PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	SCMU12-24/25-0003	CLOSING DATE:	26 JULY 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF COMPETENT EXTERNAL SERVICE PROVIDER TO ASSIST WITH THE 24HOUR EMPLOYEE SUPPORT PROGRAMME FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
EASTERN CAPE PROVINCIAL TREASURY					
SUPPLY CHAIN MANAGEMENT UNIT					
SHOP, NO.7 CORNER PHALO & INDEPENDENCE AVENUE					
TYAMZASHE BUILDING, BHISHO, 5605					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. P Ndaleni**	CONTACT PERSON	**Ms. B. Cain-Noveve**
TELEPHONE NUMBER	**083 737 8622**	TELEPHONE NUMBER	**060 573 4948**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**Phumla.ndaleni@ectreasury.gov.za**	E-MAIL ADDRESS	**Bridget.cain-noveve@ectreasury.gov.za**

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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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 THE BIDDER:

……………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……………………………………………………

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

DATE: ……………………………………

STANDARD BID DOCUMENT-3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of bidder... Bid number: **SCMU12-24/25-0003**

Closing Time 11:00 Closing date: 26 JULY 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY *****(ALL APPLICABLE TAXES INCLUDED)***

- Required by: ....
- At: ....

....

- Brand and model ....
- Country of origin ....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ....
- Period required for delivery ....
  *Delivery: Firm/not firm
- Delivery basis ....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of 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.

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………………
………………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………………
……………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	………………………………………………
Signature	Date
………………………………	………………………………………………
Position	Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.Eastern Cape Based Suppliers: Within Metro Municipality where the services will be performed=12 Outside the Metro Municipality where the services will be performed=8 Outside Eastern Cape=0	12	
2.Women Owned Entities: 100% owned=5 60% to 99%= 3 59% and below=2	5	
3.Youth Owned entities	2	
4.Entities owned by people with disabilities	1	
TOTAL SPECIFIC GOALS	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:...

DATE: ....

ADDRESS: ....

....

....

BID POLICIES, PROCEDURES AND STANDARD CONDITIONS

In addition to those stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

1. SUPPLIERS DATABASE

1.1 The bidder agrees that the bid/quotation will be subject to the provisions of the Centralised Suppliers Database (CSD) Policy.

1.2 The bidder confirms that the information that appears on the CSD, including the annexures with additional information, is correct and accurate, and if the information provided in this document differs from that contained in the CSD, the latter information will be deemed to be correct.

1.3 Where the bidder intentionally furnishes incorrect and/or misleading information and/or provides information that is contrary to that which has been provided for on the CSD, the quotation/bid may be rejected.

1.4 The provision of incorrect and/or misleading information, whether intentionally or not, may result in the bidder being deregistered from the CSD and restricted from doing business with the Provincial Government.

2. SUPPLY CHAIN MANAGEMENT COMPLAINTS MECHANISM

2.1 National Treasury Regulation 16A9.3 makes it mandatory for the National Treasury and each Provincial Treasury to establish a mechanism to consider complaints with regard to alleged abuses of the supply chain management framework within department/institutions. In this respect, the Provincial Treasury has established a uniform provincial policy to consider complaints, grievances and abuses of supply chain management processes.

2.2 In terms of the above, bidders may lodge a complaint for alleged abuses of the supply chain management mechanism by completing the complaint form obtainable from the Provincial Treasury's Supply Chain Management Office.

2.3 The department/institution shall follow the prescribed procedure laid out in the policy when considering complaints, grievances and abuses of the supply chain management framework.

2.4 The Uniform Provincial Policy to Consider Complaints, Grievances and Abuses of Supply Chain Management together with the Complaint Form may be obtained from the Provincial Treasury's Supply Chain Management Office, Shop No.5, Tyamzashe Building, Bhisho or accessed electronically from www.ectreasury.gov.za.

3. SPECIAL CONDITIONS OF CONTRACT (SCC)

3.1 Government's bidding procedures as prescribed by the Supply Chain Management Framework applies;

3.2 Only bidders that have met the requirements of the bid Specification/ Terms of Reference shall be considered during the adjudication process;

3.3 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS;

3.4 Copy of Companies and Intellectual Property Commission (CIPRO/ CIPC) document must be attached to the bid documents together with the share certificate of individual members/ directors;

3.5 Bidders are required to submit certified copies of Identity Documents (ID's) of owners and team members of the company as they will be subjected to vetting and used to claim points for specific goals.

