



Provincial Supply Chain Management

Request for Proposal

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RFP NUMBER												
RFP DESCRIPTION												
CUSTOMER DEPARTMENT												
CUSTOMER INSTITUTION												
BRIEFING SESSION	Y		N		SESSION COMPULSORY				Y		N	
					SESSION HIGHLY RECOMMENDED				Y		N	
BRIEFING VENUE						DATE				TIME		
COMPULSORY SITE INSPECTION	Y		N			DATE				TIME		
INSPECTION ADDRESS												
TERM AGREEMENT CALLED FOR?	Y		N			TERM DURATION						
CLOSING DATE						CLOSING TIME						
TENDER BOX LOCATION												
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG												

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GDoH Tender Box is generally open from 07:00 to 17:00, 5 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

The Tendering System

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

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms/ etenders@gauteng.gov.za (Publications) for the venue of the training.



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PART A INVITATION TO BID

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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 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. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 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		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.

APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF BIDS

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____
_____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

10. With my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at this day of20.....

.....

.....

Name of data subject/ designated person

Signature


.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p style="font-size: 1.2em; font-weight: bold;">RFP Point System</p>	<p style="font-size: 1.2em;">Page 1 of 1</p>

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 1 of 3</h2>

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 interest¹ in the enterprise, employed by the state?

YES		NO	
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2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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


Signature		Date	
Position		Name of Bidder	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p>Special Conditions</p>	<p>Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples		<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		<p>Bidders Briefing Session</p>	
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 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">Special Conditions</td> <td style="width: 40%; text-align: center;">Page 2 of 3</td> </tr> </table>	Special Conditions	Page 2 of 3
Special Conditions	Page 2 of 3		

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1); Pricing and Specific Goals(Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
	<p style="margin: 0;">Special Conditions Page 3 of 3</p>

SUPPLIER JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GROUP DEBRIEFING SERVICES, EMPLOYEE ASSISTANCE PROGRAMME AND ACCOMMODATION AT ALL GAUTENG DEPARTMENT OF HEALTH FORENSIC MEDICAL SERVICES FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
CV:	Curriculum Vitae
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
CFMS	Clinical Forensic Medical Services
EAPA:	Employee Assistance Programme Association
EHWP:	Employee Health and Wellness Programme
EAP	Employee Assistance Programme
FMS	Forensic Medical Services
FPS:	Forensic Pathology Service
GCC:	General Conditions of Contract
GDoH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
HPCSA	Health Professions Council of South Africa
PPC:	Personal Protective Clothing
PPE:	Personal Protective Equipment
POPI:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SACSSP	South African Council for Social Service Professions
SANS:	South African National Standards
SARS:	South African Revenue of Services
SCC:	Special Conditions of Contract
TCS:	Tax Compliance Status
TRS	Telecommunications Relay Service
VAT:	Value- Added Tax



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GROUP DEBRIEFING SERVICES, EMPLOYEE ASSISTANCE PROGRAMME AND ACCOMMODATION AT ALL GAUTENG DEPARTMENT OF HEALTH FORENSIC MEDICAL SERVICES FOR A PERIOD OF THREE YEARS.

GLOSSARY OF TERMINOLOGY

TERMINOLOGY	DEFINITION
AIDS	Acquired immune deficiency syndrome or acquired immunodeficiency syndrome
Awareness Session	Shall mean information sharing using different modes of communication (online, posters, pamphlets, brief face to face interaction)
Case Manager	Contact person from the bidder who is accountable and supervises all FMS cases
Client Relations Manager	Contact person from the bidder who is accountable for the FMS account
Critical Incident Stress Debriefing	On-site counselling that arises out of unforeseen critical incidents, emergencies, death, disasters that inflicts psychological damage on employees
Education	Shall mean face to face interaction through (workshops and trainings etc. that may culminate towards a certificate of attendance and/or accredited certificate depending on the nature of the training/workshop)
Employee Health and Wellness Program	Means EHWP services based on the DPSA model and definition of EHWP
Eligible Persons	FMS employees Including Contract workers, interns, fixed term contract & permanent or any immediate family member and dependents
End User	All Forensic Medical Services (FMS) - (Forensic Pathology Services (FPS) and Clinical Forensic Medical Services (CFMS))
Fee for service	Fee-for-service (FFS) is a payment model where services are unbundled and paid for separately. Service provider will be paid based on the number of employees that utilised the service per month
Forensic Medical Services (FMS)	Consist of Forensic Pathology Services (FPS) and Clinical Forensic Medical Services (CFMS)
Immediate Family and dependents	<p>a. Spouse or co habiting partner including same sex relationships:</p> <ul style="list-style-type: none"> • A partner in a civil marriage • A partner in a customary marriage, or



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GROUP DEBRIEFING SERVICES, EMPLOYEE ASSISTANCE PROGRAMME AND ACCOMMODATION AT ALL GAUTENG DEPARTMENT OF HEALTH FORENSIC MEDICAL SERVICES FOR A PERIOD OF THREE YEARS.

	<ul style="list-style-type: none"> • A partner in a relationship in which both partners have cohabited for a period exceeding six (6) months. b. Biological children/stepchildren/legally adopted children, a child through foster care. Children of all ages as defined by the Child Care Act. c. Mother/stepmother/mother-in-law and legal guardian d. Father/stepfather/father-in-law and legal guardian e. Siblings (sister/stepmother and brother/stepbrother)
Manager	Incorporate immediate supervisor/ team leader and/or senior manager
Mandatory Services	Compulsory, required by rule, not optional; not to be modified or disregarded
Medico-legal Services	Means the clinical forensic medicine services provided to victims of crime and violence;
Minor	Shall mean a child below the age of eighteen (18) years for that may require Face to Face interventions
Optional Services	Used to describe any product or service that is not included in the base price, but which may be added at the customer's discretion for an additional cost.
Telephone Typewriters (TTY)	Is a Text Telephones system- used by persons who are Deaf to communicate by telephone using Text Telephones.
Videophone	Is a telephone with a video display, capable of simultaneous video and audio communication between people in real-time.



