial aspects.

ii. Face to face or virtual counselling

1. Provide face to face or virtual counselling services to all referred employees and their immediate family members and assist them to cope with various psycho-social problems. It is expected that the services will be rendered by a national network of qualified and registered EAP therapist such as Child Psychologists, Clinical Psychologists and Social Workers with experience in counselling.
2. The face to face or virtual (where required) counselling and critical incidence stress debriefing to employees must be provided closer to their residence or workplace.
3. Counselling services shall also be accommodative of the workforce with disabilities and it shall be provided in all twelve (12) official languages.
4. A maximum of six sessions per individual per identified problem shall be provided through counselling.

5. The service provider shall offer counselling services at times suitable to individuals who would prefer to attend counselling after office hours or on weekends.

iii. Trauma Management: Post Incident and cumulative trauma

1. The service provider shall, when required, provide hourly stress trauma management interventions to assist employees and managers exposed to critical traumatic incidents or cumulative trauma and related conditions.
2. Trauma management sessions shall be conducted by trained, experienced and qualified professionals.
3. Trauma management sessions shall either be offered to groups or individuals at the workplace or at their residence when necessary.

iv. Full-day stress trauma management retreat sessions

1. The intervention is required to educate, debrief, and promote self-care activities and help-seeking behaviours among employees exposed to trauma, stress, and burnout in line of their duties.
2. The service provider shall be required to facilitate full day interactive, stress and trauma management retreats sessions, encompassing psychoeducation, debriefing, and self-care activities, will be arranged for employees who are frequently exposed to potentially traumatic work environment.
3. The service provider shall ensure that the trauma management retreat sessions entail a variety of cost-effective evidence-based tools and techniques widely recommended in dealing with trauma, stress and related conditions.
4. The full-day stress and trauma management retreat sessions shall take place at suitable venues supplied by the DOJ&CD, NPA or the Magistrate Commission to support the service provider's applications of relevant tools and techniques.

v. Rehabilitation

Should an assessment of employee during counselling necessitate an admission to a rehabilitation facility for substance abuse and other related

addictions, the service provider shall be responsible for ensuring a successful admission into a suitable rehabilitation centre.

2. The service provider shall ensure that an individual is successfully admitted into a suitable rehabilitation centre by undertaking the following actions:
 - (i). Identify a suitable rehabilitation centre closer to an employee's residence if possible;
 - (ii). Facilitate and secure the date for admission and discharge of an employee from the rehabilitation centre;
 - (iii). Pay the necessary fees due to rehabilitation centre;
 - (iv). Provide the necessary progress report when required and the final report once the employee has been discharged from the centre;
 - (v). Provide aftercare services with the remaining counselling sessions (within the six allocated sessions).

b. Proactive Wellness services

- i. The service provider shall when required, provide a one (1) hour interactive wellness and health promotion talk sessions on a variety of topics, to educate and create awareness for promotion of healthy lifestyle and effective management of chronic diseases.
- ii. Based on the request of DoJ&CD, Magistrates Commission and NPA, the service provider shall also present interactive workshops on a variety of health and wellness topics for duration of six (6) working hours.
- iii. The service provider will be expected to provide manuals, "Power Point" presentations, hands-outs and other functional aids associated with the workshops.

c. Management Component

- i. The service provider must appoint a dedicated key Account Manager or contact person who must be made available to coordinate the programme and ensure that the service is always appropriately implemented and fully integrated into the organization and professionally managed.
- ii. The account manager will be expected to provide project implementation; monitoring and evaluation support through the regular submission of detailed project management reports, (monthly, quarterly, annual and close up report). He or she will also be expected to attend bi-monthly meetings with DoJ&CD, Magistrates Commission and NPA.

iii. Management Component

Roles	Qualifications	Experience
Executive Manager	Minimum: 3 years NQF level 6 qualification	Minimum: At least 3 years in managing projects at a senior / executive level.
Key Account Manager	Minimum: NQF level 6 in Business Administration, sales, marketing, finance, Project Management.	Minimum: three years' experience managing projects and/or accounts.
Finance Manager / CFO	Minimum: 3 years NQF Level 6 in Finance related qualification.	Minimum: At least 3 years managerial experience in finance related services

iv. Professionals and Case Managers

The bidder must provide evidence of its ability to deploy professionals and case managers that meet the following minimum criteria:

