



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 01 2026
RFB ISSUE DATE:	04 SEPTEMBER 2026
NON-COMPULSORY VIRTUAL BRIEFING SESSION	14 SEPTEMBER 2026 AT 10H00
CLOSING DATE FOR WRITTEN QUESTION	16 SEPTEMBER 2026
PUBLISHING OF ANSWERS IN DEPARTMENTAL WEBSITE	18 SEPTEMBER 2026
RFB CLOSING DATE AND TIME:	30 SEPTEMBER 2026 AT 11H00
RFB VALIDITY PERIOD:	90 DAYS
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE EMPLOYEE HEALTH AND WELLNESS SERVICES 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



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID: APPOINTMENT OF A SERVICE PROVIDER FOR THE EMPLOYEE HEALTH AND WELLNESS SERVICES FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, NATIONAL PROSECUTING AUTHORITY AND THE MAGISTRATES COMMISSION FOR A PERIOD OF THREE (03) YEARS.

RFB NUMBER: RFB 01 2026
DATE ISSUED: 04 SEPTEMBER 2026
CLOSING DATE AND TIME: 30 SEPTEMBER 2026 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

Contents

ANNEX A: INTRODUCTION	4
1. PURPOSE AND BACKGROUND	4
1.1. PURPOSE	4
1.2. BACKGROUND	4
2. SCOPE OF BID	7
2.1 SCOPE OF WORK	7
2.2 DELIVERY ADDRESS FOR STAKEHOLDERS	11
3. DELIVERABLES	12
3.1 SERVICE REQUIREMENTS	12
4. BID EVALUATION STAGES	13
ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION	14
4. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	14
4.1. ADMINISTRATIVE PRE-QUALIFICATION	14
4.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	14
ANNEX A.2: TECHNICAL MANDATORY REQUIREMENTS	16
5. TECHNICAL MANDATORY	16
5.1. INSTRUCTION AND EVALUATION CRITERIA	16
5.2. TECHNICAL MANDATORY REQUIREMENTS	16
5.3. DECLARATION OF COMPLIANCE	18
ANNEX A.3: TECHNICAL FUNCTIONALITY REQUIREMENTS	19
6. TECHNICAL FUNCTIONALITY REQUIREMENTS	19
6.1. INSTRUCTION AND EVALUATION CRITERIA	19
6.2. SCORING MATRIX	20
6.3. Functionality evaluation Matrix	20
ANNEX A.4: CONDITIONS OF CONTRACT	24
7. SPECIAL CONDITIONS OF CONTRACT (SCC)	24
8. DECLARATION OF COMPLIANCE	31
ANNEX A.5: COSTING AND PRICING	32
9. COSTING AND PRICING	32
9.1. COSTING AND PRICING EVALUATION	32
9.2. COSTING AND PRICING CONDITIONS	33
9.3. BID PRICING SCHEDULE	33
9.3. DECLARATION OF ACCEPTANCE	34
ANNEX A.6: TERMS AND DEFINITIONS	35
10. ABBREVIATIONS	35

11. DEFINITIONS	35
ANNEX B: BIDDER SUBSTANTIATING EVIDENCE	36
12. MANDATORY REQUIREMENT EVIDENCE	36
13.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS.....	36
13.2 BIDDER DECLARATION.....	36

ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

1.1.1. The Department of Justice and Constitutional Development (DoJ&CD), National Prosecuting Authority (NPA) and Magistrate Commission (hereinafter referred to as “The Department”) invite Service providers (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

1.2.1. 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 Programme that seek to advance and sustain the Constitution and the rule of law. This is achieved through the implementation of Programme that deepens and nurture our constitutional democracy. 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.

1.2.2. 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, favor, 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).

1.2.3. 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.

1.2.4. 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 influence 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 to:
 - i. The independence of the dispensing of justice;
 - ii. The efficiency of the administration of justice, in the lower courts.

1.2.5. 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.