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1. PURPOSE

The purpose of this tender is to appoint a Service Provider to provide group debriefing services, employee assistance programme and accommodation to all Gauteng Department of Health Forensic Medical Services for a period of three years.

2. BACKGROUND

Forensic Medical Service (FMS) under the auspices of Gauteng Provincial Government (GPG) Employee Health and Wellness programme was initiated in 2006 for FMS employees and their immediate family members.

The programme's mission is to create a caring environment that will promote opportunities for managing employee health and wellness as well as organizational productivity. FMS staff and their families can access comprehensive psychosocial support services ranging from one-on-one counselling, referral and linking for further appropriate intervention, group counselling, Debriefing Critical Incident stress, referral for intervention, legal advice, financial advice, peer to peer support, HIV/AIDS care and support, education and awareness programmes, sports and recreation.

Forensic Pathology Service was transferred in April 2006 from SAPS to the Department of Health. Its primary objective is the rendering of a medico-legal investigation of death service that serves the judicial process.

The legal parameters that guide this function are contained in, amongst others:

- Inquest Act 58 of 1959
- Criminal Procedure Act 51 of 1977 and amended Act 16 of 2021
- National Health Act 61 of 2003
- Births and deaths Registration Act 51 Of 1992
- Health Professions Act 29 of 2007

The Department's functional responsibility is carried out by medical practitioners, forensic pathology officers and administrative staff. In terms of the core functions, forensic pathology officers collect bodies from the scenes, preserve bodies and assist medical practitioners to perform autopsies.

This work environment situation presents secondary trauma since the bodies that are picked up from different death scenes are found to be in a very disturbing form e.g. charred, mutilated, decomposed bodies of human beings that had a normal life. The daily exposure to such a traumatic work environment has made FMS management to put in place professional support mechanisms/strategies, which would minimize the effect of trauma.



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To this end, FMS management adopted the service need of providing group trauma debriefing services to the operational staff.

Forensic pathology officers have been exposed to some of the major disasters in South Africa and other international countries. Bodies have been collected during political unrests, natural/unnatural disasters such as floods, xenophobic violence, and illegal mining violence.

From 2006 to 2022 about 276 923 bodies were collected from different scenes in the Gauteng province. For the past two years Forensic Pathology Service played a critical role during the Covid 19 pandemic as government instructed that all bodies of suspected Covid deaths be admitted to government mortuaries and be tested for Covid 19 to assist the family and to also assist government with Covid19 statistics. Gauteng Forensic Pathology Service played a key role in the repatriation of bodies from Nigeria. A total of 116 people died on the 12 September 2014, when a guest house belonging to the Synagogue Church of all Nations in Lagos headed by preacher TB Joshua collapsed.

Forensic Pathology Service and Emergency Medical Services (EMS) both under GDoH face traumatic incidents due to the nature of their work. Both attend scenes with fatalities which are traumatizing. However, the difference between the two is that Forensic Pathology Service is not only collecting bodies at the scene. The Forensic officer's interaction with the deceased goes beyond that. The Forensic officers work with medical practitioners in dissecting the same bodies that they have been collected.

They deal with cases ranging from child murders, decomposed bodies with maggots, gun shots, motor vehicle accidents, drowning, and hanging, burnt bodies, murder cases that includes rape and shredded bodies from train accidents. The officers' trauma extends to families of the deceased at the scene and at the facilities during viewing of the remains of their loved ones. The officers find themselves playing the roles of comforters at the scene and facilities.

3. RISK AND IMPACT EXPOSURES AT FORENSIC PATHOLOGY SERVICE

Post-traumatic stress disorder is a major mental health issue which majority of our employees go through due to the type of work they are doing. Our employees experience shocking, scary, traumatic scenes in their daily activities relating to the work they are doing. They experience disturbing thoughts and feelings related to their experience that last long after the traumatic scene or event. They tend to re-live the event through



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flashbacks or nightmares. They feel sadness, fear, and anger may feel detached and estranged from other people.

The Employee, Health and Wellness Office together with Labour Relations have been working together on employee misconduct cases. Since 2017 to 2021, Labour relations attended a total of 161 cases. There were more cases where more psychosocial support cases were dealt with that ranges from workplace conflict resolutions, family problems, and financial problems, domestic violence, substance abuse, HIV/AIDS and several referrals for further intervention has taken place. **See the attached table for misconduct cases.**

4. GOALS AND OBJECTIVE

4.1 The primary goals are to provide:

- a. Healthy and productive FMS employees, as individuals and collective
- b. Enhance productivity in the public sector, as a sector of the South African economy.
- c. Integrating EHWP vision in place and activities of FMS.

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

- a. Ensure that FMS workforce have access to health and wellness services and support.
- b. Improving employee health and wellness in order to enhance productivity and service delivery.
- c. Addressing organizational risk factors such as lack of PPE, Absenteeism, Alcohol and drug abuse, bullying, sexual harassment, toxic working relationship, burn-out, toxic workplace interpersonal relationships, illnesses, injury on duty, lack of recognition and appreciation that impact on employee productivity
- d. Creating a supportive workplace culture within FMS
- e. Transforming and growing the EHWP to become a comprehensive service offering in the medium terms which includes among others:
- f. Capacity building for managers and staff to use the service as well as to identify distressed employees and refer to appropriate resources
- g. Addressing organizational risk factors that impact on employee wellness
- h. Identifying occupational risks/hazards that might have a negative impact on employees' health and safety
- i. Giving advice, information and support to employees living with HIV and AIDS in line with 4 priority areas of the National Strategy Plan (2017-2022)



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4.3 FMS has the responsibility to:

- a. Integrate Wellness into the fabric of the organization
- b. Enhance individual functioning; promote better work satisfaction and morale
- c. Improve the quality of work life through a service that is flexible, accessible, highly responsive, and accountable.

