



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA

## BID DOCUMENT

### Appointment of a Service Provider for the provision of the Employee Health and Wellness services for a period of five (5) years

**BID NUMBER:** PO 2025/26:009  
**CLOSING DATE:** 30 June 2025  
**TIME:** 11H00 AM  
**VALIDITY PERIOD:** 120 days

#### COMPULSORY BRIEFING SESSION:

**DATE:** 17 June 2025  
**TIME:** 11H00 AM  
**VENUE:** Microsoft Teams

(click on the link below to access the session)

[Join the meeting now](#)

Meeting ID: 366 696 923 278 7

Passcode: bh9hJ7xA

Kindly take note of the following attached documentations:

#### Section 1: Standard Bidding Documents

#### Section 2: Special Conditions (Specification /Terms of Reference)

#### Section 3: General Conditions

Standard Bidding Documents (SBD) forms MUST be completed in full, in black ink (whether hand written or typed). Any changes on the SBD form must be countersigned by the bidder. The use of Tippex or any similar material is not permitted.

Bidders must submit the original bid document and completed SBD forms. In addition, bidders must submit two additional copies of the bid document, (that is, one hard copy (photocopy) and one soft copy in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. All three bid documents must be submitted in a sealed envelope.

## SBD 1

PART A  
INVITATION TO BID

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRSIDENCY

BID NUMBER:	PO 2025/26:009	CLOSING DATE:	30 June 2025	CLOSING TIME:	11H00am
DESCRIPTION	Appointment of a Service Provider for the provision of the Employee Health and Wellness services for a period of five (5) years				

## BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Union Buildings

Government Avenue

Pretoria

Arcadia

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	SCM: Acquisition Office	CONTACT PERSON	Ms. Mumsy Maake
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:Tenders@presidency.gov.za">Tenders@presidency.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Mumsym@presidency.gov.za">Mumsym@presidency.gov.za</a>

## TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

## SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

### SBD 3.3

#### **PRICING SCHEDULE** (Professional Services)

<b>NAME OF BIDDER:</b> .....	<b>BID NO.:</b> PO 2025/26:009
<b>CLOSING TIME</b> 11:00am	<b>CLOSING DATE:</b> 30 June 2025

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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#### **i. Core Service**

All quotes must be VAT inclusive and bidders must provide an indication of how they will manage the billing process, to ensure that invoices are submitted timeously.

No.	Services	Quantity	Item Pricing Year 1 (VAT included)	Item Pricing Year 2 (VAT included)	Item Pricing Year 3 (VAT included)	Item Pricing Year 4 (VAT included)	Item Pricing Year 5 (VAT included)
<b>A.</b>	<b>Wellness Management</b>						
A1	Provision of a multi-lingual, 24 hour call centre (Toll-free service, including “please call me” or WhatsApp number and/or online communication system for life management/Preventative services (stress management; relationship issues, parental guidance, alcohol and substance abuse; marriage enrichment; personal financial management; preparation for retirement) support.	Per employee per month					
A2	Provide face to face counselling offsite & referral to external service providers.	Per employee/d ependant/s up to a maximum of six (6) sessions					
A3	Provide face to face/ walk-ins on-site counselling	Per hour (3					

No.	Services	Quantity	Item Pricing Year 1 (VAT included)	Item Pricing Year 2 (VAT included)	Item Pricing Year 3 (VAT included)	Item Pricing Year 4 (VAT included)	Item Pricing Year 5 (VAT included)
.	<i>(Please Note: Dedicated Therapist to be allocated for walk-ins, once per week-09h00 to 12h00 for the Pretoria Office &amp; once per month for Cape Town)</i>	hours per day)					
A4	To Facilitate critical incident stress debriefing/trauma management within 24 hours	Per employee per month					
A5	To Provide supervisors/line managers consultations/training/coaching/awareness sessions	Per employee per month					
A6	To provide health and wellness educational articles	Per month					
A7	To conduct EHW orientation and induction services for all the offices	Within 2 months after Service Level Agreement signing.					
A8	To conduct door to door office marketing campaign of EHW services.	Quarterly					

ii. **Non-Core Services**

No.	Services	Quantity	Year 1 (VAT included)	Year 2 (VAT included)	Year 3 (VAT included)	Year 4 (VAT included)	Year 5 (VAT included)
<b>A.</b>	<b>Wellness Management continue.....</b>	-	-	-	-	-	-
A9.	To facilitate health and wellness related training interventions and awareness sessions	Per hour					
A10.	To provide Senior Management Staff (SMS) members on salary level 13 and above care services, which comprise of physical and lifestyle assessment programme, (As and when required).	60 Senior Management Staff (SMS)					