3.6 The Departmental Bid Committee (DBC) and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents;

3.7 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;

3.8 No bids will be considered if submitted after closing date and time;

3.9 Bidders are not allowed to amend the standard bidding forms;

3.10 Bidders are required to fully complete and sign all the relevant ECBD Forms;

3.12 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek provision of these services at any time and is not bound to accept the lowest bid;

3.13 Incomplete or late bids, telegraphic / e-mail or faxed bids / proposals will not be accepted for consideration;

3.14 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;

3.15 Bidders must accurately cost all items/ price schedules as the wrong calculations will lead to a bid being disqualified for wrong calculations. The total price must include VAT where applicable and the Total Bid Price on the Pricing Schedule must be the same as **ECBD 3.1.**

3.16 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartley basis for Price Benchmarking (where applicable). It is available on the Departmental Website@www.ectreasury.gov.za(Circulars issued by Provincial Treasury.

3.17 Bidders who are using courier services for delivery of their bid documents/ proposals must ensure the delivery is at the correct place/ location and time as the department will not be held responsible for late or incorrect delivery point.

4 CONSORTIUMS / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services.

A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

4.1 It must be signed so as to be legally binding by all consortium members;

4.2 Companies that bid as consortiums / joint venture must submit an official signed business agreement by both parties together with the bid document. **Failure to submit the signed business agreement by both parties / members will result in disqualification;**

4.3 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

4.4 The lead member shall be the only authorized party to make legal statements, communicate with the department and receive instructions for and on behalf of any and all the members of the Consortium;

4.5 If not clearly stipulated in the agreement, a letter of authority stating which member may sign a bid document must be attached;

4.6 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS from all the affected parties and be submitted together with the bid**;**

4.7 A copy of business registration documents (CIPS/CIPRO) shall be submitted by all parties together with the share certificates of individual members/ directors;

4.8 The parties to the joint venture or consortium agreement must express in the bid proposal what aspects of the scope of the work each party would be adding value to and what percentage each parties will receive in terms of the total price quoted;

4.9 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision seek provision of these services at any time and is not bound to accept the lowest bid;

4.10 Both parties in the consortiums / joint venture are required to submit certified copies of Identity Document (ID's) of owners and team members to be used to claim points for specific goals.

4.11 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;

4.12 Bidders must accurately cost all items/price schedules as the wrong calculations will lead to a bid being disqualify for wrong calculations. The total price must include VAT, where applicable and the Total Bid Price on the Pricing Schedule must be the same as ECBD 3.1;

4.13 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartely basis for Price Benchmaking. It is available on the Departmental Website@www.ectreasury.gov.za(Circulars issued by Provincial Treasury.

TERMS OF REFERENCE

APPOINTMENT OF A COMPETENT EXTERNAL SERVICE PROVIDER TO ASSIST WITH THE 24 HOUR EMPLOYEE WELLNESS SUPPORT PROGRAMME FOR A PERIOD OF THIRTY SIX (36) MONTHS

TABLE OF CONTENT

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1. PURPOSE

The objective is to engage a service provider that will render a 24-hour wellness support service to employees of the department and to their immediate family members.

2. BACKGROUND

2.1 The Public Service Commission did a survey on the Employee Health and Wellness programmes in the public service. A report of the survey was published in 2006, after its submission and acceptance by the Minister for Public Service and Administration. Among the recommendations mentioned in the report was the transformation of Employee Assistance Programmes into Wellness Centres. Among the programmes that were recommended for provision by Wellness Centre were the following:

2.1.1. The provision of a 24-hour call centre should be provided to all civil servants. Furthermore, the 24-hour helpline would give employees and immediate family access to support without having face to face contact. It should provide for emotional support, guidance and referrals from usually highly qualified counsellors in more than one language.

2.1.2. Confidential assistance should be the main aspect of Employee Assistance Program (EAP) and wellness centres. All respondents indicated a preference for an external service provider, as it allowed them to face their problems without having to deal with emotional issues.

3. SCOPE OF WORK

3.1 The successful bidder shall be responsible for provision of the following services: -

3.1.1 Provide professional counselling services to Eastern Cape Provincial Treasury (ECPT) employees through direct counselling, telephone counselling and access to wellness advice 24 hours daily, seven days a week. A toll free line must be provided by the service provider for telephone counselling. In addition, a whatsapp number must be made available to employees for enquiry or contact purposes.

