

NEPOBLIC OF 30011	TATRICA			Re	eques	t fo	r Pr	oposal	P	age	10	of 3	
RFP NUMBER													
RFP DESCRIPTION													
CUSTOMER DEPARTM	ENT												
CUSTOMER INSTITUT	ION												
BRIEFING SESSION	Y		N					PULSORY LY RECOMM	ENDED	Y		N N	
BRIEFING VENUE							DAT	E		TI	ME		
COMPULSORY SITE INSPECTION	Y		N				DAT	E		TI	ME		
INSPECTION ADDRESS													
TERM AGREEMENT CA	ALLE	D FO	R?	Y		N		TERM DURATION					

CLOSING DATE CLOSING TIME

TENDER BOX LOCATION

GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
- Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- -This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.

Filename: RFP01 GPT (SBD1) Revision: 16 Release Date: 12/09/2019

GT/OOP/091/2022 SECTION 1 - ISSUE DATE: 23/09/2022 Page 2 of 70



Provincial Supply Chain Management

Request for Proposal

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SUPPLIER INFORMATION							
COMPANY NAME							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS						ı	
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER				1		<u> </u>	
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA	Ą	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APP	PLICABLE BOX]	B-BBEE ST AFFIDAVIT	TATUS LEVEL SWC		[TICK APPLICAE	BLE BOX]
	☐ Yes	□ No				☐ Yes	□No
[A B-BBEE STATUS LEVEL ORDER TO QUALIFY FOR P				AVIT (FOR EMES	& QSE	Es) MUST BE SUB	MITTED IN
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	RE YOU THE ACCREDITED EPRESENTATIVE IN OUTH AFRICA FOR THE DODS /SERVICES /WORKS IIF YES ENCLOSE PROOFI		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			☐YeS ☐No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 (SBD 2)]	
SIGNATURE OF BIDDER				DATE			
CAPACITY UNDER WHIC	Н				•		

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.

Filename: RFP01 GPT (SBD1) Revision: 16 Release Date: 12/09/2019

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:



DEPARTMENT

Provincial Supply Chain Management

Request for Proposal

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Tender documents can be obtained from http://www.treasury.gpg.gov.za

CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	
ANY ENQUIRIES REGARD	DING TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	
CONTACT PERSON	
CONTACT PERSON	
CONTACT PERSON TELEPHONE NUMBER	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	ı	V	TERM BASED TYPE	Y	N	VALUE BASED TYPE	Y	N	
VALUE BASED	Y	ı	N							
QUANTITY BASED	Y	ı	V							
TERM BASED	Y	ı	V							

Filename: RFP01 GPT (SBD1) Revision: 16 Release Date: 12/09/2019



RFP Point System

Page 1 of 1

RFP NUMBER	CLOSING DATE	
VALIDITY OF RFP	CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000
*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

	Point System
	Points SHALL be allocated as follows:
Points for	
Points for	

Filename: RFP02GPT Revision:5 Release Date: 10/06/2019

^{*} It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS



Instructions to Bidders

Page 1 of 2

- 1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
- 2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
- 3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
- 4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
- 5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
- 6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
- 7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
- 8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
- 9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
- 10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
- 11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
- 12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
- 13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
- 14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
- 15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
- 16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
- 17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
- 18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
- Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full

Filename: RFP03GPT Revision: 7 Release Date: 11/07/2017



Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

- 20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
- 21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
- 22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
- 23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
- 24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
- 25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
- 26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
- 27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

- posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
- deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
- 28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) including information on new products, export achievements, new partnerships and successes and milestones.
- 29. **Compulsory GPG Contract**: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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Bidder's Disclosure

Page 1 of 3

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1	Is the bidder, or any of its directors /	trustees /	shareholders /	members /	partners or any	y person
	having a controlling interest1 in the	enterprise	e, employed by	the state?		

YES	NO	

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

Full Name	Identity Number	Name of State institution

Filename:RFP4GPT (SBD4)

Revision: 9

Release Date:02/06/2022

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.



Bidder's Disclosure

Page 2 of 3

2.2 2.2.1	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
	YES NO
2.3.1	If so, furnish particulars:
	·
3.	DECLARATION
	I, the undersigned, (name)
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.



Bidder's Disclosure

Page 3 of 3

- 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	



Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	SABS /Equivalent Certificate May not be older than one (1) year,the cost of which will be for the account of the bidder.	Bidders Briefing Session	
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Special Conditions

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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

Stage 2

Stage One-

Criteria for Price and B-BBEE Status	Points
Bid Price	90
Preference Points	10
TOTAL	100

Bidders	are	required 1	to use t	he two	envelope	bidding	system,	whereby	the	Technical	Proposal	(Stage	 and
Pricing	and	B-BBEE (S	Stage 2)) be pla	ced in tw	o separa	ite seale	d envelop	es n	narked:			

	ounge one	
-	Stage Two-	

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Special Conditions

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SUPPLIER JOB CREATION ANALYSIS

Company Name					Date Est.		
	Permanent	Temp	SA Citizens	Other	Com	ments	
Staff compliment at Establishment of Enterprise							
Current staff compliment							
Number of jobs to be created if Bid is successful							

• The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY!

Observations Initial Job Count Potential

Year 1

Year 2

Year 3

Year 4

Year 5

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TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS SERVICES TO GAUTENG PROVINCIAL GOVERNMENT (GPG) DEPARTMENTS AND ENTITIES FOR A PERIOD OF THREE YEARS

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(ii) ACRONYMS

AIDS	Acquired Immune Deficiency Syndrome
BBBEE	Broad Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CISD	Critical Incident Stress Debriefing
COMENSA	Is the SAQA-recognized non-statutory professional body for coaching and
	mentoring in South Africa, to regulate the coaching and mentoring
COIDA	Compensation for Occupational Injuries and Diseases Act, No 130 of 1993
CSD	Central Supplier Database
DPSA	Department of Public Service and Administration
DPSASF	Department of Public Service and Administration Strategic Framework
EAPA	Employee Assistance Programme Association
EHW	Employee Health and Wellness
EHWP	Employee Health and Wellness Programme
EME	Exempted Micro Enterprise
FAIS	Office of the Ombud for Financial Services Providers
F2F	Face to Face
GPG	Gauteng Provincial Government
HIV	Human Immunodeficiency Virus
HIRA	Hazard Identification Risk Assessment
HPCSA	Health Professions Council of South Africa
HPM	Health and Productivity Management
ILO	International Labour Organization
LLB	Bachelor of Laws
MBChB	Bachelor of Medicine
NCD	Non-Communicable Disease
NIMART	Nurse Initiated Management of Anti-Retroviral Therapy
NSP	National Strategic Plan for HIV, TB and STI's 2017 – 2022
OHS	Occupational Health and Safety
OMP	Occupational Medical Practitioner
ОТ	Occupational Therapists
PILIR	Policy and Procedure on Incapacity Leave and III-Health Retirement
PIN	Personal Identification Number

РО	Purchase Order
PPPFA	Preferential Procurement Policy Framework Act, 2000
PRAAD	Policy on Reasonable Accommodation and Assistive Devices
PSL	Personal Support Line
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SACSSP	South African Council of Social Service Profession
SANC	South African Nursing Council
SAQA	South African Qualification Authority
SARS	South African Revenue Services
SASOHN	South African Society of Occupational Health Nurses
SASOM	South African Society of Occupational Medicine
SHERQ	Safety Health Environment Risk and Quality
SLA	Service Level Agreement
SOLVE	Stress Tobacco, Alcohol, HIV & AIDS, Violence, Nutrition, Physical Activity,
	Healthy Sleep and Economic Stress
STI	Sexually Transmitted Infection
ТВ	Tuberculosis
VAT	Value Added Tax
WHO	World Health Organization