5. THE CUSTOMER

Gauteng Department of Health (GDoH)

5.1 Forensic Medical Services Facilities

1. Heidelberg FPS
2. Germiston FPS
3. Springs FPS
4. Johannesburg FPS
5. Roodepoort FPS
6. Diepkloof FPS
7. Sebokeng FPS
8. Carletonville FPS
9. Pretoria FPS
10. Ga-Rankuwa FPS
11. Bronkhorstspuit FPS
12. Head Office FMS and CFMS

6. LEGISLATIVE AND REGULATORY FRAMEWORK

6.1 The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subject to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website (www.treasury.gov.za).



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6.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

6.3 Other legal prescripts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act, (Act No. 5 of 2000)
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework, 2019
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- l. Protection of Personal Information Act, 2013 (Act no 4 of 2013)
- m. The Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)

7. SCOPE OF WORK

7.1 The successful bidder should use existing information to create baseline for the programme moving forward:

- a) Reduction of employee health risk behaviors by 50% year on year.
- b) Reduce absenteeism rate by at least 50% year on year.
- c) Improve customer satisfaction with regards to service delivery as measured before through customer satisfaction surveys. Increase the average score by at least 15 percent.



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TABLE 1: Health risk behaviours list as reported by employees

1	Post-traumatic stress disorder and other mental illnesses
2	Absenteeism/Abscondment
3	Marital and personal relationship problems
4	Workplace burn-out
5	Substance and drug abuse
6	Financial problems
7	Workplace aggression/violence/harassment
8	Theft
9	Attempted suicide/Suicide

TABLE 2: Previous Misconducts Cases Recorded

Reported cases	Absenteeism / late coming / Abscondment	Insubordination	Under the influence	Theft / Bribery	Poor performance/negligence	Misuse of state property	Others
Progressive Discipline	32	39	4	2	12	14	28
Formal Hearing	6	7	2	4	6	5	0
Dismissals	0	0	0	3	0	0	0
Subtotals	38	46	6	9	18	19	28
Total No Cases received.	164						



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TABLE 3: STAFF COMPLEMENT IS AT 448 ACROSS ALL TWELVE FMS FACILITIES.

Facilities	Forensic Officers	Professional Nurses	Clinician/ Doctors/ Histology	Social Workers/ Psychologist	Admin Staff	General Staff	Facility Manager	Contract Workers Forensic Officers
Johannesburg FPS	26	-	16	-	7	1	1	-
Diepkloof FPS	23	-	8	-	5	-	1	-
Carltonville FPS	7	-	1	-	1	-	1	-
Germiston FPS	36	-	12	-	8	1	1	-
Springs FPS	13	-	4	-	4	2	1	-
Roodeport FPS	18	-	3	-	4	1	1	-
Sebokeng FPS	24	-	5	-	4	-	1	-
Pretoria FPS	28	-	12	-	9	4	1	-
Ga-Rankuwa FPS	18	-	6	-	5	-	1	-
Bronkhorstspuit FPS	6	-	1	-	1	-	1	-
Heidelberg FPS	6	-	1	-	1	-	1	-
Head Office FMS	-	3	2	2	67	1	-	30
TOTAL	205	3	71	2	116	10	11	30
GRAND TOTAL								448

7.2 SERVICE REQUIREMENT

7.2.1 Reactive Programmes

- a. **Online/Personal Support Line:** All persons are to have direct, unlimited and confidential access to a live professional phone support 24/7/365 toll free hotline where employees and their immediate family members can get information, advice and support in 11 official languages of South Africa. The service is to be staffed by a team of fully qualified, trained and registered professionals including social worker, psychologists, financial experts and legal professionals who will provide advice on holistic wellness services, initial assessment and make necessary referrals. Inclusion of Communication Tools for deaf, hard of hearing, or speech-impaired individuals, as the twelve South African official language e.g



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Telecommunications Relay Service (TRS), Text Telephones (TTY), Virtual and WhatsApp.

- b. **Face to Face (F2F):** F2F counselling for immediately families and employees within 24 hours of referral. F2F must be 6 sessions per person per problem: face to face counselling sessions, refreshed on per person per problem. Priority scheduling to promptly address high risk situations, irrespective of race, culture, religion, and gender. However, employees who prefer F2F rather than online/personal support line services should be seen onsite by a professional therapist once a week per FMS Cluster model. Therefore, it is expected that a professional therapist must be available once a week onsite as an option in case of initial assessment and to make necessary referrals.