No.	Services	Quantity	Year 1 (VAT included)	Year 2 (VAT included)	Year 3 (VAT included)	Year 4 (VAT included)	Year 5 (VAT included)
A11.	To provide valid and accredited sporting coaches to coach the departmental tennis, soccer, aerobics, netball, athletics, swimming and chess clubs.	Per hour per coach					
A12.	To provide valid and accredited fitness and instructors for the Presidency equipped gym who can also administer baseline fitness & body matrix evaluation, as and when necessary	Per hour per instructor					
A13.	<b>To provide health and wellness days services:</b>	-	-	-	-	-	-
A13.1	To provide a Programme Director/ and/or Facilitator	Per hour per programme director/facilitator					
A13.2	To provide a Guest Speaker/s	Per hour per guest speaker					
A13.3	To provide recreational & wellness game activities such as rope course, puzzle challenge, problem solving games, painting, amazing race, sack race etcetera.	Per day					
A13.4	To provide recreational & wellness game activities instructors to facilitate rope course, puzzle challenge, problem solving games, painting, amazing race, sack race etcetera activities.	Per day					
<b>B.</b>	<b>HIV/ADS,STI &amp; TB Management</b>	1x consolidated report					
	To conduct HIV counseling, testing, & TB screening & provide a report	Per employee					
<b>C.</b>	<b>Health &amp; Productivity management</b>	-	-	-	-	-	-
C1.	<b>To conduct disease profiling:</b>	1x consolidated report					
C1.1	Blood pressure, blood sugar & cholesterol, blood glucose, body mass index, and lifestyle).	Per employee					

No.	Services	Quantity	Year 1 (VAT included)	Year 2 (VAT included)	Year 3 (VAT included)	Year 4 (VAT included)	Year 5 (VAT included)
C1.2.	To conduct hearing screening	Hearing test per person					
C1.3.	To conduct peak flow screening	Per person					
C1.4.	To conduct stress screening	Per person					
C1.5.	To conduct breast cancer screening	Per person.					
C2.	To provide professional nursing services to conduct integrated Health Risk Assessments	Professional Nurse per day					
C3.	<b>To provide comprehensive vaccinations for official regional and international travel trips</b>	Per employee per Vaccine					
C4.	<b>To facilitate Group interventions (Emotional impact) in or outside the office to influence team cohesion, team work and group high performance culture:</b>	-	-	-	-	-	-
C4.1	Facilitate group sessions as per presented problem statement.	Per hour					
C4.2	To send the link and administer Psychological/Psychometric Assessment, where necessary.	Per employee					
C4.3	To facilitate individual /group Psychological/Psychometric Assessment debriefing feedback session/s.	Per hour					
C4.4	To facilitate individual coaching sessions for supervisors/ managers.	Per hour					
C4.5	Provide group intervention Psychological/Psychometric or individual coaching reports	1x report					
<b>D.</b>	<b>Safety, Health, Environment and Quality (SHERQ) Management</b>						
D1.	To conduct Illumination, indoor quality, microbiological Agents air test, and Heating Ventilation and Air-conditioning Conditioner (HVAC) assessment.t.	1x report					

No.	Services	Quantity	Year 1 (VAT included)	Year 2 (VAT included)	Year 3 (VAT included)	Year 4 (VAT included)	Year 5 (VAT included)
D2.	To conduct workplace Ergonomic assessment.	1x report					
D3.	To provide occupational readiness assessment & report/s for employees who were on sick or incapacity leave due to injury or illness that might have impacted their normal functioning or performance, and workplace re-adjustments may be necessary.	1x report					

### iii. Administrative Services

No.	Services	Pricing	Year 1 (VAT included)	Year 2 (VAT included)	Year 3 (VAT included)	Year 4 (VAT included)	Year 5 (VAT included)
1.	Monthly, Quarterly and annual reports	Per report					
2.	To provide Account/client relationship manager	Per month					
3.	Annual Quality assurance (client satisfaction survey & report)	Per survey & report					

Period required for commencement with project after acceptance of bid .....

Any enquiries regarding bidding procedures may be directed to the –

**Department:** The Presidency

**Contact Details:** SCM Acquisition Office

**E-mail address:** [tenders@presidency.gov.za](mailto:tenders@presidency.gov.za)

Or for technical information –

**Contact person:** Ms Mumsy Maake

**E-mail address:** [Mumsym@presidency.gov.za](mailto:Mumsym@presidency.gov.za)

**NB: All enquiries should be made at least 10 days before the closing date**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

- 2.3.1 If so, furnish particulars:

.....  
 .....