(iii) GLOSSARY OF TERMINOLOGY

TERMINOLOGY	DEFINITION
AIDS	Acquired immune deficiency syndrome or acquired
	immunodeficiency syndrome
Awareness session	Shall mean information sharing using different modes
	of communication (online, posters, pamphlets, brief
	face to face interaction)
Case manager	Contact person from the bidder who is accountable and
	supervises all GPG cases
Client Relations Manager	Contact person form the bidder who is accountable for
	the GPG account
Critical Incident Stress Debriefing	On-site counselling that arises out of unforeseen critical
	incidents, emergencies, death, disasters that inflicts
	psychological damage on employees
Education	Shall mean face to face interaction through (workshops
	and trainings etc. that may culminate towards a
	certificate of attendance and/or accredited certificate
	depending on the nature of the training/workshop)
Employee Health and Wellness	Means EHWP services based on the DPSA model and
Program	definition of EHWP
Eligible Persons	GPG employees Including Contract workers, interns,
	fixed term contract & permanent or any immediate
	family member and dependents
End User	All 16 GPG Departments and entities
Fee for service	Fee-for-service (FFS) is a payment model where
	services are unbundled and paid for separately.
	Service provider will be paid based on the number of
	employees that utilised the service per month
GPG	Gauteng Provincial Government
GSP	Gauteng Strategic Plan
НСТ	HIV Counselling and Testing
HIV	Human Immunodeficiency Virus
Immediate Family and dependents	Spouse or co habiting partner including same sex
	relationships:

 A partner in a civil marriage A partner in a customary marriage, or A partner in a relationship in which both partners have cohabited for a period exceeding six (6) months. b) Biological children/stepchildren/legally adopted children, a child through foster care. Children of all ages as defined by the Child Care Act.
 A partner in a relationship in which both partners have cohabited for a period exceeding six (6) months. b) Biological children/stepchildren/legally adopted children, a child through foster care. Children of all ages
have cohabited for a period exceeding six (6) months. b) Biological children/stepchildren/legally adopted children, a child through foster care. Children of all ages
months. b) Biological children/stepchildren/legally adopted children, a child through foster care. Children of all ages
children, a child through foster care. Children of all ages
as defined by the Child Care Act.
c) Mother/stepmother/mother-in-law and legal guardian
d) Father/stepfather/father-in-law and legal guardian
e) Siblings (sister/stepsister and brother/stepbrother)
Manager Incorporate immediate supervisor/ team leader and/or
senior manager
Mandatory Services Compulsory: required by rule, not optional; not to be
modified or disregarded
Minor Shall mean a child below the age of eighteen (18) years
for that may require Face to Face interventions
NSP National Strategic Plan on HIV/AIDS, TB and STI's
Optional Services Used to describe any product or service that is not
included in the base price, but which may be added at
the customer's discretion for an additional cost.
SHERQ Management Safety, Health, Environment, Risk and Quality
Management
STI Sexually Transmitted Infection
The Bidder Preferred bidder for the delivery of this service
The Customer The GPG end users, all GPG departments and entities
listed under scope
Zinakekele EHWP Gauteng Provincial Government Employee Health and
Wellness Programme for all GPG employees, their
immediate families, and dependants

1. INVITATION

Service providers with relevant and appropriate skills and experience are invited to submit proposals for the provision of Employee Health and Wellness (EHW) services to Gauteng Provincial Government (GPG) employees, their immediate family members and dependants over a period of three years.

2. BACKGROUND

The GPG Employee Health and Wellness Programme (EHWP) was initiated in 2004 for GPG employees, their immediate family members, and dependents. The Human Resource Services Transversal EHWP in the Gauteng Office of the Premier has a mandate to coordinate Employee Health and Wellness services for GPG while ensuring efficiency and economies of scale for the province. The GPG EHWP is implemented through a combination model, with inhouse services coordinated by departmental managers and outsourced services through an external service provider. Together the inhouse and the outsourced services are monitored and evaluated through departmental monthly, quarterly, annual utilisation and engagement reports. The current GPG total population of employees is estimated at 184 808. Since inception of the programme, the utilisation of EHWP services have remained at an average of 5% of the population. A total of 37 724 (22.54%) GPG employees were reached through core EHWP services with an average utilisation trend of 4.4% between 2014 - 2017 which is in line with International EAP benchmark of 4% - 5%, but slightly below the Public Sector South Africa fee for service benchmark of 5.6%. Prior to 2017 all outsourced services were based on a per capita model.

Following a rigorous consultation process on pricing service models, a fee for service was deemed as a better suited model for the unique needs of the Gauteng Provincial Government departments since 2017. The utilisation rate recorded for 2017/18 is 2.4% and 4.8% for 2018/19, 4.2% for 2019/20 financial years respectively. The GPG has been without a Transversal EHWP outsourced service provider since 1 August 2021, hence reports for 2021/2022 are not available. Internal psychosocial services were strengthened to support employees as an interim measure, however with limited capacity as the departmental coordinators are also programme managers with administrative duties. The departmental limited capacity was also stretched by COVID-19 which had a huge impact on mental health as a shadow pandemic, vulnerability of employees with comorbid conditions and adjustments to the new normal in the world of work. The rates were deliberated based on a fee for service model to guide costing as per below utilisation of services:

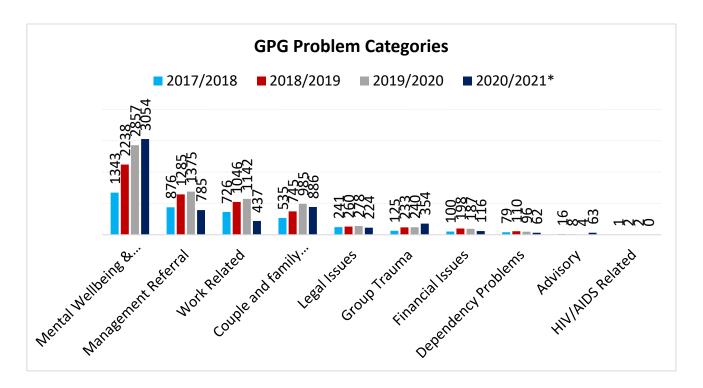
Utilisation rate based on number of sessions:

Service Type (no. of sessions)	2017/2018	2018/2019	2019/2020
Telephone counselling sessions	3,011	5,029	5,182
Face to Face Counselling sessions	5,378	6,125	10,336
Group Trauma Sessions	184	367	417
Total	8,573	11,521	15,935
Growth Rate (%)		34%	38%

Engagement rate based on number of employees reached:

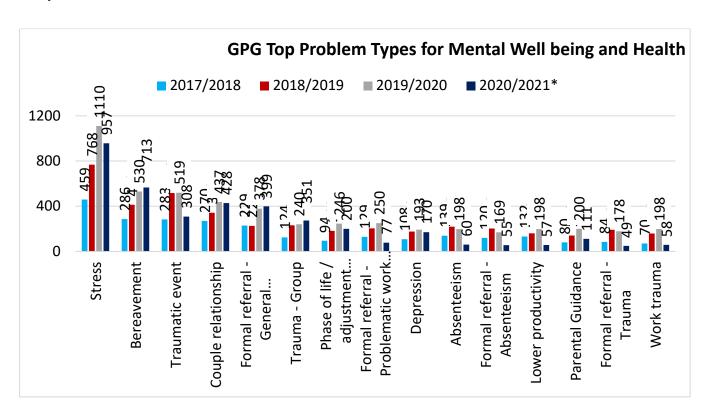
Service Type (no. of employees	2017/2018	2018/2019	2019/2020
reached)			
Wellness utilisation cases opened	4,042	6,125	7,166
Group trauma participants	1,811	3,265	3,486
Wellness awareness participants	360	884	3,189
Total	6,213	10,274	13,841
Growth Rate (%)		65%	35%

Graph 1: GPG Presenting Problem Category



The problem categories in the graph above are further analysed to provide clarity on challenges that GPG employees are experiencing as individuals and at an organisational level.