3.1.2 Referral of PT employees and/or their immediate family members to private and public health institutions if the nature of their assistance requirements falls outside the scope of the Employee Wellness Programme (EWP).

3.1.3 Assist with the maintenance of the employee's wellbeing on an ongoing process, after the employee has been released from an institution he/she would have been referred to by the successful bidder. This assistance will be in accordance with the appointed service provider's model of short term interventions.

3.1.4 Assist PT with management of absenteeism and give advice on other management related issues. This assistance will be defined within the parameters of the proposal.

3.1.5 Assist with the management of hostile situations and provide counselling for both the PT employees and their immediate families.

3.1.6 Provide life skills training workshops and programmes to line management and employees.

3.1.7 Services shall be provided to PT employees and their immediate family members who are located at the Bhisho Head Office and the six district offices located in East London, Port Elizabeth, Mthatha, Aliwal North, Queenstown and Mount Ayliff. The staff complement, as on 15 March 2024, is four hundred and fourty seven (447) employees.

3.1.8 Telephonic and face-to-face counselling services, on average, shall be provided to ten (10) employees per month. The number of employees utilising the services may therefore vary from month to month.

3.1.9. Provide face-to-face counselling services to employees and immediate family members. This will be for incidences relating but not limited to, situations such as substance abuse, stress, relationships, financial, legal, marital and family matters that may have a negative impact to a person's wellbeing and work productivity. Face-to-face includes utilisation of virtual platforms where this is the preferred mode of interaction between the employee or immediate family member and a Registered Counsellor or Psychologist. All related data / connection for virtual engagements must be supplied by the bidder and must be absorbed in the rates quoted.

3.1.10 Refer departmental employees to appropriate external resources.

3.1.11 Do critical incident stress debriefing or trauma response services.

3.1.12 HIV and AIDS counselling, education and support services.

3.1.13 Health promotion services related topics.

3.1.14 Conduct one Occupational Health and Safety (OHS) Risk assessment in the ECPT workplace.

3.1.15 Conduct a Wellness Survey annually.

4. EXPECTED DELIVERABLES

4.1 Provide the departmental employees and their immediate family members with a toll free 24 hour professional counselling and advisory support telephone line service in the language of client preference. This should include a voice message facility in order to enable a counsellor to phone the client back.

4.2 Provide the departmental employees and their immediate family members with access to short message services (sms) and whatsapp facility in order to secure access to a counselling and advisory service.

4.3 Provide Work Life Balance Management support services to employees. The envisaged support services are intended to assist the department in promoting flexibility in the work place, in order to accommodate work, personal and family related needs. These will be embodied in the life skills workshops and the counselling and advisory services provided.

4.4 At the commencement of the contract, a successful bidder and the department will be expected to formally and jointly launch the EWP to the department by making presentation about the programme.

4.5 A successful bidder must provide (ECPT) a progress report quarterly and annually on the state of wellbeing of PT employees.

4.6 At least once in every three (3) months , present a life skills training workshop or programme to line managers and employees of the department on an Employee Wellness related topic. Such a topic will be advised by the department. The following conditions apply with regard to delivery of the envisaged workshops:

4.6.1 Virtual workshops should range between one (1) and three (3) hours, with a break of at least fifteen (15) minutes

4.6.2 The length of each physical workshop must range between two (2) and four (4) hours

4.6.3 In both of the above instances, the workshops must be presented on a single day, to a group not exceeding twenty (20) individuals.

4.6.4 For the purposes of costing, bidders must provide the total cost of four (4) two-hour workshops per year in the pricing schedule (Annexure B)

4.7. Further, at least once in every three (3) months, present a health and wellness programme event. The extent and manner of participation in such event will be advised by the department. The length of the programme will range between two (2) and four (4) hours. For the purposes of costing, bidders must provide the total cost of four (4) two-hour workshops per year in the pricing schedule (Annexure B)

4.7 Bidders must arrange one (1) motivational speaker for a duration of 1 hour, for two (2) events per year. The total cost must be provided in the pricing schedule (Annexure B).

4.8. The successful bidder must conduct an OHS in the department to assess compliance in relation to the OHS Act.

4.9. The successful bidder must conduct a Wellness Survey annually

5. COMMUNICATION AND REPORTING

5.1 Provide and present a comprehensive Employee Wellness Management report to the department for decision makers on a quarterly and annual basis in order to assist strategic decisions facing the organization. The report should include information analysis in respect of work life issues, behavioural risks and the implementation and/or maintenance of successful bidder's work based or linked counselling and support services.