1.2.6. The total **estimated** combined workforce for this bid is about **24 891** and is constituted as follows: -

1. The Department: - **17 960**
2. Magistrates Commission: - **1 600**
3. National Prosecuting Authority: - **5 331**

1.2.7. Estimated Provincial breakdown of workforce for DoJ, Magistrate commission and NPA.

PROVINCE	DOJ&CD	MAGISTRATE COMMISSION	NPA
FREE STATE	1139	110	331
GAUTENG	5000	415	1739
WESTERN CAPE	2035	249	699
NOTHERN CAPE	768	52	231
EASTERN CAPE	2237	186	512
KWA ZULU NATAL	2845	270	783
MPUMALANGA	1108	100	312
LIMPOPO	1601	136	414
NORTHWEST	1227	82	310
TOTAL	17960	1600	5331

2. SCOPE OF BID

2.1 SCOPE OF WORK

2.1.1. The Department 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 Employee Health and Wellness (EHW) services in either private, public sector or government.

2.1.2. The scope of work shall cover the following services:

1. Remedial/ Reactive Wellness services

a) Telephonic and online counselling services

1. Provide unlimited telephonic or online counselling services conducted by qualified and experienced Social worker, Clinical Psychologist, Counselling Psychologist, Psychiatric Nurse, Psychiatrist and Registered Counsellor. 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.

b) 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 EHW therapist such as Social worker, Clinical Psychologist, Counselling Psychologist, Psychiatric Nurse, Psychiatrist and Registered Counsellor 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.

c) 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.

d) 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. The sessions 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 Department, to support the service provider's applications of relevant tools and techniques.

e) Rehabilitation

1. Should an assessment of employee during counselling necessitate an admission to a rehabilitation facility for substance abuse and other related psychosocial or health issues, the service provider shall be responsible for ensuring a successful admission into an available rehabilitation centre.
2. The service provider shall ensure that an individual is successfully admitted into an available 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).

2. Proactive Wellness services

- a) 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.
- b) Based on the request of The Department the service provider shall also present interactive workshops on a variety of health and wellness topics for duration of six (6) working hours.
- c) The service provider will be expected to provide manuals, "Power Point" presentations, hand-outs and other functional aids associated with the workshops.

3. Management Component

- a) The service provider must appoint a dedicated key Account Manager or contact person to coordinate the programme and ensure that the service is always appropriately implemented, fully integrated into the organization and professionally managed.
- b) 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 the Department, or when the need arises.

4. Professional Resources and Minimum Provincial Coverage Requirements

- 4.1. The bidder must demonstrate access to suitably qualified and registered professionals to provide the required Employee Health and Wellness services.
- 4.2. The successful bidder shall maintain and make available a multidisciplinary professional service network with enough capacity to provide uninterrupted services across all nine (9) provinces for the duration of the contract.

ROLE	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE	Minimum Provincial Coverage Requirements
Case Manager	Relevant applicable qualification in either social work, or Psychology or related field (NQF 7 or higher) and current registration with HPCSA and/or SACSSP	Minimum 5 years 's experience in EHW, counselling, wellness or related field.	1 Nationally
Social Worker	Relevant applicable qualification in Social Work at NQF 8 or higher and current registration with SACSSP	Minimum 3 years 's experience in EHW or related field.	5 per Province
Clinical Psychologist	Relevant applicable qualification in Clinical Psychology at NQF 9 or higher and current registration with HPCSA	Minimum 3 years 's experience in EHW or related field.	5 per Province
Counselling Psychologist	Relevant applicable qualification as Counselling Psychologist at NQF 9 or higher and current registration with HPCSA	Minimum 3 years 's experience in EHW or related field.	5 per Province
Registered Counsellor	Relevant applicable qualification as Psychiatric Nurse at NQF 8 or higher and current registration with SANC	Minimum 3 years 's experience in EHW or related field.	5 per Province
Psychiatrist	Relevant applicable qualification as Psychiatrist at NQF 9 or higher and current registration with HPCSA	Minimum 3 years 's experience in EHW or related field.	1 Nationally
Psychiatric Nurse	Relevant applicable qualification as Registered Counsellor at NQF 8 or higher and current registration with HPCSA	Minimum 3 years 's experience in EHW or related field.	1 Nationally