Graph 2:



The inability to deal with stress impacts on the body and an individual's mental state. It can even over a period, break down one's defences leading to hopelessness, helplessness, a feeling of depression, isolation that will culminate in burn out.

In 2020, the Global Wellness Centre indicated that South Africa came last out of 151 Nations evaluated on obesity, high rate of alcohol consumption, diabetes, blood pressure, low activity levels and happiness measures. According to STATSSA 46% women and 44% men older than 15 years old have hypertension which can increase the rate of heart disease, high blood pressure and death. These statistics suggest that South Africa is an unhealthy Nation while it has the best comparable instruments to manage this phenomenon. The evolution of technology is also a factor among many that is beginning to add onto human stress factors. The public service being part of the South African community is not exempted from these facts.

In responding to the problem profile presented above, the programme must aspire to get people to take responsibility for their own health and wellness through the provision of a proactive, reactive and comprehensive yet flexible Integrated Employee Health and Wellness Programme that focuses on primary, secondary and tertiary level on intervention to assist GPG to systematically address the challenges.

The GPG requires a primary bidder that will provide a total Health and Wellness Programme on a scale of estimated nine thousand two hundred and forty (9 240) employees, their immediate family members and dependants based on previous utilisation trends. The services shall be made accessible to the total (184 808) eligible GPG employees employed by GPG Departments, their immediate family members, and dependents. The tender will be for the duration of three (3) years, based on fee for service model. The service shall be provided through a personal support call centre in all eleven (11) South African languages. The call centre shall have a call back service for GPG employees, their family members, and dependants. GPG has a pre-existing toll-free line 0800611169 that will be migrated to the infrastructure of the successful bidder.

The bidder shall implement the service within the stipulated GPG departments and entities according to the Department of Public Service Administration (DPSA) integrated Health and Wellness strategic framework four functional pillars, namely:

- HIV, TB and STI Management.
- Wellness Management.
- Health and Productivity Management; and
- Safety Health Environment Risk and Quality Management.

The bidder shall ensure that people with disability and their needs are part of service provision as guided by the DPSA, Job Access Strategic Framework on recruitment, employment, and retention of persons with disabilities.

3. GOALS AND OBJECTIVES OF THE PROGRAMMME

The primary goals of the GPG Employee Health and Wellness Programme are to:

- To ensure a healthy, safe, and productive public service workforce.
- To enhance productivity in the public sector for improved service delivery.
- To enhance organizational wellness and staff morale; and
- To Integrate EHWP vision into strategic Annual Performance Plans of the GPG.

These goals will be achieved through the following strategic objectives: -

- Improving employee health and wellness in order to enhance productivity and service delivery.
- Addressing organizational risk factors that impact on employee productivity through reduced absenteeism, substance abuse, non-communicable and occupational diseases.
- Creating a supportive and caring workplace culture within GPG in response to sustainable development goals of reducing the carbon footprint;
- Transforming and growing the EHWP to become a comprehensive service offering in the medium term which includes among others: -
 - Capacity building on health promotion to help change unhealthy behaviors that increase risks and management of non-communicable diseases.
 - o Addressing organizational risk factors that impact on employee wellness.
 - Identifying occupational hazards and risks that might have a negative impact on employees' health, safety and environment.
 - Giving advice, information and support to employees living with HIV and AIDS, STI
 & TB in line with four priority areas of the National Strategic Plan (current plan).

3.1 The successful bidder must strive towards meeting the following specific goals:

- Enhance individual and organizational functioning; promote better work satisfaction and morale.
- Improve the quality of work life through a service that is flexible, accessible, highly responsive and accountable.
- Empower employees to address workplace risks by raising awareness, education and marketing of EHWP services.
- Improve the management of health and productivity.
- Improve the management of HIV/AIDS, TB and STI, in GPG departments and entities to lessen the stigma.
- Improve the management of Safety Health, Environment Risk and Quality to minimize occupational injuries and diseases and promote a culture of health and safety in GPG.

3.2 The successful bidder will deliver the following services as part of the SLA:

3.2.1 Provide access to 24-hour telephone counselling with immediate crisis intervention and/or counselling support, telephone counselling for life management issues and information through professional, experienced counsellors and advisors.

- 3.2.2 Provide access to face to face or virtual counselling sessions (up to six sessions per person per problem).
- 3.2.3 Provide Onsite Critical Incident Stress Debriefing
- 3.3.4 Provide onsite EHWP services upon request by end users.
- 3.3.5 Raise awareness on all four EHWP pillars on identified areas relating to prevention and management of HIV, TB and STI's; HPM, Wellness and SHERQ management guided by the DPSA Strategic Framework.
- 3.3.6 Provide supportive interventions to resolve organisational conflict between colleagues and managers.
- 3.3.7 Provide wholistic services to address mental health, manage and reduce non-communicable diseases such as (Diabetes, Hypertension, Cholesterol, Cancer, Mental disorders etc.), promote a culture of safety and awareness on workplace injuries and occupational diseases
- 3.3.8 Utilise various channels and platforms to market the services in order to increase familiarity and utilisation of the Zinakekele EHWP brand through:
 - 3.3.8.1 The successful bidder to provide a health and wellness link to be hosted on the Zinakekele website that GPG employees can access.
 - 3.3.8.2 Marketing through onsite activations twice a year per institution, focusing on all four DPSA EHW pillars and alignment to National Health Calendar and GPG EHWP calendar as per end user customised plan.
- 3.3.9 Provide overall GPG, departmental engagement and utilisation reports on a monthly, quarterly and annual basis. The bidder shall also provide ad hoc reports upon request by the Transversal EHWP team or any of the GPG departments and entities.

The performance of the successful bidder regarding the above shall be monitored over the period of the contract and repeated non-conformances may lead to re-evaluation of the contract.

4. THE SCOPE

Transversal Employee Health and Wellness in the Office of the Premier is the custodian of the programme and shall manage the master contract on behalf of the GPG departments.

Contract and project management

The service provider will be required to enter into a contract with the Office of the Premier to ensure the fulfilment of all the deliverables of this assignment. The contract will include *inter alia* payment milestone schedule to ensure that payment is linked to specified deliverables. The successful bidder will also be required to appoint a designated Client Relation Manager/project manager who will liaise and consult with the Office of the Premier regarding this assignment. Over and above the master GPG SLA, each department will have to enter an implementation plan with the successful bidder to customise services.

4.1 The Customer

The GPG End Users, All 16 Gauteng Provincial Government Departments and entities:

- 1. Gauteng Office of the Premier;
- 2. Gauteng Department of Education;
- Gauteng Department of Health;
- 4. Gauteng Department of Infrastructure Development;
- 5. Gauteng Department of Social Development;
- 6. Gauteng Department of Community Safety;
- 7. Gauteng Department of Agriculture and Rural Development;
- 8. Gauteng Department of Roads and Transport;
- 9. Gauteng Department of e-Government;
- 10. Gauteng Provincial Treasury;
- 11. Gauteng Department of Human Settlements;
- 12. Gauteng Department Sport, Arts, Culture and Recreation;
- 13. Gauteng Department of Economic Development;
- 14. Gauteng Department of Cooperative Governance and Traditional Affairs; and
- 15. Gauteng Growth and Development Agency
- 16. Gauteng Infrastructure Financing Agency

4.2 Services required

The Gauteng Provincial Government would like to enter into a three (3) year contract from the date of signing the contract in the provision of Employee Health and Wellness core services that include the following:

4.3 Mandatory services

DEFINITION: Compulsory, required by rule, not optional; not to be modified or disregarded.