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

Description	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts

through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20 or 90/10**

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20 or 90/10**

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to bidders: The bidder must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
Women		10		
Youth		7		
Persons with Disabilities		3		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [Tick applicable box]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - a. disqualify the person from the tendering process;
    - b. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - c. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - d. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - e. forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF BIDDER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

## TERMS OF REFERENCE



### THE PRESIDENCY REPUBLIC OF SOUTH AFRICA SUPPLY CHAIN MANAGEMENT

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#### **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF THE EMPLOYEE HEALTH AND WELLNESS SERVICES FOR A PERIOD OF FIVE (5) YEARS.**

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#### **1. THE PURPOSE OF TERMS OF REFERENCE**

The purpose of this terms of reference is to invite bidders to submit bid responses for the Employee Health and Wellness services for a period of five (5) years.

#### **2. BACKGROUND**

The Presidency Employee Health and Wellness Programme is an integrated approach that recognise the importance of linking individual health, safety, environmental sustainability, quality management and wellness of employees and their dependants, as well as organisational wellness for productivity and improved service delivery outcomes in the Department.

The Programme is aligned to the Employee Health and Wellness Strategic Framework for the Public Service. The Strategic Framework informs a holistic approach to employee health, wellness and productivity with key focus on the management & implementation of the four pillars of the Strategic Framework. This is effectively achieved through the implementation of critical common strategic interventions in priority areas of:

- HIV&AIDS, STI and TB Management Policy;
- Health and Productivity Management Policy;
- Safety, Health, Environment, Risk and Quality Management (SHERQ); and
- Wellness Management Policy for the Public Service

In implementing the four pillars, and due to the specialized nature of the health and wellness function, The Presidency has decided to solicit the services of a professional external service provider to render a comprehensive employee health and wellness services. The successful bidder will complement the service offerings currently provided by the Employee Health and Wellness Unit with regard to the Four Pillars in all Presidency offices located in Pretoria, Durban and Cape Town, with the staff head count of 506 (Pretoria- 450, Durban-8; and Cape Town-48)

as of December 2024, inclusive of sixty (60) Senior Management Staff (SMS) members and employees' immediate family members located throughout the Nine (9) Provinces.

### 3. SCOPE OF WORK

The appointed service provider will be expected amongst others, to provide support in the implementation of critical strategic interventions in priority areas of, hereto referred as the "Four Pillars":

#### a) Wellness Management Policy

Within this Pillar, the scope will include the following:

- Provision of a multi-lingual, 24 hour call centre (Toll-free service, including "please call me" or WhatsApp number and/or online communication system for life management/Preventative services (stress management; relationship issues, parental guidance, alcohol and substance abuse; marriage enrichment; personal financial management; preparation for retirement) support. For employees and their dependents.
- Provision of face to face counselling, including employees dependants, walk-ins/on-site or offsite up to a maximum of six (6) sessions & referral to external service providers.
- Provision of face to face/walk-ins counselling to employees and their up to a maximum of six (6) sessions & referral to external service providers (*Please Note: Dedicated Therapist to be allocated for walk-ins, once per week-09h00 to 12h00 for the Pretoria Office & once per month for the Cape Town office*).
- Facilitation of critical incident stress debriefing/trauma management.
- Provision of monthly health and wellness educational articles.
- To conduct EHW orientation and induction services for all the offices.
- To conduct door to door office marketing campaign of EHW services.
- Provision of supervisors/line managers consultations.
- To facilitate health and wellness related training interventions and awareness sessions.
- Senior Management Staff (SMS) members on salary level 13 and above care services, which comprise of physical and lifestyle assessment programme, at the premises of the service provider with the provision of refreshment, and neat facility with assessment equipment.
- Provision of valid and accredited sporting coaches/instructors (tennis, aerobics, soccer, netball, athletics, swimming and chess) to coach or instruct employees on various sporting activities.
- To provide valid and accredited fitness and instructors for the Presidency equipped gym who can also administer baseline fitness & body matrix evaluation, as and when necessary.
- To provide health and wellness day services:
  - Programme Director and/or Facilitator for the wellness days/ special departmental events coordination
  - Guest Speaker/s for the wellness days special departmental events coordination
  - Recreational and wellness game activities equipment e.g. rope course, puzzle challenge, problem solving games, painting, amazing race, sack race etcetera.

**b) Human immunodeficiency virus infection and Acquired immune deficiency syndrome (HIV&AIDS), Sexually Transmitted Infections (STI) and Tuberculosis (TB) Management Policy**

Under this Pillar, the scope will include conducting Health Risk Assessments such as: HIV counselling, testing, and TB screening.