The following mandatory areas must be covered by online/Personal Support Line or face to face counselling including but not limited to:

- i. Psychological and emotional stress
- ii. Post-Traumatic Stress Disorders (bereavement, loss, accidents)
- iii. Substance abuse problems (alcohol, drugs and inpatient referrals and aftercare)
- iv. Communication Skills
- v. Conflict Resolution Skills
- vi. Mental health issues e.g. panic attacks, depression, post-traumatic stress disorder.
- vii. Relationship issues e.g. marriage, divorce, parenting skills.
- viii. Self Esteem
- ix. (Stress Work, personal) career matters, maternity, harassment, managing others.
- x. Trauma Management e.g. death and loss of a child / miscarriage / abortion / sexual abuse.
- xi. General medical health issues
- xii. Multimedia online service
- xiii. Abuse (Gender based violence, sexual, physical)
- xiv. Information, advice and support to promote organization wellness (improve staff morale and productivity on issues of victimization, discrimination, harassment, workplace violence and bullying)
- xv. Managing and providing support on issues of diversity.
- xvi. Legal Advice – on divorce, child support and maintenance, drawing up of a will and Testament,



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- xvii. Reintegration programmes: Provide assistance and support for employees to resume his/her duties in the workplace.
- c. **Onsite Critical Incident Stress Management - Trauma debriefing services (Defusing, Demobilization, and Debriefing)** - Intervention process of proven value in helping Forensic Medical Service employees and immediately families to understand and deal with the stress generated by a particularly traumatic incident within 4 to 12 hours to all employees exposed to on-the-job trauma associated with incidents such as: serious accidental injury or fatality; violence (hold-up, assault, homicide, suicide,) or threat of violence; death or serious injury of a co- worker; natural disaster; terrorist activity; contact with sick or seriously injured individuals; or exposure to risk of infection by a deadly disease.
- d. **Group debriefing sessions** – this will cater for 448 employees (refer to table 3 of staff compliment) who will be divided into 17 groups consisting of 26 employees per group. The debriefing sessions will be conducted in the tranquil lodge and it will last for 3 days (two and a half day) per week (2 night sleep over) within the Province of Gauteng. The service provider must be able to provide a team building package that includes professional individuals such as social workers, psychologists, physiotherapists and sports/recreational team building coaches/facilitators to offer various recreation services relevant to the programme. Also include the team building leader / facilitator with skills of employee engagement, experienced in the said field. Equipment for different activities and Anti-stress Spa package as per employee requirement.

7.3 VENUE: LODGE SPECIFICATION FOR GROUP DEBRIEFING SESSIONS

7.3.1 Lodge:

- a. A tranquil lodge (calm, quiet and peaceful area, from 5 km away from the main road) situated in a semi-rural area within Gauteng Province will be required to cater for 26 employees (Forensic Officers, Clinicians and Admin/support staff). The lodge must have a spacious conference room (serving jugs of water, cordials & sweets, bottled water for each member) that will accommodate 26 employees per group. Public Address (PA) system, flip chart boards, clip chart sheets, note pads, screen for projecting, projector, pens and markers as part of the package.



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- b. 3 star or better as graded by Tourism Grading Council of South Africa (TGCSA)
- c. Availability of car parking space
- d. Twenty-six (26) private and individual sleeping rooms required for each group (No room sharing)
- e. Accommodate people with disability
- f. Large swimming pool
- g. Availability of spacious lawn for activities preferably next to the conference room
- h. Private space for one-on-one counselling
- i. The facility to cater for breakfast, lunch and supper. Serving of midday tea and snacks as well
- j. Anti-stress Spa package

7.3.2 Outdoor Space:

- a. The outdoor space must be suitable for physical exercises and other planned activities for team building, swimming pool, lapa and braai facilities.

7.3.3 Recommended Menu:

- a. All meals should cater for Halaal, Vegan and Vegetarians, numbers will be provided and communicated to later

TABLE 4: PREFERRED MENU

Breakfast	<p>Full buffet English breakfast that includes the following:</p> <ul style="list-style-type: none"> • Eggs, bacon, sausages (pork, beef) • Fruits • Yoghurt (variety) • Cereal (variety) • Juice, Coffee, Tea
Lunch	<p>Full Buffet lunch that includes the following:</p> <ul style="list-style-type: none"> • Pap • Rice



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	<ul style="list-style-type: none"> • 2 Vegetables • 2 Salads (variety) • Meat (beef, pork, chicken) • Fish • 340 ml soft drink and or juice (1x each employee) 	
Supper	First night: Full Buffet Supper <ul style="list-style-type: none"> • Pap • Rice • 2 Vegetables (variety) • 2 salads (variety) • Meat (beef, pork, chicken) • Fish • 340 ml soft drink and or juice (1x each employee) 	Second night: Full Buffet Braai <ul style="list-style-type: none"> • Pap • Vegetables and gravy • Braai meat (Beef, wors, chicken, pork) -340 ml soft drink (1x each employee)

7.3.4 TABLE 5: RECOMMENDED DAILY ACTIVITIES SCHEDULE

Day 1	09h30-10h30: Arrival time
	Tea/Juice/Coffee and morning snack
	10h30-13h00: <ul style="list-style-type: none"> • Indoor group debriefing activities • Physical massage therapy/out-door physical activities
	13h00: Lunch (buffet) with one soft drink per person
	14h30: Out-door team building activities - debriefing session and activities
	15h30: bottled water 500ml, (still and/or sparkling water)
	16h00: Conference room – debriefing session feedback
	16h30 and check-in
18h30-20h00: Supper with one soft drink per person	



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Day 2	7h00-9h00: Full English breakfast in the restaurant/dining hall
	9h30-10h30: Indoor debriefing conference
	10h30-12h30: Individual and group therapy (10:30-12:30 outdoor activity)
	13h00-14h00: Lunch (buffet with one soft drink per person)
	14h00-15h30: wellness activity
	18h30-20h00: Supper with one soft drink per person
Day 3	7h00-9h00: Full English breakfast in the restaurant
	9h30- 11h30: wellness Activity
	11h30-13h00: Conference room – feedback and engagement session
	13h00: Lunch (buffet with one soft drink per person)
	14h00: Departure time after lunch

NB: during the evaluation, evaluators will visit the venue to assess the accommodation and the venue according to terms of reference.

7.4 Life skills and personal management

- i. The successful bidder must train the FMS staff on stress management, resilience building, substance abuse management, relationship issues, interpersonal skills, suicide and anger management.