- 4.3.1 Personal Support Line (PSL): All persons are to have direct, unlimited and confidential access to a live hotline professional phone support 24/7/365 where employees and their immediate family members and dependents can get information, advice, and support on psychosocial, legal and financial matters, injury on duty as well as occupational health and safety related matters, and access to a call back service. The service is to be staffed by a team of fully qualified, trained, registered and experienced professionals including psychologists, social workers, financial experts, as well as legal professionals, who will provide care and support on holistic health and wellness services, conduct initial assessment and make necessary referrals on a 60 second call response. The successful bidder to ensure that the personal support line has a data base tracking for repeaters and first-time users. The bidder shall ensure access to specialists such as psychiatrists, occupational nurses, primary health care nurses, occupational medical practitioners, occupational therapists, occupational hygienists, Environmental Health Practitioners, dieticians, health and safety experts, Bio kineticists, Clinical Psychologists, Social Workers registered with relevant professional bodies etc, are available on call for unprecedent challenges that require specialist advice and support for GPG employees, their immediate family members and dependents when necessary. The bidder to also accommodate people with disabilities and further refer for face to face for those who require sign language. The successful bidder to ensure a system is in place to prompt end users to rate and evaluate the service upon completion of every call. The effectiveness of the system to rate calls will be tested prior to any agreement with the successful bidder.
- **4.3.2** GPG as the employer is outsourcing services for all employees, their immediate family members and dependants, therefore the successful bidder must ensure that the team of professionals as mentioned in 4.3.2.1 also provide services to children guided by child protocols.
- 4.3.3 Face to Face (F2F) or Virtual: A maximum of 6 face to face counselling sessions, refreshed per person per problem. Priority scheduling to promptly address high risk situations, irrespective of race, disability, culture, religion, and gender. However, the employees that prefer Face to Face or virtual rather than telephonic services should be given the option to do so. The bidder shall be flexible in the contract, to provide a suite of services depending on the GPG departmental unique needs

Mandatory EHWP services should address the following constituent components online or face to face, but not be limited to:

- Psychosocial, financial, legal, spiritual support and other emerging trends, post Injuries on duty counselling and occupational disease counselling.
- HIV & AIDS Counselling, support and referrals to appropriate networks.
- Counselling and mental health services for persistent post COVID-19, symptoms to support recovery process and build resilience
- Substance abuse counselling, support and refer appropriately and where a
 manager has referred an employee, the successful bidder should write a report
 to the referring manager for further management without disclosing any
 confidential information.
- Childcare and family support (such as, but not limited to, child protocols, single parenting, pre-retirement planning, caring for the elderly, identifying appropriate care centers /homes pre- and post-natal issues).
- Financial advice such as, but not limited to financial planning, debt management,
 personal financial management and other financial related matters.
- Advise on all legal related matters such as, divorce, child support and maintenance, drawing up off a Will and Testament and other legal matters except labour relations.
- Advise and support on managing relationships personal and work (including but not limited to marriage, divorce, communication, and conflict resolution and all other relationship management related matters).
- Reproductive information (including but not limited to family planning, sex advice, menopause, fertility challenges and other related matters).
- Life skills information and interventions, e.g. (including but not limited to communication, conflict management, self-esteem, anger management, personal and time management, resilience).
- Stress management (both work and personal) career matters, maternity, paternity, harassment, managing others and other stress related matters)
- Trauma management and counselling, e.g. (death and loss of a loved one /miscarriage /abortion, injury on duty, workplace disasters and all trauma related matters.).
- Information advise and support to promote a culture of occupational health and safety in GPG.

- Advice and management of mental health and psychosomatic illnesses aimed at reducing stigma on mental health and psychosomatic illnesses.
- Advise and support to manage lifestyle illnesses and health risk services, successful bidder to enlist services of a dietician for online purposes and to render services during health risk screenings as part of promoting healthy diet and lifestyle.
- Advise on organizational wellness interventions to improve staff morale and productivity such as discrimination, victimization, harassment, workplace violence and bullying, managing work pressure, conflict among colleagues and management in order to reduce occupational stress.
- Provide information, counselling and support to employees who are on long term sick leave and ill-health retirement.
- Counselling and support for re-integration of employees back to the workplace environment (post maternity, ill health, return to work post COVID-19 and other leave of long absence related matters).
- Counselling and support for ill health retirement, incapacity, retirement readiness and other related lifestyle matters.
- Advise and support for managers on how to manage challenging employees and how to refer them to the Zinakekele programme, managing employees who have comorbid conditions and are working remotely
- Advise and support for managers on work life balance, managing workplace demands and other managerial related matters.
- Advise and support to promote physical wellness e.g. (yoga and aerobics, fun walk/run activities in the Gauteng and importance of sleep.
- Support services tailor made for Executive management and advisory services that incorporate all facets of work life balance.
- Capacity building for managers to use the service as well as to identify distressed employees and refer to appropriate resource.

4.3.4 Mental Health primary and secondary care and treatment for GPG employees. Services to cater for referrals of employees struggling with complex mental health challenges requiring care and support of a specialist

- **4.3.5** Critical Incident Stress Debriefing Onsite/Virtual Trauma debriefing services (Debriefing, Defusing, and Demobilization) Should be made available to employees exposed to on the job and personal trauma associated with incidents such as: serious accidental injury or fatality; violence (hold-up, assault, homicide, suicide of a colleague,) or threat of violence; death or serious injury of a co- worker; natural disaster; terrorist activity; contact with sick or seriously injured individuals; or exposure to risk of infection by a deadly disease and all other trauma related matters.
- **4.3.6 Awareness and education Services** on all four pillars of the DPSA EHW Strategic pillars which seeks to improve the working environment and ensure efficient service delivery and productivity through the management of:
- **4.3.6.1 HIV, TB and STI's,** prevention of new infections, advocacy and access to treatment, care and support to improve sustained health and longevity as well addressing the needs of pregnant women in the workplace to reduce mother to child transmission of HIV. Address social and structural drivers of HIV through gender and sexuality dialogues. Promote Human Rights and access to justice mitigating against stigma and discrimination in the work environment and promote the rights of women and people with disability.
- **4.3.6.2 Health and Productivity,** education and promotion of occupational health Injuries and diseases including mental health and disability to reduce the impact of absenteeism due to ill health through Policy and Procedure on Incapacity Leave and III-Health Retirement (PILIR) process in the workplace and the prevention and management of communicable and non-communicable diseases that impact on the quality of life of employees. Awareness on substance abuse, rehabilitation, care and support as well as reintegration and reasonable accommodation following long absences from workplace and incapacity in line with the Policy on Reasonable Accommodation and Assistive Devices (PRAAD) policy.
- **4.3.6.3 Wellness,** awareness and promotion on stress management and building resilience, wholistic mental health at individual psychosocial level inclusive of the emotional, intellectual, spiritual, financial, retirement planning and social wellness to strive towards optimal health and manage the risks of mental illnesses. Awareness and promotion of physical wellness (exercise, recreation, sleep, meditation and relaxation) health assessments and preparation for marathons, blood donation drives etc. Awareness and education on organisational wellness and work life balance (Parenting, relationships, preparation for maternity/paternity child-care and family support, reintegration back to the workplace, absenteeism interventions etc);

- **4.3.6.4 SHERQ** awareness, promotion and prevention of occupational health and safety risks and promote a safety culture, awareness and promotion of ergonomics, lighting, ventilation and sanitation as part of organisational management. Awareness and education on risk assessment and emergency preparedness and evacuation process as part of risk and quality management.
- **4.3.7 Supportive interventions** to reduce workplace incidents, accidents and manage organisational conflict among colleagues and managers and build resilience, through violence in the workplace interventions, resilience programmes, diversity and change management etc.
- **4.3.8 Marketing and communication of the Service** The successful bidder is expected to appropriately segment the audience, develop and implement continuous awareness of the EHWP activities to suit each identified target audience. Moreover, to attract interest, ensure understanding of the programme and encourage all users to utilise the services. The programme already has a refreshed identity, and all creative work must be in line with this identity, the GPG Zinakekele EHWP. The successful bidder to promote campaigns guided by GPG EHW calendar subsuming the Zinakekele key messages, provide marketing activations four times a year per institution for the duration of the contract and as per request by end users as a value add. GPG shall be responsible for the design of the GPG brand for all pillars of the programme i.e., HIV, TB and STI's, Wellness, HPM and SHERQ management. The successful bidder shall present a segmented marketing plan on how services will reach the entire GPG population (184808) based on the following demographics:

GPG Demographics	Total Number	Percentage	
Female	132,428	72%	
Male	52,380	28%	
Total	184808	100%	
Youth (18 – 35 years)	49,657	27%	
Adults (36 + years)	135,151	73%	
Disability rate	4,477	2.24%	

The successful bidder is required to submit a final marketing plan for GPG within a month of securing the tender. The successful bidder shall also support departmental induction sessions to activate the programme and familiarise the programme.