**c) Health and Productivity Management (HPM) Policy**

Under this Pillar, the scope will include the provision of the following:

- To conduct disease profiling: Blood pressure, blood sugar & cholesterol, blood glucose, body mass index, lifestyle, hearing screening, peak flow, stress and breast cancer.
- Professional Nurse services during health risk assessments campaigns.
- Comprehensive vaccinations for official regional and international travel trips.
- Facilitation of group interventions (emotional impact) in or outside the office to influence team cohesion, team work and high performance culture:
  - Facilitate group sessions as per presented problem statement.
  - Provision of individual links and administer Psychological/Psychometric Assessment, where necessary.
  - Facilitation of individual or group Psychological/Psychometric Assessment debriefing feedback session, where necessary.
  - Provide individual coaching for supervisors/ managers.
  - Provide group intervention Psychological/Psychometric or individual coaching reports.

**d) Safety, Health, Environment, Risk and Quality Management (SHERQ)**

Within this pillar, the scope will include assessment and employees exposure to workplace ergonomic risk factors, and hazardous substances which may cause illness or adverse health effects. This will also include provision of occupational readiness assessment & report/s for employees who were on sick or incapacity leave due to injury or illness that might have impacted their normal functioning and/or performance and workplace re-adjustments may be necessary.

**e) Administrative services**

The appointed service provider will be expected to produce monthly, quarterly and annual reports. The service provider will also be expected to assign the Account/client relationship manager to the project. The appointed service provider will also be required to administer annual quality assurance (client satisfaction survey & report).

**4. REQUIREMENT FOR THE PROJECT**

- 4.1 The appointed service provider must be affiliated with the Employee Assistance Program Association (EAPA) of South Africa (SA)
- 4.2 The service provider must demonstrate relevant public service experience in health and

wellness with number of concluded projects rendered for a minimum period of three (3) years: The Bidder must attach a signed Presidency returnable project reference form (**Annexure A**).

- 4.3 Project Manager must possess a minimum of a Bachelor's degree at National Qualification Framework (NQF level 7), a Postgraduate/ NQF level 8 and above qualification in Project Management will be an added advantage. International qualifications should be submitted with SAQA accreditation verification report.
- 4.4 The Project manager must have four (4) years of work experience and a minimum period of two (2) workplace health and wellness projects managed.
- 4.5 All Team members or affiliated professionals of the service provider must possess a minimum of a Bachelor's degree at National Qualification Framework (NQF level 7) (***International qualifications should be submitted with SAQA accreditation verification report***) in any of the following areas:
- a) Clinician (Social Work/Psychology/Counselling/Industrial Psychology) to render counselling or training or facilitation of the sessions and group interventions;
  - b) Legal to render legal professional advice;
  - c) Financial to render financial professional advice; and
  - d) Medicine and/or health related fields to render professional advice, and or conduct relevant assessments such screening, or ergonomic or hygiene assessment.
- 4.6 The affiliated members of the appointed service provider must have minimum of two (2) years of work experience as well as knowledge, skills and expertise in the following areas:
- a) **Employee Wellness Programme (EWP):** Bereavement trauma facilitation, supervisory or managerial Coaching, Occupational health & safety, proactive/early intervention, Career guidance, Child care, relationships related issues, Parental guidance, Mental health, Assessments, Adolescents, Groups, Custody, Maintenance, Adoptions, Substance abuse, Psychiatric, Parenting, Women's and men's health, HIV&AIDS.
  - b) **Legal advice:** Criminal, civil; contracts, property purchasing, selling, managing, leasing, borrowing of property e.g. house or car, taxation, legal consequences on financial management, Family (divorce, custody, maintenance, marital regime, customary marriages, adoption ), Succession (wills, estates, beneficiaries), Consumer, Third party claims.
  - c) **Financial advice:** debt management, financial literacy/education, formal debt counselling; insurance, pension and retirement)
  - d) **Wellness advice and Fitness:** Diet, and fitness. The appointed service provider should have capacity to assign a dedicated fitness instructor for the Pretoria Office, twice per week for a 1-hour session each day, and twice (2) per month diet and fitness instructors for the Durban and Cape Town Offices for 1 hour per session.
  - e) **Integrated Occupational Hygiene Risk Assessment:** Hygiene Risk Assessment (Including Illumination, indoor quality, microbiological Agents air test, water test, Heating Ventilation and Air-conditioning Conditioner (HVAC), ergonomic assessment,

occupational readiness assessments and provide the report/s.

4.7 Each Curriculum vitae to include:-

- Name of the Company:
- Name of the division/Unit/Directorate
- Position title:
- Period of experience on the position: YYYY-MM-DD
- Reason for leaving
- Reference details – Name of referee, Position in the company you are working and contact details (Number and email address)
- Clear responsibilities which are related to the project.