Roles	Minimum Qualifications	Minimum Experience
Case Manager	Master's degree (NQF 9) in the field of study. (e.g., Psychology, SW) Registration with relevant professional body (HPCSA, SACSSP)	5 years' experience in EAP or related field.
Professionals 1. Social Workers 2. Clinical Psychologist 3. Counselling Psychologist 4. Child Psychologist	Relevant Degree (NQF 7) in the field. (e.g., Psychology, SW) Registration with relevant professional body (HPCSA, SACSSP)	3 years' experience in EAP or related field.

Team Composition

The attached summary sheet (Annexure B) must be completed for the entire management team.

The following must be submitted for each of the management team members:

1. Detailed CV indicating qualifications, previous experience as well as letters of reference (references must be contactable).
2. Copies of qualifications.
3. DOJ&CD reserves the right to verify all qualifications through the South African Qualifications Authority, EAPA and other related professional bodies to verify qualifications and experience indicated on CVs.
4. Management team members must demonstrate adequate experience through the number, types and geographical spread of projects/assignments undertaken.
Detailed CVs that clearly indicate experience and qualifications of all team members must be included in the proposal.

2.1.2 DELIVERY ADDRESS

Province	Office	Address
Gauteng	Department of Justice and Constitutional Development	National Office: 329 Pretorius Street Momentum Building Pretoria 0001
Gauteng	National Prosecuting Authority	National Office: Victoria and Griffiths Nxenge. (VGM) Building 123 West Lake Avenue Weavind Park Silverton Pretoria 0184
Gauteng	Magistrate Commission	Magistrate Commission 5 th Floor Centre Walk Building 266 Pretorius Street Pretoria 0001

2.2 CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

There are no infrastructure and environments requirements.

3 DELIVERABLES

3.1 PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

- 3.1.1 To increase productivity, promote healthier lifestyle and encourage employees to be

more responsive and mitigate psycho-social challenges on employee's wellbeing through:

- a. Telephonic counselling and advisory services provided through a dedicated toll-free number;
- b. Face to face counselling and support services for employees across all occupational levels and their family members;
- c. Hourly stress trauma management interventions to assist employees and managers exposed to or dealing with critical traumatic incidents or cumulative trauma and related conditions;
- d. Full- Day Stress Trauma Management interventions to educate, debrief, and promote self-care activities and help-seeking behaviours among employees exposed to trauma, stress, and burnout in line of their duties;
- e. Wellness talks, presentations, dialogues, and conversations to raise awareness and encourage healthy practices, promote work life balance, and promote the management of both communicable and non-communicable diseases, including HIV, STI and TB;
- f. Wellness workshops to foster and enhance healthy workplace relationships, management of mental health issues, and address the impact of alcohol, drugs and addictions in the workplace, and to empower employees and managers on any identified wellness issues;
- g. Prevention of a decline in work performance and reduction in absenteeism through:
 1. Training and empowerment of managers, supervisors and employees on how to promote a healthy work environment that provides support and assistance beyond the scope of the external counselling component;
 2. Promotion of work life balance;
 3. Management of health-related programmes such as HIV&AIDS, TB, and other chronic diseases; and
 4. Provision of trauma counselling and debriefing services to all the employees.
- h. Infrastructure for the required service.

Bidders must provide verifiable evidence of the following:

1. An operating office – This must be an immovable structure, attach to proof of physical address (**For purposes of administration and call centre**). A bidder should notify the Department within a week in case of a change in the address.
2. A 24/7/365 Toll-free call centre. An email address and a fixed telephone line.
3. Proof of facility for face-to-face counselling sessions.
4. Professionals to render the service

5. The department reserves the right to conduct unannounced site visit(s) for the purpose of bid evaluation.
 - i. The bidder must provide verifiable evidence of its ability to provide EAP service:
 1. Company registration with (EAPA).
 2. Database of registered relevant professionals.
 3. Professionals registered with professional bodies.
 4. Professional's certificate of good standing.