2.2 DELIVERY ADDRESS FOR STAKEHOLDERS

- 2.2.1. The Employee Health and Wellness Programme covers employees of the Department of Justice and Constitutional Development (DoJ&CD), the National Prosecuting Authority (NPA), and the Magistrates Commission. The addresses listed below identify the participating entities and their operational locations for purposes of service delivery, coordination, communication and contract administration, including engagement with designated stakeholder contacts.
- 2.2.2. The listed addresses are not intended to restrict service delivery to those locations. The appointed service provider shall provide the required services to the participating entities and their employees in accordance with the scope of work and service delivery requirements specified in this bid.

Province	Office	Address
Gauteng	National Office: Department of Justice and Constitutional Development	329 Pretorius Street Momentum Building Pretoria 0001
Gauteng	National Office: National Prosecuting Authority	Victoria and Griffiths Mxenge. (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

3. DELIVERABLES

3.1 SERVICE REQUIREMENTS

- 3.1.1 To increase productivity, promote healthier lifestyle and encourage employees to be more responsive and mitigate psycho-social challenges on employees'/Magistrates' 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 with 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, address the impact of alcohol, drugs and addictions in the workplace as well as to empower employees and managers on any identified wellness issues;
 - g) Prevention of a decline in work performance and reduction in absenteeism through:
 - i. 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;
 - ii. Promotion of work life balance;
 - iii. Management of health-related programmes such as HIV&AIDS, TB, and other chronic diseases; and
 - iv. Provision of trauma counselling and debriefing services to all the employees.

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 bidders must comply with ALL the bid pre-qualification requirements for the bid to be accepted for evaluation.
- (2) If the bidders 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, the 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 hard copy and one copy on memory stick / USB.

4.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
SBD 1 INVITATION TO A BID	YES	Fully complete and sign the supplied document.
SBD 4 BIDDER'S DISCLOSURE	YES	Fully complete and sign the supplied document.
SBD 6.1 IN TERMS OF PPR 2022	YES	Fully complete and sign the supplied document.

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
REGISTRATION ON CENTRAL SERVICE DATABASE (CSD)	YES	The bidder must be registered on Central Service provider Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your Bid. Must submit CSD MAAA number.
GOOD STANDING ON TAX AFFAIRS	YES	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.

5. TECHNICAL MANDATORY

5.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidders 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, the Department reserves the right to treat substantive evidence that cannot be in the bid response as "NOT COMPLY".
- (3) The bidder must complete the declaration of compliance as per **section 5.3** below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".
- (4) The bidder must comply with ALL the Technical Requirements 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

MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
1. Two Envelope System	Prospective bidders must package separate submissions in respect of the technical and financial proposal. Envelope One (01) must include the Technical Proposal only, and Envelope Two (02) must include the Financial Proposal, including the completed Departmental Pricing Schedule and SBD 3.3 – Pricing Schedule: Professional Services. The Departmental Pricing Schedule remains the prescribed pricing schedule for purposes of the submission and evaluation of the bidder's pricing. SBD 3.1 is to be submitted in Envelope Two (02) as part of the Financial Proposal and does not replace the Departmental Pricing Schedule. Failure to adhere to the prescribed two-envelope system, including the submission of the Financial Proposal or pricing information in Envelope One (01), or the Technical Proposal in Envelope Two (02), will lead to automatic disqualification.	

MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
2. Current Registration with a Recognised Professional Statutory Body	Submit proof of employees and/or affiliated professionals as outlined in page 9, Section 4 (Professional resources and Minimum Service Delivery Capacity Requirements) of this bid document, together with evidence of current registration with the relevant statutory professional bodies, namely the Health Professions Council of South Africa (HPCSA), the South African Council for Social Service Professions (SACSSP), and/or the South African Nursing Council (SANC).	
3. Minimum Employee Health and Wellness (EHW) Experience	Submit a company profile and/or reference letters demonstrating a minimum of five (5) years' experience in providing Employee Health and Wellness Programme (EHW), employee wellness, psychosocial support, counselling, or related services. Reference letter(s) must not be older than ten (10) years and must comply with the following minimum requirements: a) Issued on official client letterhead; b) Include project name, description, and duration of services rendered; c) Include contact details for verification purposes.	
4. The bidder must demonstrate the capability to provide face-to-face counselling services nationally.	The bidder must demonstrate the capacity and availability of resources to continue providing the required services nationally by submitting evidence of a list of employees and/or affiliated professionals, as outlined in page 9, Section 4 (Professional Resources and Minimum Provincial Coverage Requirements).	
5. The bidder must demonstrate the capability to provide a 24/7/365 counselling support service through a toll-free access channel.	Submit Evidence of previous or current contracts/projects where a similar 24/7/365 support service was successfully provided, together with confirmation of the bidder's current operating model and capacity to provide uninterrupted services in form of reference letter(s) Reference letter(s) must not be older than ten (10) years and must comply with the following minimum requirements: a) Issued on official client letterhead; b) Include project name, description, and duration of services rendered; c) Include contact details for verification purposes.	
6. Dedicated Case Manager The bidder must demonstrate capacity in case management.	Submit the curriculum vitae (CV) of the proposed Case Manager, together with certified copies of NQF Level 7 or higher and provide proof of registration with the applicable statutory or professional regulatory body governing that specific qualification/profession. and proof of registration with the applicable statutory body, demonstrating at least five (5) years' experience in case management.	

5.3. DECLARATION OF COMPLIANCE

REQUIREMENTS	COMPLY	NOT COMPLY
The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that – (a) The bid complies with each Mandatory Requirement as specified in Section 5.2 above; and (b) Every requirement specification is substantiated by evidence as proof of compliance.		

ANNEX A.3: TECHNICAL FUNCTIONALITY REQUIREMENTS

6. TECHNICAL FUNCTIONALITY REQUIREMENTS

6.1. INSTRUCTION AND EVALUATION CRITERIA

1. The bidder must complete in full all the Functionality Evaluation 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 substantive evidence that cannot be in the bid response as “NOT COMPLY”.
3. Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each Functionality Evaluation requirement will be evaluated using a rating –as indicated per functionality requirement.
4. Minimum threshold. To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of 50 %.
5. Weighting of requirements: The full scope of requirements will be determined by the following weights:

No.	Functionality evaluation requirements	Weighting
1.	Relevant Experience in Providing Health and Wellness / EHW Services.	30%
2.	Service Delivery Methodology and Implementation Plan	10%
3.	Professional Resources and Capacity	25%
4.	National Service Delivery Capability.	25%
5.	Reporting, Monitoring and Quality Assurance	10%
TOTAL		100%

6.2. SCORING MATRIX

Score	Meaning	Explanation
0	Non-responsive	Does not comply / no evidence / no reference / no information / no inputs / irrelevant response/ Does not meet the minimum requirements.
1	Good response	- Fully meets and complies with the specification requirements. - Evidence substantiates the requirements.
2	Excellent Response	- Fully meets and complies with the specification, beyond the requirements (e.g. best practices, etc.). - Evidence substantiates the requirement. - Additional innovation, best practice standards, benchmark models and better service offerings provided.

6.3. Functionality evaluation Matrix

No.	TECHNICAL FUNCTIONALITY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE. (USED TO EVALUATE BID)	WEIGHTING %
1.	Relevant Experience in Providing Health and Wellness / EHW Services. Bidder must have at least 5 (five) years' experience in active provisioning of relevant Health and Wellness /EHW Services.	The bidder must submit reference letter(s) confirming previous or current delivery of Health and Wellness / Employee Health and Wellness (EHW) services. Reference letter(s) must not be older than ten (10) years and must comply with the following minimum requirements: a) Issued on official client letterhead; b) Include project name, description, and duration of services rendered; c) Include contact details for verification purposes. Rating Scale: 0 = non-responsive No relevant experience submitted, or evidence provided is non-responsive or does not meet the minimum requirements. 1 = Good Response Evidence demonstrates successful provision of similar Health and Wellness / EHW services for a	30