7.5 Education and awareness - on going

- a) The successful bidder must ensure that all material bears the GDoH /FMS brand and not that of the said successful bidder and GDoH/FMS reserves the right to sign off on education and awareness material.
- b) **The successful bidder shall implement a plan with the following objectives:**
 - i. To increase the employee knowledge of EHWP and the service.
 - ii. To increase familiarity and comfort with EHWP and the service.
 - iii. To increase utilization of the programme.
 - iv. To enhance the integration of EHWP within each FMS Facility.
 - v. To maintain visibility of the EHWP programme within each FMS Facility.
 - vi. To promote health and wellness programmes that will reduce high risk destructive behaviors.



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- c) For programme awareness purposes, the successful bidder will be required to provide estimated 448 promotional materials for awareness of employee health and wellness programme services such as wallet cards, A5 Z card four-way folding and A1 posters.

i. **Wallet card:**

- Material- 076 PVC (Polyvinyl Chloride)
- Card Size-8 5.6 mm x 54 mm
- Thickness- 760 micron (std ISO credit card thickness) 460 micron
- Lamination- Glossy / Matte
- Printing- EHWP Services and online 24/7/365 toll free hotline (Telephone counselling, Face to Face counselling, Critical Incident Stress Debriefing, Life management, E-services, Managerial services, Occupational Diseases management, Injury on duty management)

ii. **A5 Z card color four-way folding**

- Cover: 85mmx54mm Glossy cover
- Insert: 234mmx300mm

iii. **A1 Posters**

- A1 colour gloss wall poster

- iv. The **A5 Z card color four-way folding** and **A1 Posters** must have the following information

1. Telephone counselling	24/7/365 toll free hotline
2. Face to Face counselling	Short term 6 sessions
3. Critical Incident Stress Debriefing	Referral for onsite trauma debriefing employees and families
4. Life management	Online financial advice, family care and legal advice
5. E-services	Access to online health and wellness services
6. Managerial services	Facilitated formal and informal managerial referrals and training
7. Occupational Diseases management	Guidance on occupational disease management
8. Training	Accredited Employee Health and Wellness Programme training
9. Injury on duty management	1. Step by step guide for employees to follow when they get injured at work as per COIDA Act



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	2. All required documents including hospitalization
10. Process on accessing the services	1. Different referral systems
11. EHWP Services	<ol style="list-style-type: none"> 1. Emotional and personal difficulties 2. Family and relationship concerns 3. Alcohol, drug and gambling abuse 4. Financial matters and legal matters. 5. Managing stress and change 6. Career issue 7. Violence and trauma 8. Chronic disease management 9. HIV and AIDS 10. General Health concerns 11. Bereavement and loss

7.6 Reporting

The successful bidder must provide business intelligent reports:

- a) To FMS Head Office, with monthly, quarterly and annual utilization reports including termination of sessions.
- b) Relevant data to departmental needs, statistics on utilization trends, and uptake of services in various facilities, impact of presenting themes and trends, value derived, and recommendations for future interventions. Benchmarking of reporting should be done according to international EAPA standards, national, provincial (Public and private) standards.
- c) The successful bidder shall provide Ad hoc reports upon request and all programmes that are implemented must be reported separately on a monthly basis.
- d) Annual review report should be provided to assess impact, performance of the contract, Return on Investment (ROI) resulting from the use of the service and to determine relevant corrective action.
- e) A sample copy of the successful bidder reporting format is to be submitted at the bidding stage. i.e. (monthly summary report, quarterly and annual utilization reports).
- f) The successful bidder is required to submit a quality assurance plan upon submission of their proposal.



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- g) GDoH reserves the right to access the successful bidder's premises as well as any documentation relevant to the services rendered to FMS and the right to audit company records specific to FMS.
- h) Any documentation pertaining to the FMS remains the property of the GDoH / FMS during and upon the expiry of the contract.
- i) Upon the expiry of the contract all FMS information must be transferred to the FMS.
- j) Successful bidder is required to provide overall FMS utilization and engagement report on a bi-annual feedback session with the executive managers.
- k) The bidder shall also provide an Ad hoc report upon request by FMS (EHWP) team.

7.7 Customer Satisfaction Survey:

- a) The successful bidder will be expected to conduct a biannual customer satisfaction survey to all FPS facilities and provide the results of the survey to FMS (EHWP) unit.
- b) All signed monthly, quarterly, annual ad hoc reports must be submitted electronically to the end user.

8. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022 in two stages:

Stage 1A: Mandatory Administrative Responsiveness

Stage 1B: Functionality Evaluation

Stage 1C: Site Visit

Stage 2: Price and Preference Points Claim

The 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R 2000 and up to a Rand value of R 50 million (with all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for specific goals points claim in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022 and the Gauteng Department of Health Preferential Procurement Policy of 2022.



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STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

All bids received will be subjected to a mandatory administrative responsiveness in line with the below requirements. Any bidder who fails to comply with any of the said mandatory criteria will be disqualified. All the SBD documents included must be read, completed, signed where applicable and submitted. All documents should be submitted in English language.

Table 6. Mandatory Administrative Compliance

Item no	Description
1.	SBD 1: Invitation to Bid
2.	SBD 4: Bidder's disclosure
3.	SBD 3.3: Professional services
4.	Annexure A: Pricing Schedule
5.	<p><u>Profession Certificate</u></p> <p>The organization should be registered with Employee Assistance Professional Association of South Africa (EAPA-SA) (bidder must provide valid certified copy certificate).</p>
6.	<p><u>Certificate/Letter of Good Standing</u></p> <p>A valid certified copy of compliance certificate or Letter of Good Standing from the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (no 130 of 1993).</p>
7.	<p><u>The letter of intent</u></p> <p>Bidder must submit a letter(s) of intent to partner with accommodation facility (lodge). A letter must be accompanied by the Proof of residents / lease agreement from the lodge and the valid copy of certificate confirming the star as graded by Tourism Grading Council of South Africa (TGCSA).</p>



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8. CVs and Qualifications of Professionals

The CVs, certified copies of qualifications and proof of registration with relevant body of the South African based Professionals must be submitted with the bid documents at the closing date and time of the bid.