4. BID EVALUATION STAGES

- i. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- ii. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this bid YES/NO
Stage1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory Evaluation Requirements	YES
Stage 3	Technical Functionality Evaluation Requirements	YES
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / Specific goals evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

4. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

4.1. ADMINISTRATIVE PRE-QUALIFICATION

- (1) The bidder must comply with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department is unable to verify whether the pre-qualification requirements are met, then Department reserves the right to:
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (3) Submission of bid response: The bidder has submitted a bid response documentation pack:
 - (a) that was delivered at the correct physical address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;
 - (b) in the correct format as one original document, one copy and one copy on memory stick / USB.
- (4) **There will be a non-compulsory virtual briefing session for this bid.**

4.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
INVITATION TO BID – SBD 1	YES	Fully complete and sign the supplied document.
PRICING SCHEDULE SBD 3.2 PRICING SCHEDULE ANNEXURE B	YES	Fully complete and sign the supplied document.
DECLARATION OF INTEREST – SBD 4	YES	Fully complete and sign the supplied document.
PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1	YES	Fully complete and sign the supplied document.

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
PREFERENCE POINTS – SBD 6.1		
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	YES	<p>The bidder must be registered on Central Supplier Database (CSD).</p> <p>If you are not registered proceed to complete the registration of your company prior to submitting your Bid.</p> <p>Must submit CSD MAAA number.</p>
GOOD STANDING ON TAX AFFAIRS	YES	<p>The bidder must be in good standing with SARS in respect of any legislative tax commitments and must provide together with the bid response a SARS Pin Number for verification purposes.</p>
AUTHORIZED SIGNATORY OF COMPANY/OR CLOSE COPORATION	YES	<p>The bidder must have a Company and/or Close Corporation resolution authorising a delegated person to sign the bid documents.</p>
TWO ENVELOPE SYSTEM	YES	<p>Prospective bidders must package separate submissions in respect of the technical and financial proposal. Envelope one (01) must include Technical Proposal and Envelope two (02) must include Financial Proposal.</p> <p>Failure to adhere to this will lead to automatic disqualification.</p>

ANNEX A.2: TECHNICAL MANDATORY REQUIREMENTS

5. TECHNICAL MANDATORY

5.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder **must complete the declaration of compliance** as per section **Error! Reference source not found.** below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder **must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation.
- (5) **No URL references or links will be accepted as evidence.**

5.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
1. Bidder Certification / Affiliation Requirements		
a) Valid registration of bidder with EAPA-SA or equivalent national professional body.	a) A certified copy of the Certificate of registration (valid at bid closing date)	
b) Toll-free 24/7/365 call centre	b) A certified copy of the certificate from telecom provider + sample call routing sheet or staffing roster.	
c) Appointment of Case Manager with a Master's degree in Psychology or Social Work . Registration with a relevant professional body	c) A certified copy of Case Manager's qualification, CV and proof of professional registration (valid at bid closing date).	

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>(HPCSA, SACSSP).</p> <p>d) Provide Key Accounts Manager with a minimum of:</p> <ul style="list-style-type: none"> • NQF level 6 in business studies, sales, marketing, finance, Project Management • Three years' experience managing projects and/or accounts. <p>e) At least one face-to-face counselling facility per province.</p> <p>f) Evidence of a national database of registered professionals (EAP practitioners) with valid Standing.</p>	<p>d) A certified copy of Key Account Manager's qualification and Curriculum Vitae with contactable reference/s</p> <p>e) certified copy of Lease agreement or signed MoU with facility, utility bills, or verified proof of address.</p> <p>f) A register of names with details of profession, council name and registration number</p>	

5.3. DECLARATION OF COMPLIANCE

REQUIREMENTS	COMPLY	NOT COMPLY
<p>The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 5.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

ANNEX A.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

6. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

6.1. INSTRUCTION AND EVALUATION CRITERIA

1. The bidder must complete in full all of the TECHNICAL FUNCTIONALITY requirements.
2. Where necessary, the bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation. The Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
3. Evaluation is per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.
4. A panel representing the Department will evaluate the proposals received according to a set of evaluation criteria. In respect to the evaluation matrix, the prospective service bidders will be rated from 0 to 5 in that:

6.2. EVALUATION CRITERIA

Score	Meaning	Explanation
0	No evidence Non-responsive	Does not comply, no evidence / no reference / no information / no inputs.
1	Very poor	Information provided does not meet the technical requirements.
2	Poor Inadequate	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.
3	Satisfactory Average	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	Good Fully meet requirement	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	Exceed requirements Very good / Best practice	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.