		period of at least five (5) years and fully meets the requirement, supported by compliant reference letters. 2 = Excellent response • Evidence demonstrates a minimum of five (5) years' extensive experience in delivering Health and Wellness / Employee Health and Wellness (EHW) services. • The bidder demonstrates additional value-added services beyond the minimum requirements. • The bidder demonstrates recognised best practices in the delivery of Health and Wellness / EHW services.	
2.	Service Delivery Methodology and Implementation Plan The following 6 elements should be addressed: 1. 24/7 telephonic and online counselling services; 2. Face-to-face/virtual counselling services; 3. Trauma management and critical incident response; 4. Wellness promotion and awareness programmes; 5. Rehabilitation and aftercare services; 6. Reporting and account management arrangements.	The bidder must submit a detailed Methodology and Implementation Plan addressing all six (6) specified elements, outlining how the services will be delivered. Rating Scale: 0 = non-responsive No methodology submitted, or the response does not address the required elements. 1 = Good response Methodology fully addresses all six (6) required elements and demonstrates a clear, practical and compliant approach to service delivery 2 = Excellent response • Methodology fully addresses all six (6) required elements and demonstrates a clear, practical and compliant approach to service delivery • Methodology exceeds the requirements by demonstrating innovative approaches, best-practice models of service delivery	10
3.	Professional Resources and Capacity The bidder must demonstrate access to the following seven (7) appropriately qualified and registered professionals' categories required to deliver the services. 1. Case Manager 2. Social Worker 3. Clinical Psychologist 4. Counselling Psychologist	The bidder must submit the curriculum vitae (CVs) of its employees and/or affiliated professional resources for each of the seven (7) specified professional categories outlined in page 9, Section 4 (Professional Resources and Minimum Provincial Coverage Requirements). The submission must be accompanied by proof of the relevant professional registrations, where applicable, as evidence that the proposed resources are suitably qualified, professionally registered, and available to perform the required services.	25

	5. Psychiatric Nurse 6. Psychiatrist 7. Registered Counsellor	Rating Scale: 0 = non-responsive No evidence submitted, or the resources provided do not meet the minimum requirements. 1 = Good response Submitted resources cover all seven (7) required categories, fully meet the requirements, and the evidence substantiates the availability of appropriately qualified and professionally registered personnel. 2 = Excellent response Submitted resources cover all seven (7) required categories and exceed the requirements through a multidisciplinary team, specialist expertise, additional professional registrations, and enhanced capacity to deliver services effectively across all required service areas.	
4.	National Service Delivery Capability. The bidder must demonstrate access to a national network of registered professionals in these six categories to deliver EHW and Health and Wellness services across all 9 provinces. 1. Social Worker 2. Clinical Psychologist 3. Counselling Psychologist 4. Psychiatric Nurse 5. Psychiatrist 6. Registered Counsellor	The bidder must submit a list of available professionals forming part of its service network, indicating the name, professional category, and province of each professional for all six (6) specified professional categories. The submission must be accompanied by proof of the relevant professional registration for each professional, in accordance with Section 4 (Professional Resources and Minimum Provincial Coverage Requirements) on page 9 of this bid document. Rating scale: 0 = non-responsive No evidence of national professional network across all 9 provinces capability submitted. 1 = Good response Evidence demonstrates full national coverage with professionals in all listed six categories available in all nine (9) provinces, fully meeting the requirements. 2 = Excellent response Evidence demonstrates full national coverage in all listed six categories across all nine (9) provinces, supported by an extensive and well-established professional network, proven national service delivery experience, and enhanced accessibility mechanisms to ensure effective service delivery in both urban and remote rural areas.	25