4.8 Qualifications should be accompanied by academic records.

4.9 The affiliated professionals of the service provider must be registered with the following industry Bodies in any of the following professional bodies:

- 4.9.1 Health Professions Councils of South Africa (HPCSA) for psychologists/Industrial Psychologists, counsellors; & Medical professionals,
- 4.9.2 South African Council for Social Service Professions (SACSSP) for social workers,
- 4.9.3 Attorneys in private practice registered with the Law Society of South Africa, and
- 4.9.4 South African Qualification Authority (SAQA) accredited programme or approved by the Coaches and Mentors of South Africa (COMENSA) or International Coach Federation (ICF) for affiliated professionals who will provide mentorship and coaching.

4.10 **Methodology of the project:**

The bidder must attach a detailed and executable project plan demonstrating understanding of the required specific deliverables as per the scope of work, including time frame.

4.11 **Case management reporting system.** The bidder must attach the reporting system that indicates the nature of cases for both employees and their dependants' utilisation, projected annualised rate, and high risks cases.

4.12 **Availability of resources & capacity to deal with cases timeously.** The bidder must attach a list of the racially diverse database reflecting a National footprint in terms of team members or affiliates in all the nine (9) provinces, to be able to render services to The Presidency employees and their immediate family members in their preferred languages, gender and race preferences.

## 5. SPECIAL CONDITIONS OF PROJECT/CONTRACT

- The successful bidder will be required to sign a standard contract with The Presidency that will outline the terms and conditions of the contract.
- Proposal must include cost breakdown in the pricing schedule.
- The Presidency reserves the right either to award the bid in full or in part or not to award the bid.
- The bidder will commence with the services upon signing of the service level agreement by all parties involved.
- In the event of changes in the project team, the service provider must provide the detailed CVs, proof of qualification for the new project team members. The new project team members will be subjected to the security clearance process prior to confirmation of involvement in the project.

- The Presidency undertakes to pay out in full within thirty days (30) after, all valid claims for services rendered to its satisfaction upon presentation of a substantiated claim/invoice, according to the payment schedule agreed upon in the contract.
- Bidder/s are requested to provide a concept document / methodology to approach the project and a detailed project plan.
- The Presidency may request clarification or additional information regarding any aspect of the bids that were submitted. Companies must respond to requests by The Presidency for additional information within Three (3) working days after the request has been made. Failure to comply may invalidate the potential service provider.
- The appointed bidder must ensure that people's rights are protected; the following principles of professional conduct are being maintained when the service is rendered:
  - Confidentiality
  - Fairness
  - Independence
  - Due care, and
  - Professionalism

## **6. SECURITY REQUIREMENTS**

The appointed service provider including their staff assigned to the project will be subjected to a security screening exercise by The Presidency. In the event that the outcome of the security screening exercise is negative, the successful bidder(s) will be disqualified.

## **7. DURATION OF CONTRACT**

The duration of the contract for the provision of health and wellness services is for a period of five (5) years.

## **8. MONITORING AND EVALUATION OF THE PROJECT**

All work is to be carried out in accordance with the time schedule as agreed with the Project Manager, within the agreed deliverables and terms and conditions of the signed contract.

Constant or regular monitoring and evaluation of performance and adherence to acceptable event management will be done by the Project Manager.

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.

The appointed service provider will be monitored and evaluated utilising the results-based on management approach on five key elements to determine return on investment and SLA.

The Presidency shall monitor, evaluate and report the terms and conditions of the Service Level Agreement with the successful bidder.

## **9. LEGISLATION APPLICABLE TO THE BID**

Bids will be subject to the Supply Chain Management conditions as follows:

- Public Service Act, 1994 as amended; Regulations 53-55 of the public Service Regulations 2016.
- The Preferential Procurement Policy Framework Act, Act No. 05 of 2000
- Preferential Procurement Regulations, 2022
- Public Finance Management Act
- The Presidency Supply Chain Management Policy

## 10. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

- a. Bidders are requested to submit means of verification for specific goals (women, youth and the person with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited.
- b. A Service Level Agreement/contract shall be signed with the successful bidder.
- c. The Presidency reserves the right to conduct site inspections at the bidder's facilities prior to the conclusion or awarding of contracts to the shortlisted bidders where necessary.
- d. **Completed bid documents must be deposited in the bid/tender box, as indicated in par 16 below. Telegraphic, telefax, emails or late tenders/bids will not be accepted and will be disqualified.**
- e. **The pricing schedule must be attached as a separate Annexure (per items to be provided), marked PRICING SCHEDULE (SBD 3.3) within the bid document envelope.**
- f. **Bidders shall ONLY use a black ink for completion of Standard Bidding Documents (SBD) forms. Failure to do so may result in the submitted bid/proposal being disqualified.**
- g. All corrections made in the bid document must be initialled or signed off by the bidder to obviate unnecessary delays resulting from the need to require the bidder to give written confirmation before finalisation of evaluation.
- h. **Bidders shall submit:**
  - I. **Original bid documents (mandatory),**
  - II. **a hard copy of the original documents, and,**
  - III. one soft copy (digital / electronic) in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive. Failure to do so may result in the bid/proposal being disqualified.