5.2 The representatives of both the department and the successful bidder may convene a meeting at least once quarterly to discuss matters pertinent to the delivery of the contract. Other meetings can be called by either party as considered necessary. Disbursement costs relating to participation in such meetings must be included in the bid.

5.3 The successful bidder is required to nominate a contact person or project manager with whom PT may liaise in respect of contract execution.

5.4 All prospective bidders shall have to treat all available data that may be provided at the discretion of the PT in the process of contract execution as strictly confidential and not for any form of distribution or use unless an expressed written approval is obtained from the Accounting Officer and Head of Treasury or his/her delegated authority.

5.5 The successful bidder will be required to invoice the department on a monthly or quarterly basis, in terms of an agreed payment plan.

6. TIME FRAME

The successful bidder will enter into a Service Level Agreement (SLA) with the ECPT for a period of thirty-six (36) months.

7. CONDITIONS OF THE CONTRACT

7.1 The extent of the coverage of services to be rendered and the expected delivery standards will be outlined in the SLA between the service provider and the department.

7.2 The bidder must register on Centralised Supplier Database (CSD).

7.3 The successful bidder must ensure that referrals are made to registered counselling practitioners/ Psychologists operating in localities nearest to the respective district offices, within the Province.

7.4 The successful bidder must submit a project plan indicating how the Scope of Work and Expected Deliverables as outlined in paragraph 3 and 4 above, will be executed.

7.5 The successful bidder, before commencement of service in the department, must supply to the department the names, practice numbers and qualifications of all of its network of associates who will enable it to deliver services in the various sites of the department. At least one of the associates servicing a site must be a registered Psychologist.

7.6 The bidder will be expected to attend a compulsory briefing session as communicated by the department.

8. SPECIAL CONDITIONS OF THE BID

Bidders must comply with all the requirements listed below:

8.1 Bidders must submit the following information with regards to the necessary minimum infrastructure required to render the services outlined in paragraphs 3 and 4 above:

8.1.1 Utility bill or a lease agreement reflecting the premises or offices from which business will be conducted.

8.1.2 A 24-hour toll free number for landlines and cellular phones, Whatsapp number, sms number, USSD code and email address as proof of points of contact to enable secure and confidential communication.This information will be verified during the evaluation stage of the bid.

8.2 Bidders must be registered with Employee Assistance Professional Association of South Africa (EAPA SA) as an EAP Service Provider. Certificate of active registration with EAPA SA must be attached.

8.3 Bidders must have been active in the counselling and advisory business for a minimum of four (4) years. In this respect, bidders must complete Annexure A for track record and contactable details of at least three (3) client organizations where counselling and advisory services were undertaken. Letters signed by the Chief Executive Officers or the Accounting Officers confirming the nature of each engagement and its validity period must be submitted as proof. The following requirements in respect of these engagements must be met:

8.3.1 The engagements with client organizations where counselling and advisory services were undertaken must have occurred in the past five (5) years as at the closing date of the bid.

8.3.2 In at least one client organization, the engagement must be for a minimum unbroken period of twenty four (24) months.

8.4 All key personnel that will render counselling and advisory services must be registered as follows:

8.3.1 A Psychologist, with the Health Professions Council of South Africa (HPCSA); and/or

8.3.2 A Counsellor, with the HPCSA or the South African Council for Social Service Professions (SACSSP).

As proof of valid registration with these statutory bodies, certified copies of valid / active annual registration certificates, must be submitted in respect of those registered with the HPCSA. The valid / active registration certificate and a registration card in respect of the SACSSP must be attached and valid at the time of closing of the bid

8.5 Bidders must have at least two Registered Counsellors as key personnel in its permanent establishment, of which one must be a Registered Psychologist. In this respect, the number of key personnel in the permanent establishment must be clearly indicated in the bid proposal. *CVs together with certified copies of Identity Documents and qualifications of all key personnel in the bidder's permanent establishment must be provided with the bid proposal.*

Note: Only certified copies of original documents not older than six months will be accepted and credited as authentic.