The successful bidder shall endeavour to market the services utilising key messages to influence lifestyle change in alignment with the National Health calendar in relation to:

- DPSA SOLVE (Emotional and Occupational Stress, Substance dependency, Violence, Nutrition, Physical Activity, Healthy Sleep, Economic Stress) guidelines. Awareness and education to minimise mental health risks, manage conflict, plan workload and pressure. Promote work life balance and organisational wellness supportive interventions and parenting for working parents.
- Health promotion campaigns to manage and reduce non-communicable diseases such
 as (Diabetes, Hypertension, Cholesterol, Cancer, Mental disorders etc.), promote a
 culture of safety and awareness on workplace injuries and occupational diseases.
 Absenteeism management campaigns and awareness on PILIR management process.
- Awareness and enhance knowledge on occupational health and safety risks and factors that contribute to occupational stressors, risk and quality management in the workplace environment such as occupational hygiene, management of COVID-19.
- HIV/AIDS, TB & STI awareness, treatment, care and support to increase knowledge, prevention and issues of stigma surrounding HIV to promote human rights and dignity in the workplace in line with the National Strategic Plan (NSP) current plan.

The majority of GPG employees in schools, health facilities etc, do not have access to electronic tools of trade such as employer emails, therefore the bidder must demonstrate an innovative strategy to market services to all GPG employees, incorporating social media and other channels of communicating key messages of a caring government about the health, safety and wellness of all GPG employees, their family members and dependants.

GPG reserves the right to sign off on all marketing material, the successful bidder shall provide samples of all marketing items for approval prior to mass reproduction of every item. The bidder must ensure that all marketing items always bears solely, the GPG brand and not that of the said bidder. The bidder is required to submit a draft marketing plan on submission of proposal for the tender.

The successful bidder shall provide articles on health and wellness for the Zinakekele GPG website for the duration of the contract, provide monthly desk drops and articles on topical GPG presenting problem profile and other proactive comprehensive services in the field of EHWP. The website to have a capacity to monitor and evaluate hits, articles reviewed and provide a utilisation report.

Monitoring, Evaluation and Reporting - A Service Level Agreement with the successful bidder will also monitor performance over and above service obligations

4.3.10 The bidder will be monitored and evaluated utilising the results-based management approach on five key elements to determine return on investment and SLA obligations:

"	nputs	Resources	Finance	
		1.00041.000	Staff	
			Equipment	
Project level P	Processes/Activities	Activities		
Project level	Tocesses/Activities	Activities	_	
			services	
	Outputs	Services	No. of employees	
			Utilising services	
			No. of Trauma	
			Debriefing	
			No. of Marketing	
			initiatives	
			No. of employees	
			reached through	
			awareness sessions	
C	Outcomes	Intermediate	% of Departments	
			with implemented	
			policies on EHWP	
			% of employees	
			referred for Health	
			assessments and	
			management	
			lifestyle illnesses	
Ir	mpact	Long term	Reduction in	
			absenteeism	
le ve			Increased Staff	
_ Fe			morale	
Population Level			Culture of	
n la			Occupational Health	
Роб			and Safety	

Reporting – the successful bidder shall provide overall GPG business intelligence reports, departmental utilisation and engagement reports on a monthly, quarterly and annual reports highlighting departmental, GPG trends and organisational risks with detailed recommendations and appropriate mitigating interventions. All reporting templates must be aligned to International EAPA standards and other standards for generation of Business Intelligence reports. Detailed monthly invoices containing cost breakdown, VAT inclusive on an excel spreadsheet and data captured per service rendered to accompany the monthly report. All users of the service to be guided to a feedback loop to evaluate services rendered for all service points e.g customer satisfaction survey.

The bidder shall also provide ad hoc reports upon request by the Transversal EHWP team or any of the end users. All services shall be implemented based on relevant protocols to uphold standards of practice and quality of services.

All monthly, quarterly, ad hoc and annual reports must be submitted electronically to the end user. The successful bidder shall transfer all GPG data upon expiry of the contract. The GPG shall retain the Zinakekele EHWP toll free number of **0800611169** upon expiry of the contract.

4.4 Specific requirements

4.4.1 Qualifications and Experience required

- The company must have a minimum of (5) years of experience in rendering Employee Health and Wellness services for organisations.
- Bidders to provide a minimum of (5) award letters or (3) Purchase Orders for various contracts in the public sector with corresponding reference letters signed on company letterhead with contactable references from previous clients.
- The company must provide evidence that they have adequately qualified affiliates to render the required services (Social Workers, Psychologists and registered counsellors) All professionals to be registered with relevant professional bodies (HPCSA and SACSSP), and attach evidence of database.
- A pool of financial advisors affiliated with companies registered with the Financial Services Conduct Authority (FSCA).
- Legal advisors admitted as Advocate or Lawyer, attach proof of registration certificate from the High Court.

Roles	Qualifications	Experience	
Social Workers	Degree in Social Work Registered with	5 years' minimum appropriate	
	the SACSSP	experience	
Psychologists	Degree in Counselling/Clinical/Industrial	5 years' minimum appropriate	
	Registered with HPCSA	experience	
Registered Counsellors	Diploma in Counselling Registered with	5 years' minimum appropriate	
	HPCSA or SACSSP	experience	
Legal Advisors	B Proc/LLB Degree and registration with	5 years' minimum appropriate	
	the Legal Practice Council	experience	
Financial Advisors	Degree/Advanced National Certificate in	5 years' minimum appropriate	
	financial management and proof of	experience	
	accreditation with a relevant professional		
	body Financial Services Conduct		
	Authority (FSCA)		
Client Relations	Degree qualification in Social Sciences or	5 years' minimum appropriate	
Manager	Psychology or Public Relations or	experience	
	Communications or Project Management		

5. SUMMARY TENDER PRICE

Summary tender pricing for this assignment should adhere to the pricing schedule provided in **Appendix 1.**

The proposed costing of this programme is based on fee for service model. Each department will be responsible for payment of services based on the number of employees that utilises the service.

Payments will be based on service line items (including VAT) based on fee for service model. However, in order to allow for comparative evaluation, the proposals must include detailed tasks to be carried out and the unit cost per line item.

6. GENERAL CONDITIONS

6.1 The RFP Pack

General conditions are stipulated in the various documents which make up the RFP Pack, which should be completed as required.

The end-user: To ensure that the service supplied is of the required quality and that any non-conformances (even if only suspected) are reported to the Gauteng Provincial Treasury transversal supply chain unit.

7. APPLICABLE DOCUMENTS REQUIRED

Bidder's Affiliation with International Professional Bodies

Employee Assistance Programme Association.