**The onus is on the bidder to ensure that the electronic PDF copies of the documents are indeed saved on the electronic device submitted. Failure to ensure all three sets of documents as per i – iii above may result in the bid/proposal being disqualified/invalidated.**

All proposals received will be evaluated in accordance with the **80/20** point system as prescribed in the Preferential Procurement Regulations, 2022. A three phases approach will be followed during the evaluation process.

## 11. EVALUATION PROCESS

### 11.1 FIRST PHASE: MANDATORY AND ADMINISTRATIVE COMPLIANCE

During this phase, screening will be conducted to ensure compliance with the mandatory submission of documents as listed below. **Bidders who have not complied with the mandatory submission of ALL the documents shall be disqualified at this stage of the evaluation and will not be considered in the next phase.**

Note that all the required documentation must be signed by a duly authorised representative, where a signature is required.

### 11.1.1 MANDATORY DOCUMENTATION

- a) Completed and signed Invitation to bid document (SBD 1).
- b) Completed and signed Price Schedule (VAT and all other applicable costs inclusive) – SBD 3.3: professional services.
- c) Company registration with EAPSA (Attach valid certified certificate).
- d) Team members or affiliated Professionals proof of registration with professional bodies and a record of good standing (Proof of payment/Council/Society/Bar letter of confirmation).
- e) In the case where bidders are bidding as Joint Ventures and/or consortium the following must be complied:
  - Submit a Joint Ventures and/or consortium agreements signed for teaming parties by persons who are duly authorised to do so.
  - The agreement should state the details of the persons who are authorized to sign the documents on behalf of the teaming parties.
  - The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party.
  - The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
  - Submit SARS issued pin code which will be verified for both companies.
  - Submit a consolidated Central Supplier Database Registration (CSD).
- f) The bidder must attend a Compulsory Briefing Session. A signed briefing session Certificate will be issued on the day of the briefing session. The bidder must submit a signed Briefing Session Certificate together with the tender documents.

### 11.1.2 ADMINISTRATIVE COMPLIANCE

- a) Completed and signed Bidders' disclosure form (SBD 4)
- b) Completed and Signed Preference points claim form (SBD 6.1)
- c) Names and certified ID copies of employees to be assigned to this project. Assigned employees will be subjected to a security screening. Certified ID copies of owner(s). Owners will be subjected to a security screening.
- d) Copy of Bidder's company registration document with CIPC.
- e) SARS Tax pin of the Bidder.
- f) Copy of proof of registration with CSD.

**Only bidders who have met mandatory requirements will be considered for the next phase.**

## 11.2 SECOND PHASE: FUNCTIONAL/TECHNICAL EVALUATION

Only proposals that have met the criteria for mandatory compliance will qualify for this phase.

### 11.2.1 Desktop Evaluation

- Company experience.
- Project Manager's qualification and experience
- Team members qualifications and experience
- Methodology of the project Plan
- Case management reporting system
- National footprint in all the Nine (9) Provinces (*Attach the racially diverse database list of the Team members/Affiliates*).

The proposal will be evaluated according to the evaluation criteria defined below:

## EVALUATION CRITERIA

#	CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
1.	COMPANY EXPERIENCE (Par. 4.2)	Demonstrate the company's relevant public service experience in health and wellness with the number of concluded projects rendered for a minimum period of three (3) years: The Bidder must attach a signed Presidency returnable project reference form (Annexure A).		20
		- Four (4) or more years of experience & 3 or more projects concluded	20	
		- Three (3) years of experience & 2 projects concluded	10	
		- Less than three (3) years of experience & less than 2 projects concluded	0	

#	CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
2.	PROFESSIONAL TEAM QUALIFICATIONS AND EXPERIENCE (Par 4.3 to 4.6)	Submission of relevant qualifications and experience will indicate that the Bidder is suitably equipped with the skills and capacity necessary to complete the scope of work required. Bidders must submit: <ul style="list-style-type: none"> <li>CV's, Certified Copies of Qualifications &amp; academic records (<i>Certified copies should not be dated longer than 6 months</i>).</li> </ul>		40
		<b>2.1. PROJECT MANAGER QUALIFICATION</b>		15
		A Postgraduate/ NQF level 8 and above qualification in Project Management	15	
		Any Bachelor's Degree at NQF level 7 Qualification/Degree	7	
		No NQF level 7 Qualification provided	0	
		<b>2.2. PROJECT MANAGER EXPERIENCE (CV must be attached)</b>		9
		Four (4) years' work experience and (3) or more workplace health and wellness projects.	9	