5.	Reporting, Monitoring and Quality Assurance The bidder must submit a Reporting, Monitoring and Quality Assurance Framework demonstrating its ability to monitor, manage and report on programme performance. The framework should address the following 5 elements: 1. Case management and record-keeping processes. 2. Monthly, quarterly and annual reporting arrangements. 3. Service utilisation and trend analysis reporting. 4. Quality assurance and service monitoring processes. 5. Confidentiality and information management measures	The bidder must submit Reporting, Monitoring and Quality Assurance Framework addressing all the five (5) listed elements as evidence of its capability to monitor, manage, and report on programme performance. Rating Scale: 0 = non-responsive No evidence submitted, or the framework does not address all 5 given elements. 1 = Good response Reporting and quality assurance processes fully address all five (5) required elements of the Reporting, Monitoring and Quality Assurance framework, and the evidence substantiates the bidder's capability to deliver the required reporting and monitoring functions. 2= Excellent response • Reporting and quality assurance processes fully address all five (5) required elements of the Reporting, Monitoring and Quality Assurance framework • Reporting and quality assurance processes exceed the requirements through advanced analytics, benchmarking, trend analysis, continuous improvement mechanisms, and best-practice quality management systems.	10
TOTAL			100 %

7. SPECIAL CONDITIONS OF CONTRACT (SCC)

- (1) The successful service provider 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 service provider. However, The Department reserves the right to include or waive the condition in the signed contract.
- (2) The Department reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- (c) **Formal Contract.** The Service provider must enter into a formal written Contract (Agreement) with the Department.
- (d) **Right of Award.** The Department reserves the right to award the contract for required goods or services to multiple Service providers.
- (e) **Right to Audit.** The Department 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) The appointed service provider must provide qualified professionals as per Scope of Work paragraph 2.1.
- (4) If the cross-functional team member leaves the team, the replacement must have equivalent experience and a Curriculum Vitae must be provided to the Department.
- (5) The Department reserve the right to contact the client references as provided by the bidder.
- (6) 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.
- (7) The Department 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.
- (8) This procurement is conducted by the Department of Justice and Constitutional Development (DoJ&CD) on behalf of the following participating institutions:
 - a) Department of Justice and Constitutional Development (DoJ&CD);
 - b) National Prosecuting Authority (NPA); and
 - c) Magistrates Commission.
- (9) The successful bidder shall enter into one (1) contractual agreement with the Department of Justice and Constitutional Development (DoJ&CD) for the provision of services to the Department and the participating institutions.

- (10) The National Prosecuting Authority (NPA) and the Magistrates Commission shall utilise the contract as participating institutions in accordance with the terms and conditions of the contract.
- (11) Each participating institution shall designate a Contract Manager who shall be responsible for:
- a) Coordinating and authorising service requests relating to that institution;
 - b) Monitoring the service provider's performance against the agreed service levels and contractual obligations;
 - c) Verifying and certifying that services have been rendered in accordance with the contract;
 - d) Approving invoices for payment in respect of services rendered to that institution; and
 - e) Facilitating the processing of payments in accordance with the applicable financial management and governance requirements.
- (12) The Contract Manager designated by the Department of Justice and Constitutional Development (DoJ&CD) shall be responsible for the overall contract administration, governance, coordination, and reporting of the contract.
- (13) The successful service provider shall be required to provide adequate service in all provinces.
- (14) The successful service provider shall render services in all official languages in order to meet individuals' needs.
- (15) The services must be accessible to all employees and Magistrates including persons with disabilities;
- (16) Should the agreement be terminated, the service provider shall be entitled to outstanding payment for services already rendered, subject to the satisfaction of the Department.
- (17) The Department will not be responsible for any travelling and accommodation costs on behalf of the successful service provider.
- (18) The Department reserves the right to terminate 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. The service provider will still be obliged to submit outstanding reports.
- (19) The copyright of all documents and reports compiled by the service provide will vest in the Department and may not be reproduced or distributed or made available in any other way without the written consent of Tthe Department.
- (20) The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, if it shall not be to the detriment of Tthe Department.
- (21) 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.