Other References

Evidence of affiliation of all professionals with the following councils or professional bodies, only annual/current proof of registration will be considered:

- Health Professionals Council of South Africa (HPCSA);
- South African Council for Social Service Professions (SACSSP);
- Legal Practice Council
- Financial Services Conduct Authority
- South Africa Nursing Council
- South African Institute of Occupational Hygiene
- South African Institute of Occupational Safety and Health

8. PRICING STRUCTURE

Pricing should be provided as per attached Appendix 1.

MANDATORY SERVICES
Unlimited Personal support line for psychosocial, legal, childcare, and financial advice
and support
Unlimited face to face/virtual counselling – six counselling sessions per person per
problem
Onsite/Virtual Trauma Debriefing services, with provision of diffusion when the need
arise or upon request
Raise awareness and education on all four EHWP pillars on identified areas relating
to prevention and management of HIV, TB and STI's; Health and Productivity,
Wellness and SHERQ Management guided by the DPSA Strategic Framework
outlined in section 4.3.6
Marketing of the Service through:
8.5.1 Content write up and articles for the Service Provider link on the Zinakekele
website reaching (184808) GPG employees. The bidder to provide a link to be hosted
on the Zinakekele website.
8.5.2 Marketing through onsite or virtual activations four times a year per institution
appropriately segmenting GPG target audience, focusing on all four DPSA EHW
pillars and alignment to National Health Calendar and GPG EHWP calendar as per
end user customised plan
Reporting, monitoring and Evaluation, incorporating a feedback loop for all end users
to evaluate the service
8.6.1 Provide overall GPG, departmental utilisation and engagement reports on a
monthly, quarterly and annual reports. The bidder shall also provide ad hoc reports
upon request by the Transversal EHWP team or any of the GPG departments.

GPG reserves the right to negotiate the terms and conditions of the contract including price with the successful bidder in accordance with the PPPFA.

9. EVALUATION METHODOLOGY

There are two stages of evaluation in the process, and they entail the following:

- Stage 1: Sub-contracting as a condition of the tender, Administrative Compliance and Functionality Criteria; and
- Stage 2: Price and BBBEE evaluation in compliance with PPPFA.

A. Sub-contracting as a condition of the tender:

It is estimated that the contract value over a period of three (3) years will exceed an amount of R50 million (VAT included), therefore the Gauteng Provincial Government has decided to apply subcontracting as a condition for this tender, this is aimed at advancing designated groups. For the purposes of this bid, GPG will apply Preferential Procurement Regulation 9. The successful bidder must sub-contract a minimum of 30% of the value of the contract to either one or more of the categories of designated groups listed below:

- a) An EME or QSE;
- b) an EME or QSE which is at least 51% owned by black people;
- c) an EME or QSE which is at least 51% owned by black people who are youth;
- d) an EME or QSE which is at least 51% owned by black people who are women;
- e) an EME or QSE which is at least 51% owned by black people with disabilities;
- f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- g) a cooperative which is at least 51% owned by black people; and/or
- h) an EME or QSE which is at least 51% owned by black people who are military veterans.

A tenderer that fails to meet this sub-contracting condition as stipulated above, is an unacceptable tender and shall not be evaluated further. The OOP will provide the list of all suppliers registered on the Central Supplier Database linked to the provision of the Employee Health and Wellness Programme, from which the main contractor must select a possible sub-contractor/s. It should be noted that the main contractor will be responsible for carrying out due diligence on their sub-contractor. The tender will be evaluated as a single tender with the sub-contracting agreement.

Mandatory Documents Required for Sub-contracting as a condition of the tender

Without limiting the generality of the GPG's other critical requirements for this bid, bidders must submit the documents listed in Table 1 below. Where applicable, all documents must be completed on the company's official letterhead and signed by the duly authorised representative of the prospective bidder(s). During this phase, Bidder's responses will be evaluated based on supporting evidence submitted:

TABLE 1: Documents that must be submitted for sub-contracting condition of the tender:

CATEGORY OF DESIGNATED GROUP	DOCUMENTS REQUIRED	BRIEF DESCRIPTION						
The certified cop	The certified copies of the ID and the qualification (or any required certified copy) be not older than six (6) months And not a copy of a certified copy							
EMEs and QSEs that are at least 100% or 51% Black Owned.	An original and valid sworn affidavit. Copies or certified copies of a sworn affidavit will not be accepted.	It confirms the annual total revenue for EME or QSE, Level of Black Ownership and Level BBBEE Status Contributor. A template of an affidavit can be downloaded using the following link: https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-EME-Gen.pdf https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-QSE-Gen.pdf Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972. A sworn must be in original format, signed and date-stamped by commissioner of oath and signed by deponent.						
Main bidder/contractor	Formal Sub-contracting agreement	The OOP fully support the Government's efforts of transformation and empowerment objectives and when contemplating sub-contracting, bidders are requested to give preference to Exempted Micro Enterprises, Qualifying Small Enterprises and companies owned by designated groups.						

 An EME or QSE which is at least 51% owned by black people; An EME or QSE which is at least 51% owned by black people who are youth; An EME or QSE which is at least 51% owned by black people who are women; 	 Share Certificates/Company Registration Documents including the Shareholders ID Copies of shareholders Sworn Affidavits 	In terms of Section 9 of these ToR, a bidder complying with the sub-contracting condition must submit a valid formal sub-contracting agreement entered into by the main bidder and the sub-contractor/s. The formal sub-contracting agreement must be signed by all parties to the agreement. A minimum of 30% must be subcontracted to a qualifying enterprise/s in terms of the sub-contracting condition of the tender. The Sub-contracting agreement between the parties must clearly state the percentage split of business and the associated responsibilities/deliverables of each party. These documents will be used to evaluate and verify the ownership details of sub-contractors
 An EME or QSE which is at least 51% owned by black people with disabilities; 	Practitioner registered in terms of the Health Professional Council of South Africa.	In order to evaluate the ownership by people with disability, Bidders are required to submit a letter from a Medical Practitioner registered with the Health Professions Council of South Africa stating the nature of the disability. The said letter must be on official letterhead, must include the Medical Practice Number, Stamped and Signed.
 An EME or QSE which is 51% owned by black people living in rural or underdeveloped 	 Municipal Services Account/ Valid Lease Agreement signed by both parties Share Certificates/Company 	Bidders should submit proof of residence of the company's owner, in the form of a copy of the current Municipal Services Account or the statement of any account with the address and name of the bidder's shareholders. A valid original affidavit confirming the physical address of the bidder's shareholders will also be accepted. Share Certificate/Company Registration Documents with the list of all

areas or townships;	Registration Documents including the Shareholders ID Copies of shareholders Sworn Affidavits	shareholders to cross-reference against the municipal account must be submitted as well.
 An EME or QSE which is at least 51% owned by black people who are military veterans. 	Happy Letter	Bidders should submit a stamped 'happy letter' on the departmental letterhead and signed, it must be issued by the Department of Military Veterans confirming that shareholders of the bidder are on the database of Military Veterans.
 A cooperative which is at least 51% owned by black people; and/or 	Cooperative Registration Documents	Bidders should submit certified copies of Cooperative Registration Documents, indicating the structure of ownership by Black people.

The certified copies of the ID and the qualification (or any required certified copy) be not older than six (6) months

And not a copy of a certified copy

Without limiting the generality of the GPG's other critical requirements for this bid, bidders must submit the documents listed in Table 2 below, all documents must be completed on the company's official letterhead and signed by the duly authorised representative of the prospective bidder(s). Failure to submit the above-stated documents will lead to the bidders being non-responsive and will be disqualified.

Table 2: Mandatory documents for Administrative Evaluation Compliance,

Documents that must be submitted		Failure to submit below listed documents will lead to the bidder being disqualified.			
Invitation to bid – SBD 1	YES	Complete and sign the supplied form/document			
SBD 3.1 or SBD 3.2	YES	Complete and sign the supplied form/document			
Declaration of interest – SBD 4	YES	Complete and sign the supplied form/document			
Pricing Schedule	YES	Submit full details of the pricing proposal using the provided template of pricing schedule.			
JV or a consortium agreement	YES	Bidders who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such bidders must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.			