#	CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
		Four (4) years' work experience and two (2) workplace health and wellness projects managed	4	
		Four (4) years' and less work experience and less than two (2) workplace health and wellness projects managed.	0	
		Less than Four (4) years' work experience and less than two (2) workplace health and wellness projects managed.	0	
		<b>2.3 TEAM MEMBERS QUALIFICATION</b>		<b>8</b>
		All team members must have a minimum Bachelor's Degree/ NQF level 7 qualification in any of the following fields with certified copies (not less than 6 months): <ul style="list-style-type: none"> <li>- Clinician (Social Work/Psychology/Counselling/Industrial Psychology)</li> <li>- Legal</li> <li>- Finance</li> <li>- Medicine and/or health related fields</li> <li>- Mentorship and Coaching</li> </ul>	<b>8</b>	
		No minimum Bachelor's Degree/ NQF level 7 qualification	0	
		<b>2.4 TEAM MEMBER EXPERIENCE: Bidder must submit detailed CVs of all Team Members outlining a minimum of 2 years of work experience in health and wellness. CV outlining members role and responsibilities as well as involvement in similar fields</b>		<b>8</b>
		Three (3) and more years' of work experience	<b>8</b>	
		Less than 3 years' work experience	4	
		Less than two (2) years' work experience	0	
<b>3.</b>	<b>Methodology of the project (Par 4.10)</b>	<b>3.1 <u>Project approach and/or methodology</u> :</b> The bidder must attach a detailed and executable project plan demonstrating understanding of the required specific deliverables as per the scope of work, aligned to the four pillars, including time frames.		<b>20</b>
		Project Plan demonstrating understanding of the Four (4) Pillars & time frames	<b>20</b>	

#	CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
		Project plan not demonstrating understanding of Four (4) Pillars & time frames	0	

#	CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
4.	Case management reporting system (par. 4.11)	4.1 Bidder/s to provide information on the monthly/quarterly/annual reporting system currently in place to be used for the Project.		20
		Reporting system broken down into all reporting periods (Monthly, quarterly, & annually)	10	10
		Reporting system only broken down into any of the two reporting periods	7	
		Reporting system broken down into any one of the reporting periods	3	
		No reporting system	0	
	Availability of resources & capacity to deal with cases timeously (Par. 4.12)	4.2 Bidder/s to provide information in terms of national footprint in all the nine (9) Provinces (attach a list of racially diverse database of Team members/Affiliates).		10
		Racially diverse database showing national footprint of affiliated professionals in <b>all</b> the Nine (9) Provinces)	10	
		<b>No</b> racially diverse database showing national footprint of affiliated professionals in <b>all</b> the Nine (9) Provinces)	0	
Total points				100

Proposals that score at least 66 out of 100 points or more will qualify for Phase 3.

## 12. MANDATORY AND ADMINISTRATIVE COMPLIANCE CHECKLIST

Bidders should use the checklist below to ensure that all the returnable documents are attached:

Mandatory Documents required	Indicate Yes or No	Indicate the Annexure in your bid response
SBD1		
SBD 3.3: Completed and signed Price Schedule (VAT and all other applicable costs inclusive)		
Company registration with EAPSA (Attach valid certified certificate).		
Team members or affiliated Professionals proof of registration with professional bodies and a record of good standing (Proof of payment/Council/Society/Bar letter of confirmation).		
Joint Venture and/or consortium agreement ( <i>If applicable</i> )		
The bidder must attend a compulsory briefing, Session. A signed briefing session Certificate will be issued on the day of the briefing session. The bidder must submit a signed Briefing Session Certificate together with the tender documents.		
Administrative documents required	Indicate Yes or No	Indicate the Annexure in your bid response
SBD 4		
SBD 6.1		
Certified ID copies of Owner (s). (Please note: <i>Owners will be subjected to a security screening</i> )		
Names and certified ID copies of employees to be assigned to this project. (Please note: <i>Assigned employees will be subjected to a security screening</i> ).		
Copy of Bidder's company registration document with CIPC.		
SARS Tax pin of the Bidder.		
Copy of proof of registration with CSD.		
FUNCTIONALITY	Indicate Yes or No	Indicate the Annexure in your bid response
Bidders experience – The Presidency returnable reference form (Annexure A)		
Project Manager Certified copies of Qualification/s and academic record		
Project Manager CV		
Team members Certified copies of Qualification/s and academic records		
Team members CVs		
Methodology: Project Plan		
Case management reporting system template/s		
Database list (Availability of resources & capacity to deal with cases timeously)		

### 13. PHASE 3: PRICE AND SPECIFIC GOALS

The bid will be awarded to the bidder who scored the highest points in terms of price and specific goals.