5. Bidders must comply with this section as they form the basis for scoring a bidder's proposal. For a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.
6. In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
7. Bidders that score less than **60** out of **100** points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
8. The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. Reference to schedule, section and page number of their bid response, etc.).
9. Weighting of requirements: The full scope of requirements will be determined by the following weights:

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
1.	Approach and Methodology							25
2.	Bidder Experience							25
3.	Case Manager's Experience							15
4	Key Accounts Manager's Experience							15
5.	National Footprint							10
6.	Financial Viability							10
	TOTAL							100

10. matrix, the prospective service bidders will be rated from 0 to 5 in that:

No.	Technical Functionality mandatory requirements	Scoring	Weighting
1.	<p>Approach and Methodology</p> <p>Proposal to include the methodology and approach to be taken and a detailed and executable project plan, which addresses the scope of the assignment and objectives stipulated in the</p> <p>SCOPE OF WORK in 2.1</p> <p>A.1 Remedial/ Reactive Wellness services</p> <ol style="list-style-type: none"> 1. Telephonic and online counselling Services 2. Face to face or virtual counselling 3. Trauma Management: Post Incident and cumulative trauma 4. Full-day stress trauma management retreat sessions 5. Rehabilitation <p>A.2 Proactive Wellness services</p> <p>As per deliverables listed in the Scope of work paragraph 2.1 (b)</p>	<p>Assessment scoring will be based on the following rating scale</p> <p>Rating scale:</p> <p><i>The methodology and approach lack all deliverables and/or areas listed in the scope of assignment and objectives and does not adequately address the requirements of the ToR = (Rating 0).</i></p> <p><i>The methodology and approach lack two or more deliverables and/or areas listed in the scope of assignment and objectives and does not adequately address the requirements of the ToR = (Rating 1).</i></p> <p><i>The methodology and approach lack one of the deliverables and/or areas in the scope of assignment and objectives and does not adequately address the requirements in the TOR = (Rating 2).</i></p> <p><i>The methodology and approach are standard and fully address the deliverables and/or entire scope of assignment and objectives in detail but adequately addresses the requirements in the TOR = (Rating 3).</i></p> <p><i>The methodology and approach are discussed with detail and addresses the deliverables in the scope of assignment, objectives and are aligned with the requirements in the TOR = (Rating 4).</i></p> <p><i>The methodology and approach are in-depth comprehensive, advanced</i></p>	25

		<p>and innovative on how to execute the scope of the assignment, objectives and address all the requirements in the TOR = (Rating 5).</p>	
2.	<p>Overall Bidder Experience The bidder must have a minimum of 5 years' experience and expertise in any of the focus areas mention in the SCOPE OF WORK for both in private and/or public sector <u>within the last five (5) years:</u> Experience of the prospective bidder in similar projects undertaken: An established track record (Bidders to attach verifiable reference letters for all contracts/project undertaken: Three (3) reference letters from past clients confirming successful project completion in this timeline are required The reference letters must contain the details of the Company/Government Department and indicate the value of the contract and the period in which it was executed. The reference letters must be on the official letterhead also contain the contact details of the official/ person providing the reference.</p>	<p>Assessment scoring will be based on the following rating scale Rating scale: No information is provided regarding bidder's experience = (Rating 0). The bidder provides reference letter/s or letter/s of appointment that clearly demonstrates less than 3 year of experience in the EAP industry = (Rating 1). The bidder provides reference letter/s or letter/s of appointment that clearly demonstrates experience of 3 years and less than 5 years of experience in the EAP industry = (Rating 2). The bidder provides reference letter/s or letter/s of appointment that clearly demonstrates experience of 5 years and less than 6 years of experience in the EAP industry = (Rating 3). The bidder provides reference letter/s or letter/s of appointment that clearly demonstrates experience of 6 years and less than 7 years of experience in the EAP industry = (Rating 4). The bidder provides reference letter/s or letter/s of appointment that clearly demonstrates experience of 7 years and above in the EAP industry = (Rating 5).</p>	25