Professionals	Qualification	Professional Body	Experience
1. Social Worker	4-year bachelor's degree in social work	South African Council for Social Service Professions (SACSSP)	5 years Minimum Appropriate experience
2. Clinical Psychologist	4-year bachelor's degree in psychology	Health Professions Council of South Africa (HPCSA)	5 years Minimum Appropriate experience in clinical Psychology
3. Psychiatrist	Degree qualification psychiatrist	Health Professions Council of South Africa (HPCSA)	5 years Minimum Appropriate experience
4. Occupational medical practitioner	6-year Bachelor of Medicine and Bachelor of Surgery (MBCHB) degrees	Health Professions Council of South Africa (HPCSA)	5 years Minimum Appropriate experience



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	5. Physiotherapist	4-year BSC degree (Physiotherapy)	Health Professions Council of South Africa (HPCSA)	5 years Minimum Appropriate experience
	6. Occupational therapist	3-year bachelor's degree in occupational therapy	Health Professions Council of South Africa (HPCSA)	5 years Minimum Appropriate experience
	7. Legal Advisors	B Proc/LLB Degree	Legal Practice Council (LPC)	5 years' minimum appropriate experience
	8. Financial Advisors	Degree/Advanced National Certificate in financial management	Financial Services Conduct Authority (FSCA)	3- 5 years' minimum appropriate experience
	9. Team building facilitator	Certificate of competence	N/A	3-5 years minimum of work experience
Recent Evidence must be attached of recent and valid registration with relevant professional bodies.				

If a bidder does not meet the requirements stated above, the bid will be disqualified from further evaluation.



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STAGE 1B: FUNCTIONALITY EVALUATION

Only bidders who have complied with all the mandatory administrative requirements will be evaluated for functionality.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 7.

The minimum threshold score of **45 points** for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside. The bids will be declared non-responsive and set aside if it does not meet the threshold of **45 points** for the functionality evaluation.

Note: Bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated here under.

Table 7: FUNCTIONAL EVALUATION

Criteria	Description	Points allocated
1. Company personnel	<p>Bidders must provide a business profile indicating the organogram of all the affiliated staff.</p> <ul style="list-style-type: none"> • Proof of valid professional registration for all affiliated staff to be attached except for Team building facilitator (bidder to submit a copy of competency certificate in Team building). <p>a. No submission of business profile indicating the organogram of all the affiliated staff and registration of professionals (0 points)</p> <p>NB: All of the below should come as a package = 30 points</p> <ul style="list-style-type: none"> a. 5 x Social workers, b. 5 x Clinical psychologists, c. 1x Occupational medical practitioner d. 1x Physiotherapist e. 1x Occupational therapist 	30



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	<p>f. 1 x Psychiatrist g. 2 x Legal advisors, h. 2 x Financial advisors i. 2 x Team building facilitators.</p> <p>NB: All of the below should come as a package = 20 points</p> <p>a. 4 x Social workers, b. 4 x Clinical psychologists, c. 1x Occupational medical practitioner d. 1x Physiotherapist e. 1x Occupational therapist f. 1 x Psychiatrist, g. 1 x Legal advisor, h. 1 x Financial advisor, i. 1x Team building facilitator</p>	
<p>2. Approach and methodology / implementation plan</p>	<p>Business Continuity Plan in case of emergency. Bidder to provide a file of portfolio of evidence as follows:</p> <p>Note: If a bidder did not submit any of the documentation required from “a” to “d” below the bidder will be scored (0 points)</p> <p>a. Business Continuity Plan submitted addressing anticipated disaster on turnaround plan in connectivity and in service resumption plan. (5 points)</p> <p>b. Execution plan submitted indicating how they can reduce the misconduct case based on the scope of work and the estimated staff that require the services. (5 points)</p>	<p>20</p>



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	<p>c. Awareness plan submitted on how they are going to ensure that staff is aware of their services in the FMS. (5 points)</p> <p>d. Quality management system – attach reporting templates and contents for monthly, quarterly, annually and ad-hoc submitted. (5 points)</p>	
3. Company Experience	<p>Bidders must submit a reference letter as proof of company experience. (All letters attached should be in the client’s letterhead that includes the name of the client, contact details, type of service provided and confirmation from the client whether the service was conducted satisfactorily, signed, and stamp dated by the client) from public or private institution /s in South Africa. In case a bidder is currently executing the contract, please provide a letter from the company with contact details.</p> <p>0 references = (0 points)</p> <p>1 reference = (5 points)</p> <p>2 references = (10 points)</p> <p>3 references = (15 points)</p> <p>4 references = (20 points)</p> <p>5 references = (25 points)</p>	25
TOTAL POINTS		75
MINIMUM THRESHOLD		45

STAGE 1C: DILIGENCE EVALUATION - SITE VISIT

Only bidders who have met the minimum threshold on Functionality Evaluation will be considered for Diligence Evaluation - Site Visit” The Gauteng Department of Health reserves the right to conduct bidder due diligence prior to final award of the tender.



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The Department shall establish general information of the bidders regarding their business functionality and organizational capacity and operations through site visits.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require. Bidders' sites must conform to the requirements of the Department Site Visit Record. The sites will be evaluated, as per Table 8 below. The bids will be declared non-responsive and set aside, if it does not meet the threshold of **36 points** for the site evaluation.