In accordance with the PPPFA, the submission will be adjudicated on the 80/20 points system. Price will make up the total of 80 points, and specific goals will be allocated the remaining 20 points. The evaluation criterion for this phase is as set below:

Description	Weight
Price	80
Specific goals	20
Total	100

The points for Specific Goals are distributed as follows:

Specific goals	Means of Verification	Points
Women	ID docs + CSD verification	10
Youth	ID docs + CSD verification	7
Persons with Disabilities	Doctors Confirmation letter + CSD verification	3

Bidders are requested to submit means of verification for specific goals (women, youth and the persons with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited.

**The bid price (vat and other costs inclusive) should be done in the format in SBD 3.3 above.**

### 14. CONFIDENTIALITY

No communication will be undertaken with any bidder until the winning bidder has been informed of his winning bid.

Information relating to the evaluation of proposals and recommendations concerning an award shall not be disclosed neither to the bidder who submitted the proposals nor to other persons not officially involved or concerned with the process<sup>1</sup>.

The Presidency necessarily operates under the conditions of the PAIA provisions. No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

### 15. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

THE BIDDER MUST COMPLETE BELOW.

I \_\_\_\_\_ in my capacity as the duly authorized representative of the bidder, hereby certify that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

Alternative Name and Contact details of service provider (optional): \_\_\_\_\_

## 16. DISCLAIMER

The Presidency, reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

## 17. BRIEFING SESSION

Compulsory briefing session will be conducted online via Microsoft Teams as follows:

**DATE:** 17 June 2025  
**TIME:** 11H00 AM  
**VENUE:** Microsoft Teams

(click on the link below to access the session)

[Join the meeting now](#)

Meeting ID: 366 696 923 278 7

Passcode: bh9hJ7xA

## 18. SUBMISSION OF PROPOSALS

Completed bid documents should be sealed, clearly marked as follows:

The Presidency Bid Number: **PO 2025/26:009**.

Completed bid documents must be deposited in the official bid/tender box of The Presidency located at the public entrance of the Union Buildings on Government Avenue, Pretoria on or before **30 June 2025 @11:00**.

Bidders must ensure that they received all pages of this document.

### **Bid Enquiries:**

1. [Tenders@presidency.gov.za](mailto:Tenders@presidency.gov.za)

### **Technical Enquiries:**

[Mumsym@presidency.gov.za](mailto:Mumsym@presidency.gov.za)

**NB: All enquiries should be made at least 10 days before the closing date**



**“ANNEXURE A”**

**THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA**

**RETURNABLE PROJECT REFERENCE FORM**

Project Description:	<b>Appointment of a Service Provider for the provision of the Employee Health and Wellness services for a period of five (5) years</b>
Bid No:	<b>PO 2025/26:009</b>

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I ..... (Name, Surname & Designation Preferably contract Manager)

From ..... (Company Name)

Declare that the company was the recipient (client) of the following professional services (project) successfully executed by

..... (Name of bidder)

Project Description:

Project Location:

Commencement Date (DD/MM/YYYY) : ..... Completion Date(DD/MM/YYY):.....

Contract Value:

**A. Please score the service performance of the Bidder on the above mentioned project, by inserting “Yes” in the relevant box below:**

Category	Very poor	Poor	Fair	Good	Excellent
Experience of the team deployed on the project					
Quality of work					
Quality of reports					
Overall service performance					

**B. Would you consider/recommend working with this bidder in future.**

Yes	No	Reason

**C Would you recommend this bidder to offer the same services to The Presidency**

Yes	No	Reason

The Presidency reserves the right to verify any information supplied by the bidder in the returnable project reference form and should the information be found to be false or incorrect, The Presidency will exercise any of the remedies available to it in the bid documents and or disqualify the bid.

.....  
Signature (Company Head or Delegated officer)  
Contact Numbers:.....

.....  
Name of Signatory

# GENERAL CONDITIONS OF CONTRACT

## **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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
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12.	Transportation
13.	Incidental services
14.	Spare parts
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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

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 anything 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 organisation 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, SCC are also laid down to cover specific supplies, services or works.

2.3 Where such SCC 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](http://www.treasury.gov.za)

## **4 Standards**

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

#### **14 Use of contract documents and information; inspection**

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

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

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

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

#### **6 Patent rights**

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

#### **7 Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any

stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation 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 fulfilment 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 authorised 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 contract 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 cancelling 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:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24 Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25 Force majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26 Termination for insolvency**

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

## **27 Settlement of disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29 Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30 Applicable law**

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

## **31 Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32 Taxes and duties**

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33 National Industrial Participation (NIP) Programme**

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

## **34 Prohibition of restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)

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