3.	<p>Case Manager must demonstrate a minimum of 5 years' experience in the EAP field.</p>	<p><i>Submit curriculum vitae with contactable references demonstrating a minimum of 5 years' experience in the EAP field.</i></p> <p><i>Rating scale:</i> <i>No information is provided regarding case manager. = (Rating 0).</i> <i>Less than 3 years = (Rating 1).</i> <i>3 years but less than 5 years = (Rating 2).</i> <i>5 years but less than 6 years = (Rating 3).</i> <i>6 years but less than 7 years = (Rating 4).</i> <i>7 years and above = (Rating 5).</i></p>	15
	<p>Key Accounts Manager must demonstrate a minimum of 3 years' experience managing projects/accounts</p>	<p><i>Submit curriculum vitae with contactable references demonstrating a minimum of 3 years' experience managing projects/accounts</i></p> <p><i>Rating scale:</i> <i>No information is provided regarding Key Account Manager. = (Rating 0).</i> <i>Less than 2 years = (Rating 1).</i> <i>2 years but less than 3 years = (Rating 2).</i> <i>3 years but less than 4 years = (Rating 3).</i> <i>4 years but less than 5 years = (Rating 4).</i> <i>5 years and above = (Rating 5).</i></p>	15

4.	<p>Proof of National Footprint</p> <p>Capacity of the bidder to deliver on all Remedial and Proactive wellness services listed under TOR par 2.1. Submit in excel format on a USB a database of diverse network affiliates for rendering remedial and proactive wellness services nationally.</p>	<p>Assessment scoring will be based on the following Rating scale:</p> <p><i>Non – Responsive / Not addressing all remedial and proactive wellness services under TOR requirements 2.1= (Rating 0).</i></p> <p><i>The profile addresses all remedial and proactive wellness services under TOR requirements 2.1 and Affiliates/Associates/Networks in less than 5 provinces = (Rating 1).</i></p> <p><i>The profile addresses all remedial and proactive wellness services under TOR requirements 2.1 and Affiliates/Associates/Networks in 5 provinces = (Rating 2).</i></p> <p><i>The profile addresses all remedial and proactive wellness services under TOR requirements 2.1 and Affiliates/Associates/Networks in 6 to 7 provinces = (Rating 3).</i></p> <p><i>The profile addresses all remedial and proactive wellness services under TOR requirements 2.1 and Affiliates/Associates/Networks in 8 provinces = (Rating 4).</i></p> <p><i>The profile addresses all remedial and proactive wellness services under TOR requirements 2.1 and Affiliates/Associates/Networks in all provinces= (5 Rating).</i></p>	10
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5.	<p>FINANCIAL VIABILITY</p> <p>Financial capability and viability whether the bidder have access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims).</p> <p>Submit letter from the bank to confirm their cash flow or proof of bridging finance or overdraft facilities</p>	<p>Assessment scoring will be based on the following rating scale</p> <p>Rating scale:</p> <p><i>A Non-submission or Non-responsive = (Rating 0).</i></p> <p><i>Less than R500 thousand = (Rating 1).</i></p> <p><i>R500 000 but less than R1 million= (Rating 2).</i></p> <p><i>R1 million but less than R2 million = (Rating 3).</i></p> <p><i>R2 million but less than R3 million (Rating 4).</i></p> <p><i>R3 million and above = (Rating 5).</i></p>	<p>10</p>
TOTAL			100 %

SPECIAL CONDITIONS OF CONTRACT (SCC)