Table 8: SITE VISIT EVALUATION

Criteria	Description	Allocated Points
1. Power Point Presentation (maximum 30 min)	Existence of the presentation covering all the below: the presentation must talk to the Terms or reference. a. Business Profile (2 points) b. Operational Capabilities (2 points) c. Quality & Record management (2 points) d. Marketing and Communication (2 points)	8
2. Personnel file resources	Proof of the following professional staff compliment: 1. Social workers, 2. Clinical Psychologists, 3. Occupational 4. Medical Practitioner, 5. Physiotherapist, 6. Occupational Therapist, 7. Psychiatrist, 8. Legal Advisors, 9. Financial Advisors, 10. Team Building Facilitator	6



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	<p>a. Portfolio of evidence of skilled and experienced professionals employed by the bidder. (CV's and proof of registration with professional bodies) (2 points)</p> <p>b. File of Manuals Samples of previous competency manuals (that include skills development manuals with learning tools, referral processes, case assessments and case management, monitoring and evaluation) (2 points)</p> <p>c. Staff Replacement plan in case of staff shortages and sick leave (2 points)</p>	
3. Capacity to Deliver the Service	<p>a. Evidence of live call centre setup and connectivity 24/7/365 days. (4 points)</p> <p>b. Live demonstration of case management (Counselling/referral procedure) (4 points)</p> <p>c. File of call centre schedule/roster (2 points)</p> <p>d. File of CVs of call centre operators (2 points)</p> <p>e. File of quality assurance processes and referral procedures on calls and complaints that were attended including their resolution. (2 points)</p>	14
4. Customer service	<p>a. Electronic record systems for cases (2 points)</p> <p>b. Customer satisfaction rating system (2 points)</p> <p>c. Portfolio of evidence in managing unexpected consultation terminations (drop calls, walk outs and lost to follow-up. (2 points)</p>	6



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<p>5. Site visit to the lodge Venue services</p>	<p>Venue: Lodge specification for group debriefing sessions</p> <p>Lodge:</p> <ul style="list-style-type: none"> a) A tranquil secured (peaceful area, away from the main road) situated in a semi-rural area within Gauteng province. (4 points) b) 3 star or better. Bidder to provide the valid original certificate confirming the star as graded by Tourism Grading Council of South Africa (TGCSA). (2 points) c) Availability of secured parking within the premises. (2 points) d) Twenty (24) individual sleeping rooms required for each group (there will be no sharing) (2 points) e) Accommodate people with disability. (2 points) f) Large swimming pool (2 points) g) Spacious lawn for activities preferably next to the conference room that will be provided (2 points) h) Private space for one-on-one counselling /consulting room (4 points) i) Spacious conference room that will accommodate a minimum of 30 employees per group. (PA system, flip chart boards, clip chart sheets, note pads, screen for 	<p>26</p>
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	<p>projecting, projector, pens, and markers as part of the package). (2 points)</p> <p>j) The facility (dining hall) to cater for Breakfast, lunch, and supper (also serve vegan, Halaal food and vegetarians) also serve midday tea and snacks. (2 points)</p> <p>Outdoor space:(2)</p> <p>a) Suitable for physical exercises and other planned activities for team building and Swimming pool, Lapa and braai facilities. (2 points)</p>	
TOTAL POINTS		60
MINIMUM THRESHOLD		36

STAGE 2: PRICE AND SPECIFIC GOALS EVALUATION

Only bidders who have complied with all the site visit of evaluation will be considered for the price and specific goals evaluation.

The bids will be evaluated according to the 80/20 preference point system which is applicable to bids with a Rand value equal to, or above R 2000 and up to a Rand value of R 50 million (all applicable taxes included), where a maximum of 80 points will be allocated for price and maximum of 20 for specific goal in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations 5 of 2022 and the Gauteng Department of Health Preferential Procurement Policy, 2022.

Bidders are referred to the SBD 3.3 and Annexure A for pricing schedule and the SBD 6.1 for the Preference Point System. Bidders are also required to complete and submit SBD 3.2 if applicable.



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For this tender the Gauteng Department of Health applies specific goals through promoting black people owned enterprises with at least 51% ownership or enterprises with 51% ownership by black woman and promotion of enterprises located in Gauteng Province

Table 09: 80/20 Point System.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Price	80
Specific goal	20
TOTAL FOR PRICE AND SPECIFIC GOALS	100

Table 10: Specific Goals: The maximum points for this tender are allocated as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documentary Proof Required
Price	80	Annexure A, SBD 3.3 must be fully completed
Specific goal (1): The promotion of black owned enterprises with at least 51% ownership or enterprises with 51% ownership by black woman	10	1. A valid copy of affidavit or A copy of B-BBEE certificate and 2. A valid copy of CIPC registration certificate
Specific goal (2): Promotion of enterprises located in Gauteng Province	10	1. Valid copy of lease agreement or a copy current municipality bill not older than 3 months or a copy of title deed as a proof of residence in Gauteng
TOTAL FOR PRICE AND SPECIFIC GOALS	100	

Failure on the part of a bidder not 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.



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

NB: Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.

9. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file in the format, as per Table 11 below.