NOTE: FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS WILL RESULT IN DISQUALIFICATION OF THE BID

9. BID PRICING STRUCTURE

9.1. Bidders must submit their financial proposals on a **FIXED RATE** for the first twelve (12) months and must indicate any escalations in year 2 and 3 in the attached Pricing Schedule (**Annexure B**). Each bidder must complete and sign the Pricing Schedule. **NB: Bidders must reflect the total cost of each item service category for year 1, year 2 and year 3 in Annexure B (Pricing Schedule).**

9.2. All prices must be inclusive of VAT whether or not the bidder is registered for VAT. Where suppliers are VAT registered, all rate proposed must be VAT inclusive and presented in accordance with the stipulations of the VAT Act (Act no 89 of 1991). In the event that the bidder does not include VAT, such bidder must absorb any cost escalations, with the contractually agreed prices not allowed to increase. No payment of VAT will be made to a supplier that quoted VAT that cannot prove its VAT registration at the point of invoicing. All the above costs must be offered as a total bid price and must reflect in the ECBD 3.1. The total bid price will remain valid for the duration of the thirty-six (36) months contract.

10. POPIA STATEMENT

ECPT will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this BID, the Responsible party is "ECPT" and the Data subject is the "Respondent". ECPT will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

ECPT reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ECPT.

In responding to this bid, ECPT acknowledges that it will obtain and have access to personal information of the Respondent. ECPT agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. ECPT further agrees that in submitting any information or documentation requested in this BID, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by ECPT and/or its authorised appointed third parties.

Furthermore, ECPT will not otherwise modify, amend, or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, ECPT requires the Respondent to process any personal information disclosed by ECPT in the bidding process in the same manner

11. BID EVALUATION CRITERIA

In terms of the new Preferential Procurement Regulations (PPR) 2022, pertaining to the Preferential Procurement Policy Framework Act, (Act No.5 of 2000), responsive bids will be evaluated using 80/20 preference point system and specific goals. Eighty (80) points will be allocated for the price and twenty (20) points will be allocated for the specific goals tabulated in the table below:

PRICE AND ALLOCATION OF SPECIFIC GOALS

CRITERIA		**POINTS**
Price and Specific Goals		**80 / 20**
Price points		80 Points
Specific Goals		20 Points
Below are the Specific Goals allocated in terms of this tender:	**Number of Points**	**Proof Documentation Required to substantiate claiming of points on SBD 6.1 (Copy of the Documents MUST be certified)**

CRITERIA	**POINTS**

1 Eastern Cape Based Suppliers: Within Buffalo City Metropolitan Municipality = 12 Outside the Buffalo City Metropolitan Municipality = 8 Outside Eastern Cape - 0	12	Municipality Bill Statement/ Lease agreement / letter from the Chief/ letter form the councillor.
2. Women owned entities 100% owned = 5 60% to 99% = 3 59% and below = 2	5	Identity Documents and CIPRO/CIPC for the company Director/s
3. Youth owned entities	2	
4. Entities owned by people with disabilities	1	Confirmation from a registered medical doctor in respect of the Director/s
Total Points for Price and Specific Goals	**100**	

11.1.Note: Bidders who wish to claim points for Specific goals MUST:

(a) Complete the attached SBD 6.1

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

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

11.2. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their Specific Goals as a legal entity, provided that the entity submits their Joint Venture / Consortiums agreement with documentation specified on the table above. Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. ECPT will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12. BRIEFING SESSION

A virtual briefing and clarification session will be held on the 15 JULY 2024 @ 10H00 to clarify to bidder(s) the scope and extent of work to be executed. Attendance is highly recommended.

13. 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 practicable, be returned unopened to the Bidder(s).

14. COMMUNICATION

Should there be any enquiries, please direct them to the following:

With regard to Terms of Reference:	With regard to SCM Information
Ms B Cain-Noveve Provincial Treasury Bhisho e-mail:bridgette.cain-noveve@ectreasury.gov.za	Ms L Garishe Provincial Treasury Bhisho e-mail:lelethu.garishe@ectreasury.gov.za

14/06/2024

MR A. REDDY
CHAIRPERSON: DEPARTMENTAL BID SPECIFICATION COMMITTEE

DATE

APPROVED / ~~NOT APPROVED~~

24/06/2024

MR D. MAJEKE
HEAD OF DEPARTMENT

DATE

ANNEXURE A – BIDDERS MUST COMPLETE THE FOLLOWING TABLE INDICATING THEIR TRACK RECORDS AND REFERENCES

No.	Company / Clients Name	Contract value	Start Date of each contract (yyyy/mm/dd)	End Date of each contract (yyyy/mm/dd)	Contactable Reference		
					Name of contact persons	Work E-Mail address	Work telephone numbers
1.							
2.							
3.							
4.							
5.							