- (22) 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.
- (23) On termination of the agreement, for whatever reason, all documents, programmes, reports, any other related organisational data must be handed to The Department. The service provider relinquishes the right of retention thereof.
- (24) A Service Level Agreement between the service provider and the Department will be drawn up and agreed upon within 60 days after commencement of the project.
- (25) The successful service provider must always comply with The Department's policies and procedures as well as maintain a high level of confidentiality of information.
- (26) The Department will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bid;
- (27) Bidders should refrain from communicating directly with The Department's 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.
- (28) 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.
- (29) 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.
- (30) The Department reserves 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.
- (31) The contract will be legally constituted once the Department has notified the successful bidder of the acceptance of the bid and the bidder has fully complied with all terms and conditions contained therein;
- (32) The Department reserve the right not to award on any of the responses to this bid;
- (33) Bids proposals must be submitted in an original hardcopy.
- (34) The payment model for the bid is **Fee for Service** and **Capitation model**
- (35) **Definition of term employee/ Magistrate**
 - a) An Employee refers to an Official appointed in terms of Public Service Act and National Prosecuting Act.
 - b) A Magistrate refers to a Judicial Officer appointed in terms of section 9 of the Magistrate Courts Act 32 of 1994 read in conjunction with section 10 of the Magistrates Commission Act 90 of 1993 who presides in the Lower Courts.
- (36) **SERVICE PROVIDER PERFORMANCE REPORTING**
 - (a) The service provider will be required to provide reports, including presentations on status of the project as stipulated in the service level agreement.

- (b) All reporting will be aligned to the Department approved templates.

(37) CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The service provider represents that:
 - 1. it has the necessary expertise, skills, qualifications and ability to undertake the work required in terms of the Scope of Work;
 - 2. it is committed to provide the services;
 - 3. It performs all obligations detailed herein without any interruption to the Department.
- (b) The service provider must provide the service in a good and professional manner and in accordance with the best practices and high professional service standards
- (c) The Service provider must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined by the Scope of Work.

(38) LOGISTICAL CONDITIONS

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

(39) REGULATORY, QUALITY AND STANDARDS

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

(40) PERSONNEL SECURITY CLEARANCE

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

(41) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- a) The Service provider, 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 because 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 the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party;
 - (vii) 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
 - (viii) 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.

(42) INTELLECTUAL PROPERTY RIGHTS

- (a) The Department retains all Intellectual Property Rights in and to The Department's Intellectual Property. As of the Effective Date, the Service provider 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 the Department's Intellectual Property for the sole purpose of providing the Products or Services to the Department pursuant to this contract; provided that the service provider must not be permitted to use the Department's Intellectual Property for the benefit of any entities other than the Department without the written consent of the Department, which consent may be withheld in The Department's sole and absolute discretion. Except as otherwise requested or approved by the Department, which approval is in the Department's sole and absolute discretion, the service provider must cease all use of the Department'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 the Department, the service provider must certify in writing to the Department that it has either returned all the Department Intellectual Property to the Department or destroyed or deleted all other Department Intellectual Property in its possession or under its control.
- (c) The Department, always, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this contract, the service provider retains all Intellectual Property Rights in and to the service provider's pre-existing Intellectual Property that is used or supplied in connection with the products or services.

(41) SERVICE PROVIDER DUE DILIGENCE

The Department reserves the right to conduct service provider 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.

(43) PENALTY CLAUSE

The Service Provider shall be required to perform the services in accordance with the Service Level Agreement (SLA) and the requirements of the contract. Failure to meet the agreed service standards may result in the imposition of penalties.

The Department reserves the right to impose penalties for the following non-performance events:

Service Requirement	Service Threshold / Turnaround Time	Penalty
24/7 Toll-Free Counselling Service Availability	Service must be available 24 hours a day, 7 days a week, 365 days a year, with a minimum monthly availability of 99.5% (maximum unplanned downtime of 3 hours and 36 minutes per calendar month).	5% of the monthly invoice value for each verified service outage exceeding the agreed downtime threshold.
Face-to-Face / Virtual Counselling Appointments	Initial contact with the employee or beneficiary must be made within 1 working day of referral. Face-to-face or virtual counselling appointments must be arranged within 3 working days of successful contact.	5% of the monthly invoice value for each verified failure
Trauma Management Response	Trauma intervention and/or critical incident stress debriefing must commence within 72 hours of a request from the Department, NPA, Magistrates Commission, manager, or affected employee group.	5% of the monthly invoice value for each verified failure.
Submission of Monthly, Quarterly or Annual Reports	Monthly reports must be submitted within 10 working days after month-end; quarterly reports within 15 working days after quarter-end; annual reports within 20 working days after 12 months period.	5% of the monthly invoice value per late report.
Key Account Management and Scheduled Meetings	The Key Account Manager must attend 100% of scheduled contract management meetings and submit required updates at least 2 working days before the scheduled meeting.	Written notification for first occurrence and 5% of monthly invoice value for repeated non-compliance.
Rehabilitation Referral and Placement Services	Assessment, identification of an available rehabilitation facility, and facilitation of admission must be initiated within 5 working days after approval for rehabilitation.	5% of the monthly invoice value for each verified failure attributable to the Service Provider.