6. SPECIAL CONDITIONS OF CONTRACT

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOJ&CD reserves the right to include or waive the condition in the signed contract.
- (2) DOJ&CD reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
 - (c) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD.
 - (d) **Right of Award.** DOJ&CD reserves the right to award the contract for required goods or services to multiple Suppliers.
 - (e) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- (3) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 6. (1) and (2) above.
- (4) The appointed service provider must provide qualified professionals as per Scope of Work paragraph 2.1 (c) (iv).
- (5) In the event that the cross-functional team member leaves the team, the replacement must have equivalent experience and a Curriculum Vitae must be provided to the Department.
- (6) DoJ&CD, Magistrates Commission and NPA reserve the right to contact the three (3) client references as provided by the bidder.
- (7) All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Accounting Officer (DG: DoJ&CD) Secretary of the Magistrates Commission or Head of Administration: NPA or Delegated Officials, whichever is applicable.
- (8) The DoJ&CD, Magistrates Commission and NPA will become the owners of all information/data, documents, advice and reports collected and compiled by the successful Service Provider in the execution of this contract.
- (9) The successful service provider will enter into three (3) separate contractual agreements with the DoJ&CD, Magistrates Commission and NPA.
- (10) The successful service provider shall be required to provide adequate service in all provinces.
- (11) The successful service provider shall render services in all official languages in order to

meet individuals' needs.

- (12) The services must be accessible to all employees including those with disabilities;
- (13) Should the agreement be terminated, the Service Provider shall be entitled to payment for only services already rendered, subject to the satisfaction of the DoJ&CD; Magistrates Commission and NPA and provided that such payment had previously not been made.
- (14) DoJ&CD; Magistrates Commission and NPA will not be responsible for any travelling and accommodation costs on behalf of the successful service provider.
- (15) DoJ&CD; Magistrates Commission and NPA reserves the right to cancel the contract and seek remedies in accordance with the regulations as specified in the General Conditions of Contract should the service provider not confirm or adhere to contractual responsibilities as specified in the contract.
- (16) The copy right of all documents and reports compiled by the Service Provide will vest in the DoJ&CD; Magistrates Commission and NPA and may not be reproduced or distributed or made available in any other way without the written consent of DoJ&CD, Magistrates Commission and NPA.
- (17) The Service Provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Minister of Justice & Correctional Services.
- (18) Should either party fail to carry out any of its obligations in terms of the agreement, then the other party shall be entitled to give the defaulting party notice to comply therewith within a period of 10 days. Should the other party fail to do so, then the other party may without prejudice to any other rights it may have, terminate the agreement without further notice. On termination of the agreement, for whatever reason, all documents, programmes, reports, any other related organisational data must be handed to the DoJ&CD; Magistrates Commission and NPA. The Service Provider relinquishes the right of retention thereof.
- (19) The bidder must chronologically respond to each element in the Evaluation Matrix (**as set out in paragraph 13.2**) of not more than 15 pages per element must be prepared. Prospective bidders may include annexures, but the response to each element must be summarised in no more than 15 pages.
- (20) A Service Level Agreement between the Service Provider and the DoJ&CD; Magistrates Commission and NPA will be drawn up and agreed upon within 60 days after the commencement of the project.
- (21) The successful contractor must at all times comply with DoJ&CD; Magistrates Commission and NPA's policies and procedures as well as maintain a high level of confidentiality of information.
- (22) DoJ&CD; Magistrates Commission and NPA will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid;
- (23) Bidders should refrain from communicating directly with the DoJ&CD; Magistrates Commission and NPA officials from the date of publication as this could be perceived as

attempts to unduly influence the bid adjudication process. Any communication relating to SCM / Technical processes must be directed ONLY to the SCM@justice.gov.za email address.