Failure to submit the above-stated documents will lead to the bidder being non-responsive and will be disqualified.

Table 3: Other required documents

Documents that must be	Failu	re to submit below listed documents will not lead to the				
submitted	bidde	er being disqualified.				
Consolidated BBBEE	No	A trust, consortium or joint venture (including				
Certificates.		unincorporated consortia and joint ventures) must submit				
		a consolidated BBBEE status level verification certificate.				
		Note: Failure to submit a valid and original consolidated				
		B-BBEE Certificate for the JV or a certified copy thereof				
		at the closing date of this bid, will result in a score of zero				
		being allocated for B-BBEE Points.				
Company Registration	NO	Certificates obtainable from Companies and Intellectual				
Documents		Property Commission (CIPC);				
Personal Identification number	NO	This information will be used to verify the tax compliance				
(PIN) obtainable from SARS		status of bidders.				
Registration on Central	NO	The bidder must be registered as a service provider on				
Supplier Database (CSD)		the Central Supplier Database (CSD). If the bidder is not				
		registered, proceed to complete the registration prior to				
		submitting your proposal. Visit https://secure.csd.gov.za/				
		to obtain the Supplier Number.				
		Submit proof of registration.				
Preference Point Claim Form –	NO	Non-submission will lead to a zero (0) score on BBBEE				
SBD 6.1						
BBBEE Certificate issued by a	NO	Companies that are not EMEs or QSEs. Generic QSEs				
South African National		that are not at least 100% or 51% Black-owned.				
Accredited System Verification						
Agency						

B. Technical Requirements

I. STAGE 1B: FUNCTIONAL EVALUATION

The proposals will be evaluated according to points allocated against the following criteria, to a maximum of 100 points. The minimum qualifying score in terms of functionality evaluation is 50 points out of possible 70 points allocated; bidders who fail to achieve these minimum points will not be evaluated further in terms Site Visits. The minimum qualifying score in terms of site visits is 20 points out of possible 30 points allocated, bidders that fail to meet a minimum of 20 points out of 30 will not be evaluated further in terms of price and BBBEE Status Level. For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g., details of relevant previous work undertaken, letters from previous/current clients, etc.). There will be a site visit for shortlisted bidders.

Bidders are requested to include with the tender documents all the information requested below:

Functionality evaluation will be based on the following criteria:

			Points	
#	Criterion	Comment	Allocated	Total Points
	The cert	x (6) months		
	Business	1.1 A list of qualified affiliate network across South Africa within the stipulated professions to cover all the GPG designated regions (Social Workers,		
	efficiency	Psychologists, Registered counsellors, Financial and Legal Advisors) registered		
1		with relevant professional bodies and attach proof of database. In addition,		
		attach a list of affiliate profiles indicating the job title, nature of work and duration		
		to demonstrate minimum five (5) years' experience in the field, and certified		
		copies of relevant qualifications.		34
		Database of all affiliates across South Africa within the stipulated professions to		
		cover all the GPG designated regions as stipulated in the range below	6	
		Database not attached	0	
		1.2 A list of qualified affiliates with valid and proof of current registration with the		
		relevant Professional bodies and attach a list of affiliate profiles matching the		
		data base indicating the job title, nature of work and duration to demonstrate		
		minimum five (5) years' experience in the field. In addition, attach the relevant		
		certified copies of qualification as listed in the table below.		

	Clinicians (Personnel) Requirements:			
	33 and above Clinicians (Personnel)			
	(15 Social Workers, 5 Psychologists, 5 Registered counsellors and	5 Financial		
	and 3 Legal Advisors)		16	
	28 - 32 Clinicians (Personnel)			
	(14 Social Workers, 4 Psychologists, 4 Registered counsellors 4 Fi	inancial and		
	2 Legal Advisors)		12	
	23 - 27 Clinicians (Personnel)			
	(13 Social Workers, 3 Psychologist, 3 Registered counsellors	2 Financial		
	Advisor, 2 Legal Advisor)		8	
	0 - 22 Clinicians, no points will be allocated		0	
	Failure to provide the database with stipulated required number of clinic	ians will not		
	score any points			
	Clinical Case Managers requirements:			
	Clinical Social Workers, Psychologists			
	7 and above Clinical Case Managers		8	
	3 - 6 Clinical Case Managers		4	
	0 - 2 Clinical Case Managers		0	
	Minimum qualifications and experience requirement listed b	elow:		
Social Workers	Social Workers Degree in Social Work Registered with the SACSSP 5 years' minimum		num appropriat	e experience
Psychologists	Degree in Counselling/Clinical/Industrial	5 years' minin	num appropriat	e experience
	Registered with HPCSA			

Registered Counsellors	Diploma in Counselling Registered with HPCSA and SACSSP	5 years' minimum appropriate experience
Legal Advisors	B Proc/LLB Degree and registration with the Legal Practice	5 years' minimum appropriate experience
	Council	
	Legal advisors admitted as Advocate or Lawyer, attach proof of	
	registration certificate from the High Court.	
Financial Advisors	Degree/Advanced National Certificate in financial management	5 years' minimum appropriate experience
	and proof of accreditation with a relevant professional body	
	Financial Services Conduct Authority (FSCA)	

Please note: Failure to attach a data base of affiliate profiles, proof of current registration with professional bodies, certified copies of relevant qualifications will result in no points being allocated. Failure to achieve the minimum range stipulated will result in no points being allocated.

		1.3 Personnel documentation/skills/experience/competence of Client Relations		
		Manager (CRM)		
		Provide detailed CV indicating the job title, nature of project undertaken, or services		
		rendered and duration to demonstrate 5 years minimum experience		
		Degree qualification in Social Sciences or Psychology or Public Relations or		
		Communications or Project Management, failure to provide certified copies of required		
		qualifications will lead to Zero points allocated		
		5 years' and more of experience as CRM in EHWP	4	
		below 5 years' experience as CRM in EHWP		
			0	
	Disaster recovery			
2	and Backup plan	2.1 Disaster recovery plan and a backup system in the case of emergencies		5

		Evidence of disaster recovery plan with turnaround times to demonstrate]
		recovery and connectivity onsite within an hour of a disaster addressing		
		anticipated disasters in Gauteng Provincial Government and a communication		
		plan for customers	5	
		Evidence of disaster recovery plan with no turnaround time and a communication		
		plan	3	
		No disaster recovery plan with all the above elements provided	0	
	Quality Control	3.1 The bidder to provide evidence of training guide for affiliates specifying		
3	and Reporting	training on how to conduct:	5	9
		Intake and Assessment Tools	1	
		- Short term counselling	2	
		- Trauma debriefing	2	
		No training guide provided	0	
		Failure to provide training guide with all required items listed above will lead to		
		zero points allocated		
		3.2 Evidence of reporting samples for monthly, quarterly, and annual as well as		
		an ad hoc report (Based on EAPA Standards for reporting tool or Business		
	Reporting	Intelligence reporting samples)	4	
		- Monthly reports	1	
		- Quarterly reports	1	
		- Annual reports	1	
		- Ad hoc reports	1	
		- No information provided	0	
	1	1		<u> </u>

	Marketing and	4.1 Detailed project plan with milestones of deliverables (provide a guide on what will be implemented to communicate and market the services in the 1 ^{st,} 2 nd and 3 rd year of the project, this plan to include client relations management and		
4.	Communication	customization based on unique departmental needs)	5	5
		Detailed project plan with time frames on how communication and marketing of		
		the project will be implemented for 3 years	5	
		- No project plan provided	0	
5	Protocols	5.1 Evidence of protocols for affiliates for the management of the following:	7	12
			1	
		Managers guide on how to identify and refer employees with challenges		
		- Children protocol for counselling	1	
		Short term counselling	1	
		Substance abuse referral and aftercare management	1	
		- Management of disclosure	1	
		Long term ill health after care or re-integration into the workplace	1	
		- Critical Stress Debriefing Incidents management	1	
		- No protocols provided	0	
		5.2 Detailed customer complaints procedure or protocol highlighting how the		
		complaint will be handled and provide turnaround times		
		Customer complaints procedure or protocol with turnaround times	5	
		No information provided	0	