Bidders Name: ____________________ Date: ____________________

Signed by: ____________________ Signature: ____________________

ANNEXURE B: PRICING SCHEDULE

FIRM PRICES FOR A COMPETENT SERVICE PROVIDER FOR 24 HOUR EMPLOYEE WELLNESS SUPPORT PROGRAMME FOR A PERIOD OF THIRTY-SIX (36) MONTHS

NOTE:. BIDDERS MUST FACTOR ANY OTHER RELATED COSTS SUCH AS TRAVEL, DISBURSEMENTS, EQUIPMENT, ETC. IN THE SERVICE CATEGORIES 1-6 IN THE TABLE BELOW TO ACHIEVE THE SPECIFICED DELIVERABLES.

NO	SERVICE CATEGORY	FIRST 12 MONTHS	SECOND 12 MONTHS	THIRD 12 MONTHS	TOTALS
1.	Counselling and advisory services (10 X cases per month).				
2.	Four (4) X two-hour Life Skills training workshops per year				
3.	Four (4) X two-hour Health and Wellness Programmes per year				
4	Two(2) X motivational speakers per year (duration of 1hour at a time)				
5.	1X OHS Risk assessment				
6	1X Wellness Survey				
SUB-TOTAL					
VAT					
TOTAL BID PRICE					

Bidders Name: ________________________ **Date:** ________________________

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Signed by: ______________________ **Signature:** ________________

ANNEXURE C

Bidders are encouraged to complete Annexure C: Checklist as if any information is omitted, it will lead to disqualification.

ITEM	**Page no. in Bid Proposal**
Utility bill or lease agreement . (Ref paragraph 8.1.1)	
24- hour toll free number for landlines and cellular phones (Ref paragraph 8.1.2)	
Whatsapp number (Ref paragraph 8.1.2)	
USSD code (Ref paragraph 8.1.2)	
Email address (Ref paragraph 8.1.2)	
Certificate of active registration with EAPA SA (ref paragraph 8.2)	
3x Reference letters signed by the Chief Executive Officers or the Accounting Officers (Ref paragraph 8.3)	
Proof of valid registration for Pyscologist with HPCSA (Ref paragraph 8.4)	
Proof of valid registration with the HPCSA or the South African Council for Social Service Professions (SACSSP) for Counsellor. (Ref paragraph 8.4)	
CVs together with certified copies of Identity Documents and qualifications (Ref paragraph 8.5)	

Province of the
EASTERN CAPE
PROVINCIAL TREASURY

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6. BID EVALUATION CRITERIA

In terms of the new Preferential Procurement Regulations (PPR) 2022, pertaining to the Preferential Procurement Policy Framework Act, (Act No.5 of 2000), responsive bids will be evaluated using 80/20 preference point system and specific goals. Eighty (80) points will be allocated for the price and twenty (20) points will be allocated for the specific goals tabulated in the table below:

Price and Specific Goals		**80 / 20**
CRITERIA Price and B-BBEE Status Level of Contributor		**POINTS**
Price points		80 Points
Specific Goals		20 Points
Below are the Specific Goals allocated in terms of this tender:	**Number of Points**	**Proof Documentation Required to substantiate claiming of points on SBD 6.1 (<u>Copy of the Documents MUST be certified</u>)**
1. Eastern Cape Based Suppliers: • Within the Metro Municipality where the services will be performed= 12 • Outside the Metro Municipality where the services will be performed=8 • Outside Eastern Cape=0	12	Municipal Bill statement / Lease agreement / Letter from the Chief / Letter from the councilor
2. Women owned entities: • 100% owned =5 • 60% to 99% = 3	5	Identity Documents and CIPRO/CIPC for the company Director/s

• 59% and below = 2		
3. Youth owned entities	2	
4. Entities owned by people with disabilities.	1	Confirmation from a registered medical doctor in respect of the Director/s.
Total Points for Price and Specific Goals	**20**	
Grand Total: Price and Specific Goals	**100**	

Note: Bidder's who wish to claim points for specific goals must:

a) Complete the attached SBD 6.1
b) Failure on the part of tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific gaols are not claimed.
c) The organ of state reserve the right to require of a tender, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of the state.

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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 security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an 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 (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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