- (24) In the event of non-compliance to the response time frames or poor performance against the anticipated service, the DoJ&CD; Magistrates Commission and or NPA will then impose a monetary penalty of **70%** of the invoice amount against the particular service rendered.
- (25) The enforcement of a penalty does not exempt the bidder from resolving a problem nor stops the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved. Only penalties will apply and no service credits will accrue.
- (26) Bidders are requested to submit their price quotes, which require prices to be quoted on the fixed price basis for the duration of the contract.
- (27) The DoJ&CD; Magistrates Commission and NPA reserve the right to verify any information provided, through or independently from the bidder including the right to contact or conduct site visits to the referees before and after the award.
- (28) The contract will be legally constituted once the DoJ&CD; Magistrates Commission and NPA has notified the successful bidder of the acceptance of the Bid and the Bidder has fully complied with all terms and conditions contained therein;
- (29) The DoJ&CD; Magistrates Commission and NPA reserve the right not to award on any of the responses to this bid; and
- (30) Bids proposals must be submitted in an original hardcopy.
- (31) The payment model for the bid is **Fee for Service**
- (32) The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an "X" either "ACCEPTS ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- (33) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at The physical locations as specified in section 2.1.2 above.
- (34) **SUPPLIER PERFORMANCE REPORTING**
 - (a) The service provider will be required to provide reports, including presentations on status of the project on a weekly basis / as required.
 - (b) All reporting will be aligned to DOJ&CD approved templates.
- (35) **CERTIFICATION, EXPERTISE AND QUALIFICATION**

The service provider represents that,

 - 1. it has the necessary expertise, skills, qualifications and ability to undertake the work
 - 2. required in terms of the Statement of Work or Service Definition;
 - 3. it is committed to provide the Services;
 - 4. perform all obligations detailed herein without any interruption to DOJ&CD.

(a) The Supplier must provide the service in a good and workmanlike manner and in

accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;

- (b) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

(36) LOGISTICAL CONDITIONS

- (a) The service provider will be expected to deliver the service requirements as per scope of work.
- (b) In the event that DOJ&CD grants the Supplier permission to access DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DOJ&CD's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) **Tools of Trade.** The Supplier must bring own tools of trade.
- (d) **On-site and Remote Support.** The Supplier must be available on-site.

(37) REGULATORY, QUALITY AND STANDARDS

The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).

(38) PERSONNEL SECURITY CLEARANCE

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The Supplier must provide proof of security vetting

(39) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to

which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;

- (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
 - d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
 - e) Parties may not, except to the extent that a Party is legally required to make a public

statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(40) INTELLECTUAL PROPERTY RIGHTS

- (a) DOJ&CD retains all Intellectual Property Rights in and to DOJ&CD's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of DOJ&CD's Intellectual Property for the sole purpose of providing the Products or Services to DOJ&CD pursuant to this Contract; provided that the Supplier must not be permitted to use DOJ&CD's Intellectual Property for the benefit of any entities other than DOJ&CD without the written consent of DOJ&CD, which consent may be withheld in DOJ&CD's sole and absolute discretion. Except as otherwise requested or approved by DOJ&CD, which approval is in DOJ&CD's sole and absolute discretion, the Supplier must cease all use of DOJ&CD's Intellectual Property, at of the earliest of:
 - (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by DOJ&CD, the Supplier must certify in writing to DOJ&CD that it has either returned all DOJ&CD Intellectual Property to DOJ&CD or destroyed or deleted all other DOJ&CD Intellectual Property in its possession or under its control.
- (c) DOJ&CD, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

(41) SUPPLIER DUE DILIGENCE

DOJ&CD reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

6.1. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 6 above by indicating with an "X" in the "ACCEPT ALL" column, OR</p> <p>(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 6 above by -</p> <ul style="list-style-type: none"> a. Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; b. Provide reason and proposal for each of the conditions that is not accepted. 		
<p>Comments by bidder:</p> <p>Provide reason and proposal for each of the conditions not accepted as per the format:</p> <p>Condition Reference:</p> <p>Reason:</p> <p>Proposal:</p>		

ANNEX A.4: COSTING AND PRICING

7. COSTING AND PRICING

7.1. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**.
- (3) Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points for Specific Goals
- (i) The maximum points for this tender will be allocated as follows, subject to par.2.

Table: Points allocation

Description	80/20 Point System
Price	80
Preference points for specific goals	20
Total points for Price and preference points for specific goals	100

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Enterprises with ownership of 51% or more by person/s who are black person/s	10
Enterprises with ownership of 51% or more by person/s who are woman	5
Enterprises with ownership of 51% or more by person/s who are youth	3
Enterprises with ownership of 51% or more by person/s who are disability	2

- (4) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- (5) Bidder will be bound by the below general costing and pricing conditions and DOJ&CD reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.