		6.1 Proof of similar work done by the organization in the previous five (5) years				
		should be attached (Include a reference letter showing work done in the previous				
	Company	5 years or Purchase Orders on referee letterhead that corresponds with the initial				
6	Experience	letter of award and include contact person and contact number)		5		
		5 and more award letters and corresponding Reference letters on a company				
		letterhead or purchase orders and include contact person and contact numbers	5			
		4 award letters and correspond ding Reference Letters on a company letterhead				
		or purchase orders and include contact person and contact numbers	3			
		3 award letters and corresponding Reference Letters on a company letterhead				
		and or purchase orders and include contact person and contact numbers	1			
		2 and below award letters and corresponding Reference Letters on a company				
		letterhead or purchase orders and include contact person and contact numbers	0			
	The certified copies of the qualification (or any required certified copy) be not older than six (6) months And not a copy of a certified copy					
T	otal Points: Function	nality Evaluation Criteria	70			

A bidder that scores less than 50 points out of 70 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Minimum Threshold: Functionality Evaluation Criteria

50

II. STAGE 1C: Site Visits

Table: 3

Criterion		Comments		Maximum
				Points
1.	Technical Resources	Evidence of live Call center / contact center:		
		A live Call Centre Connectivity 24/7/365 days of the		
		year		
		Evidence of a live demonstration on a website for	3	
		incoming calls and call center script	3	
		Live demonstration of how utilization reports are	3	7
		collated	3	,
		Roster schedule of affiliates who attend to calls	1	
		24/7/365 days of the year	'	
		No evidence of connectivity for a 24/7/365 days of	_	
		operation & of functional systems.	0	
2.		Customer service, Quality, and procedures		23
		- Records of customer complaints handling	2	
		procedure		
		- Resolution system	2	6
		- Client satisfaction survey report	2	
		No records or report provided	0	
		- Proof of automated call recording of escalated	2	
		Complaints stored in the cloud		
		- Proof of automated resolutions to complaints	2	4
		stored in the cloud		
		No automated recording provided	0	
		Proof of reporting system:		
		- Call volumes received	1	
		- answered	1	5
		abandoned per interval	1	
		including call handling turnaround times	2	
		No reporting system provided	0	

	Quality Assurance process and procedures:		
	Proof of quality assurance processes	2	
	redress procedures for review of calls	2	5
	complaints that were attended to by affiliates	1	
	No quality assurance processes and procedures	0	
	provided		
	Evidence of call center job Scheduling: Evidence of a		
	Live demonstration.		
	Schedule adherence	1	
	Call resolution	1	
	Call abandonment	1	3
	No evidence of call center job scheduling: evidence	0	
	of a live demonstration		
	Bidders needs to demonstrate how job scheduling is		
	handled and provide evidence of a resolved case and		
	an abandoned call how it is recorded on the system.		
Total Points for Site Visit Evaluation Criteria			30
Minimum Threshold: Site Visit Evaluation Criteria			20

A bidder that scores less than 20 points out of 30 in respect of site visits will be regarded as non-responsive and will be disqualified.

III. Stage 2: Price

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of a (90/10) preference point system in terms of which points are awarded to bidders based on:

Area	Points
Price	90
BBBEE	10
TOTAL	100

The following table will be used to calculate the score out of 10 points for BBBEE:

B-BBEE Status Level of Contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

The Office of the Premier reserves the right to accept or reject any proposal or parts thereof in accordance with PPPR of 2017. The Office of the Premier further reserves the right not to appoint any of the service providers who submitted tender proposals.

In order to allocate the points above, the bidder must submit proof of its B-BBEE Status level of contributor issued by a BBBEE Verification Agency accredited by SANAS. EMEs and QSEs that are 51% owned by Black People should submit Sworn Affidavits or Certificates issued by DTI.

10. PROPOSAL SUBMISSIONS

The service provider must submit one compulsory original proposal in a hard copy and may also submit one soft copy in a sealed envelope marked "The provision of Employee Health and Wellness services to Gauteng Provincial Government (GPG) Departments and entities"

11. NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (on-line, Microsoft Teams) for this tender will be held (7 days from the date of advertisement) from 10h00 to 12h00. Microsoft Link will be provided.

a. Bid Proposals/ Tenders Submission

All bids/tenders must be deposited in the Tender Box at the following address: Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg. Bids/tenders must be deposited in the Tender Box on or before the closing date and time. Bids submitted after the closing date and time will not be accepted. **Bids/tenders submitted by email and/or facsimile will not be accepted**.

Enquiries

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to Mr James Litchfield: wilson.modau@gauteng.gov,za - **Tel:** 011 689 6142 **Technical/Content enquiries:** Content-related enquiries should be directed to: Ms Menze Menyezwa menze.menyezwa@gauteng.gov.za - **Cell:** 076 447 7973 **Tel:** 011 355 6009 and Ms Margaret Mashiane margaret.mashiane@gauteng.gov.za - **Cell:** 076 4480 088



Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS I	O BE COMPLETED BY R	REGISTERED SUPP	LIERS <u>ONLY</u>
PLEASE NOTE:			
SUPPLIERS ARE REQUI	RED TO PROVIDE THEIR REGIST	TERED CENTRAL SUPPLII	ER DATABASE (CSD)
0860 011 000.	r supplier number and/or any as	•	GPT Call Centre on
Registered Suppliers to	ensure that all details complete	ed below are CURRENT.	
	MANDATORY SUP	PLIER DETAILS	
GPT Supplier number			
Company name (Legal	& Trade as)		
Company registration	No.		
Tax Number			
VAT number (If application	able)		
COIDA certificate No.			
UIF reference No.			
Stre	eet Address	Posta	I Address
	CONTACT I	DETAILS	
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
	BANKING DETAILS (in the)
Bank Name		Branch Code	
Account Number		Type of Account	
I HER	EBY CERTIFY THAT THIS II		RRECT.
	Name(s) & Signature((s) of Bidder(s)	

Filename: RFP8.1GPT Revision: 6 Release Date: 01/07/2020

DATE:



Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder <u>must</u> be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

2.1	Is the bidder a resident of the Republic of South Africa (RSA)?	YES	NO	
2.2	Does the bidder have a branch in RSA?	YES	NO	
2.3	Does the bidder have a permanent establishment in the RSA?	YES	NO	
2.4	Does the bidder have any source of income in the RSA?	YES	NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.

Filename: RFP09GPT (SBD 2) Revision: 08 Release Date: 12/09/2019



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Filename: RFP09.1GPT Revision: 03 Release Date: 11/07/2017

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

- the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a
 provisional payment or anti-dumping or countervailing right is
 increased in respect of any dumped or subsidized import, the State is
 not liable for any amount so required or imposed, or for the amount of
 any such increase. When, after the said date, such a provisional
 payment is no longer required or any such anti-dumping or
 countervailing right is abolished, or where the amount of such
 provisional payment or any such right is reduced, any such favourable
 difference shall on demand be paid forthwith by the contractor to the
 State or the State may deduct such amounts from moneys (if any)
 which may otherwise be due to the contractor in regard to supplies or
 services which he delivered or rendered, or is to deliver or render in
 terms of the contract or any other contract or any other amount which
 may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National 33.1 Industrial Participation (NIP) Programme
 - The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

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

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

SECTION 1 - ISSUE DATE: 23/09/2022

Js General Conditions of Contract (revised July 2010)