- (44) The bidder must complete the declaration of acceptance as per **section 8** 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.

8. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(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		
(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 7 above by Indicating with an "X" in the "DO NOT ACCEPT ALL" column.		

ANNEX A.5: COSTING AND PRICING

9. COSTING AND PRICING

9.1 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 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 living with a disability	2

- (4) The bidder must **complete the declaration of acceptance** as per section 9.3 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 the Department 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 the Department and the bidder. However, the Department reserves the right to include or waive the condition in the Contract.

9.2 COSTING AND PRICING CONDITIONS

- (1) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) The number of sessions per month indicated in the Pricing Schedule is provided solely for purposes of bid evaluation and comparison. It does not constitute a guaranteed volume or minimum number of sessions to be procured. Payment during the contract period shall be based on the actual services utilised by the Department and participating stakeholders, at the applicable rates quoted by the appointed service provider.
- (3) **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.

9.3 BID PRICING SCHEDULE

- a) 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.
- b) The Department reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

9.3 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 10.2 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 10.2 above Indicating with an "X" in the "DO NOT ACCEPT ALL" column.		

ANNEX A.6: TERMS AND DEFINITIONS

10. ABBREVIATIONS

AFU	Asset Forfeiture Unit
CC	Close Corporation
CSD	Central Supplier Database
DoJ&CD	Department of Justice and Constitutional Development
EHW	Employee Health and Wellness
EPMO	Enterprise Project Management Office
FFS	Fee for Service
GCC	General Conditions of Contract
HPCSA	Health Professions Council of South Africa
IDAC	Investigating Directorate Against Corruption
LAD	Legal Affairs Division
MoU	Memorandum of Understanding
NIP	National Industrial Participation
NPA	National Prosecuting Authority
POPIA-	Protection of Personal Information Act, 2013
PPPF	Preferential Procurement Policy Framework
SACSSP	South African Council for Social Service Professions
SANC	South African Nursing Council
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SLA	Service Level Agreement
SOC	Strategy, Operation and Compliance
SSA	State Security Agency

11. DEFINITIONS

The Department	Refers to The Department of Justice and Constitutional Development (DoJ&CD), National Prosecuting Authority (NPA) and Magistrate Commission
Validity Period	Refers to 90 days commencing from the RFB closing date. This date could be extended by agreement between The Department and the Bidders.
Employee	refers to an Official appointed in terms of Public Service Act, National Prosecuting Act.
Magistrate	refers to a Judicial Officer appointed in terms of section 9 of the Magistrate Courts Act 32 of 1994 read in conjunction with section 10 of the Magistrates Commission Act 90 of 1993 who presides in the Lower Courts.

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

12. MANDATORY REQUIREMENT EVIDENCE

13.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Applicable

13.2 BIDDER DECLARATION

I, the bidder (Full names)
representing (company name)
..... Hereby confirm that I
comply with the above 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 01 2026	CLOSING DATE:	30 September 2026	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE EMPLOYEE HEALTH AND WELLNESS SERVICES 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	SCM		CONTACT PERSON	SCM	
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES	☐ NO
IS 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

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
(Professional Services)

NAME OF BIDDER: BID NO.: **RFB 01 2026**

CLOSING TIME: **11:00**

CLOSING DATE: **30 September 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	TOTAL: R.....		

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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:

.....

.....

.....