Table 11: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender</p> <p>All the documents included in Section 1 and 2 must be read, completed, signed where applicable and submitted. All documents should be submitted in English language.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 4: Bidder's disclosure. <p>Letter of Good Standing</p> <ol style="list-style-type: none"> 3. A valid copy of compliance certificate or Letter of Good Standing from the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (no 130 Of 1993). 4. Profession Certificate The organization should be registered with Employee Assistance Professional Association of South Africa (EAPA-SA) (bidder must provide valid copy of certificate). 5. CVs and Qualifications of Professionals The CV and qualifications of the South African based Professionals must be submitted with the bid documents at the closing date and time of the bid. Evidence of registration of professional bodies (South African Council for Social Service Professions (SACSSP), Health Professions Council of South Africa (HPCSA), a successful bidder must provide evidence that they have adequately qualified



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	<p>professionals to render mandatory services (social workers, psychologist, legal advisors and financial advisor). Recent Evidence must be attached of recent registration with relevant professional bodies. Bidder must provide valid certified copy certificate as proof of evidence.</p> <p>6. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder Online via SARS e-Filing.</p> <p>7. Central Supplier Database (CSD): A valid copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).</p>
Part 2	<p>The supporting documents of proof required for the Functionality Evaluation on Table 7 (see Evaluation Methodology) should be submitted:</p> <ol style="list-style-type: none"> Company Experience Approach and Methodology /implementation plan company capacity. Company Facilities (Scores will be based on a proof of submission) Accommodation.
Part 3	<p>Section 2: Financial Proposal of the tender. Completed Price Schedule document, referred to as Annexure A of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick.</p> <ol style="list-style-type: none"> SBD 3.2: Pricing Schedule – Non-Firm Prices (Purchases) (If Applicable) SBD 3.3: Professional services Annexure A: Price Schedule 3. SBD 6.1: Preference points claim form in terms of the PPR 2022



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SPECIAL CONDITIONS

9.1 Copyright

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorized personnel stipulated by the Gauteng Department of Health (GDoH) and the normal GDoH document control procedures are followed.

9.2 Non-Compulsory Briefing Session

Bidders are called on to attend the non-compulsory briefing session to clarify any misunderstanding or ambiguity before the proposal submission closing date. Bidders that did not attend the non-compulsory briefing session will not be penalized or disqualified.

9.3 Cession

All Cession of contracts will be implemented as per the PFMA SCM instruction No. 8 of 2022/2023.

9.4 Use of fluid correcting substances

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

9.5 Right and obligation

9.5.1 The Service Provider is required to:

- a) Conduct business in a courteous and professional manner.
- b) Ensure that all work performed, and all vehicles and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the GDoH.

9.5.2 The GDoH shall:

- a) Conduct business in a courteous and professional manner with the Service Provider.
- b) Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.



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9.6 Payment Terms

- 9.6.1** Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt.
- 9.6.2** It is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- 9.6.3** The successful Bidder should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorised order form has been received from the Gauteng Department of Health.
- 9.6.4** The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

9.7 The conditions of the bid award

- 9.7.1** The Gauteng Department of Health reserves the right to award or not to award the tender.
- 9.7.2** The bid will be awarded to the bidder whose bid scored the highest combined price and specific goals points out of 100.
- 9.7.3** The successful bidder must be tax compliant at the awarding of the tender.
- 9.7.4** Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)
- 9.7.5** Travelling distance between the service provider and the end user will be taken into consideration in the awarding of the tender.
- 9.7.6** The department of Health reserves the right to make verification of all affiliated professionals with registration bodies.

9.8 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder except for the delivery cost.

9.9 Counter conditions

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.



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9.10 Fronting

- 9.10.1** The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- 9.10.2** The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- 9.10.3** Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- 9.10.4** Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

9.11 Validity period

Bids are held to be valid for a period of ninety (90) days after the closing date. Should a bidder retract his offer without good reason, in the opinion of the Department, he may be held responsible for the cost of a possible re-tender.

9.12 Late bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

9.13 Contract period

The contract shall be for a period of three years.



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9.14 Supplier Performance Management

The performance of the preferred bidder regarding the above responsibilities shall be monitored for over the period of the contract and repeated non-conformance shall negatively affect the vendor's performance rating for current and future business and will be reported to the relevant Treasury.

9.15 Mergers, take overs and changes in supplier detail

9.15.1 Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.

9.15.2 The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of the contract or to cancel the contract.

9.15.3 A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

9.16 Pricing schedule

The bidders must complete the Price Schedule (Annexure-A) as follows:

- a. Bidders are referred to pricing schedule (Annexure-A) must be submitted in hard copy, as well as an electronic copy in format (not PDF), captured and saved on a memory stick.

Hard Copy Format:

- b. The original (hard copy) must be written clearly and legibly.

Soft Copy Format:

- c. The electronic (soft copy) must be submitted on a memory stick to the Gauteng Provincial Treasury Tender Office. The memory stick must be clearly marked with the Company Name and tender number. The electronic copy in Excel format must be used by the BEC to compile the evaluation worksheets of the bids.
- d. The Price Schedule in MS Excel format that is attached below must be completed in order to submit it in original.
- e. The bidders must also retype the Price Schedule in MS Excel format and complete it electronically.
- f. The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a memory stick and the original hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The



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Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

- g. Each original bid with the memory stick must be submitted in a separate, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope.
- h. **Tender Price**
The tender price must be clearly broken down into all the items that are included and the prices per item. The breakdown of the prices also assists if part payments have to be made.
The following prices must be submitted and indicated separately:
 - 1. A detailed quotation that indicates what items is included and showing the breakdown of prices.
 - 2. The purchase pricing schedule must be completed in full.
 - 3. The tender price must specify the standard items inclusive of all items as indicated in the ToR.
- i. The bidder must clearly distinguish the cost of the standard and the optional items in the pricing schedule, as follows.
 - 1. The total price of the services quoted.
 - 2. Optional items or services if applicable

9.17 Enquiries:

9.17.1 Technical Enquiries:

Ms. Josephine Mphushu

E-mail: Josephina.Mphushu@gauteng.gov.za

9.17.2 Administration Enquiries:

Mr. Thulani Myaka

E-mail: thulani.myaka@gauteng.gov.za

N.B. All questions regarding the specification must be submitted 5 days before the closing date of the tender.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:	
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Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.

Js General Conditions of Contract (revised July 2010)