7.2. COSTING AND PRICING CONDITIONS

- (1) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) **TOTAL PRICE**
- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.
- (3) **BID EXCHANGE RATE CONDITIONS.** In the event the proposed bid price includes imported content, the bidders must use the exchange rate provided below to enable DOJ&CD to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

7.3. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted.

DOJ&CD reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

7.4. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 7.2 above by indicating with an "X" in the "ACCEPT ALL" column, or (2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; (b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

ANNEXURE A.5: TERMS AND DEFINITIONS

10. ABBREVIATIONS

AFU - means Assets Forfeiture Unit

CC - means Close Corporation

CSD - means Central Supplier Database of National Treasury.

GCC - means General Conditions of Contract

DOJ&CD - means Department of Justice and Constitutional Development

EPMO - means Enterprise Project Management Office

FFS - means Fee for Service

IDAC - means Investigating Directorate Against Corruption

LAD - means Legal Affairs Division

NPA - means National Prosecuting Authority

PPPF - means Preferential Procurement Policy Framework

RFB - means Request for Bid. In this document, RFB and "bid" is used interchangeably and shall have the same meaning and effect.

SCC - means Special Conditions of Contract

SLA - means Service Level Agreement

SSA - means State Security Agency

SOC - means Strategy, Operation and Compliance

UIF - means Unemployment Insurance Fund

Validity Period - means 90 days commencing from the RFB closing date. This date could be extended by agreement between DOJ&CD and the Bidders.

VAT – means Value Added Tax.

EAPA-SA - means Employee Assistance Professionals Association of South Africa.

HPCSA – means Health Professions Council of South Africa

EAP – means Employee Assistant Program

MoU – means Memorandum of Understanding

SACSSP – means South African Council for Social Service Professions

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

10. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Applicable

11.2 BIDDER DECLARATION

I, the bidder (Full names) representing
(company name) Hereby confirm
that I comply with the above Technical Mandatory Requirements and understand that it will
form part of the contract and is legally binding.

Thus, done and signed at On this.....day
of.....20....

.....
Signature

Designation:

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFB 04-2025	CLOSING DATE:	24 OCTOBER 2025	CLOSING TIME:	11h00am
DESCRIPTION	Appointment of a service provider for procurement of employee health and wellness services process for the Department of Justice and Constitutional Development, National Prosecuting Authority and the Magistrates Commission for a period of three (03) years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Tender Box, Momentum Centre, 329 Pretorius Street,					
c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
E-MAIL ADDRESS	SCM@justice.gov.za	E-MAIL ADDRESS	SCM@justice.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number RFB 04 2025
Closing Time 11:00	Closing date 24 October 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
<hr/>			
-	Required by:	
-	At:	
-	Brand and model	
-		
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

2..1. 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

3.1. 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..1. If so, furnish particulars:

.....
.....

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

2..1. If so, furnish particulars:

.....
.....

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.

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.2 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.3 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s		10		
Enterprises with ownership of 51% or more by person/s who are woman		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		
Enterprises with ownership of 51% or more by person/s with disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of Board of *Directors/ Members/ Partners of:

(Legally correct full name and registration number, if applicable of the Enterprise)

Held at _____ (Place)

On _____ (Date)

Resolved that:

1. The Enterprise submits a Bid/Tender to the Department of Justice and Constitutional Development in respect of the following project:

(Project description as per Bid/Tender Document)

Bid/Tender Number: _____ (Bid/Tender number as be Bid/Tender advert)

2. *Mr/Mrs/Ms: _____

in *his/her capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be and is hereby, authorised to sign the Bid/Tender, and any other documents and/ or correspondence in connection with and relating to the Bid/Tender, as well as to sign any contract, and all documentation, resulting from the award of the Bid/Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

Should the number of Directors/Members/Partners exceed the space above, additional names and signatures must be provided on a separate place