PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EMPLOYMENT AND LABOUR					
BID NUMBER:	LAB 02/2026	CLOSING DATE:	16 MARCH 2026	CLOSING TIME:	11:00
DESCRIPTION	**BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SCREENING SERVICES FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR`S PROJECT 20K FOR A PERIOD OF TWELVE (12) MONTHS.**				
The bidders must be registered on the Central Suppler Database(CSD) and attaché such proof (i.e. MAAA number) The successful bidder will be required to fill in and sign a written contract form (SBD7).					

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

The Department of Employment and Labour, Laboria House: Paul Kruger Street entrance (c/o Paul Kruger and Francis Baard Street)						
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						
	TCS PIN:		**OR**	CSD No:		
COMPANY CONTACT PERSON	NAMES AND SURNAME.....					

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
		TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**BIDDING INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF EMPLOYMENT AND LABOUR	**TECHNICAL CONTACT PERSON**	PRECIOUS MDLOKOVANA
CONTACT PERSON	THEMBA MASEKO BELLAH GELEBE/ BOITUMELO ZULU /	TELEPHONE NUMBER	060 975 8525
TELEPHONE NUMBER	(012) 309/4826 4084/4943	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	HQtenders@labour.gov.za
E-MAIL ADDRESS	HQtenders@labour.gov.za		

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

IMPORTANT NOTE:

Tax Compliance Status

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer`s profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

Failure to submit the required compliance information will invalidate your bid/proposal.

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

CHECKED BY BIDDER

NB!! Have the following forms been completed, signed and submitted with your proposal?

☐	SBD 1	☐	LETTER OF RESOLUTION OF SIGNATORY
☐	SBD 3.3	☐	PROPOSAL INITIALED ON EACH PAGE .
☐	SBD 4	☐	ANNEXURE A PRICING
☐	SBD 6.1	☐	ACCESS TO VERIFICATION BODIES
☐	ID Copies	☐	
☐	CSD REPORT	☐	
☐	TOTAL PRICE	☐	
☐	POPIA COMPLIANCE	☐	
☐	CIPC REGISTRATION	☐	

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: LAB 02/2026

CLOSING TIME 11:00 CLOSING DATE: 16 MARCH 2026

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

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

Bid No.: .....

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

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

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

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**

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

2.2 Do you, or any person connected with the bidder, have a relationship

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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.

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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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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.

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

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**

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price 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**

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

or

90/10

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

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)
Percentage owned by black women: Ten (10) points will be calculated to 100%, for 50% Plus ownership by black women Scale	**10**	
Historically disadvantage individual: Ten (10) points will be calculated to 100%, for 50% ownership by HDI's	**10**	

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: .....

.....

.....

.....

employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE (TOR)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SCREENING SERVICES FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR'S PROJECT 20K

1. BACKGROUND AND CONTEXT

The Department of Employment and Labour (DEL) is constitutionally and statutorily mandated to regulate South Africa's labour market and to enforce compliance with labour legislation through its Enforcement and Inspection Services (IES). As part of strengthening inspection capacity and responding to increasing service delivery demands, the Department has initiated Project 20K, a large-scale recruitment and placement initiative aimed at onboarding approximately 20 000 interns over a compressed timeframe.

Given the unprecedented scale, tight timelines, and integrity requirements associated with Project 20K, DEL has identified the need to appoint a suitably qualified external service provider to deliver comprehensive candidate screening services. This TOR gives effect to the approved business case and provides the basis for the procurement of these services through an open competitive bidding process.

2. PURPOSE OF THE TERMS OF REFERENCE

The purpose of this Terms of Reference is to invite bids from experienced and capable service providers to provide end-to-end screening and verification services for candidates identified for placement under Project 20K, for a period of twelve (12) months. The appointed service provider will support DEL in ensuring that only eligible, suitably qualified, and compliant candidates are appointed, in line with legislative, governance, and ethical requirements.

3. OBJECTIVES OF THE ASSIGNMENT

The objectives of this assignment are to:

- Ensure the integrity, credibility, and compliance of Project 20K appointments.
- Enable timely onboarding of interns through efficient and scalable screening processes.
- Mitigate risks related to fraud, misrepresentation, and non-compliance.
- Complement internal DEL capacity through specialised expertise and technology-enabled screening solutions.

4. SCOPE OF WORK

The successful bidder will be required to provide comprehensive screening and verification services for Project 20K candidates, including but not limited to the following:

4.1 Mandatory Screening Services

The service provider must conduct the following verifications for each candidate:

- **Citizenship Verification**: Confirmation of South African citizenship status through the Department of Home Affairs.
- **Matric Certificate Verification**: Validation of National Senior Certificate credentials via Umalusi.
- **Tertiary Qualification Verification**: Verification of qualifications obtained from South African and/or foreign institutions through the South African Qualifications Authority (SAQA).
- **Criminal Record Checks**: Obtaining clearance certificates and confirming the absence of disqualifying criminal records.
- **Public Service Internship Verification**: Confirmation of prior participation in public service internships.

4.2 Operational and Reporting Requirements

In addition to the above, the service provider will be required to:

- Perform all verifications in compliance with applicable legislation, including data protection and confidentiality requirements.
- Meet strict turnaround times as agreed in the Service Level Agreement (SLA).
- Provide regular progress and exception reports to DEL, including detailed outcomes of each screening check.
- Collaborate with DEL's HR, project management, and ICT teams to ensure seamless integration into the recruitment workflow.
- Respond timeously to queries and requests for clarification arising during the screening process.

5. DURATION OF THE CONTRACT

The contract will be awarded for a fixed period of twelve (12) months from the date of commencement, with the possibility of extension subject to DEL's operational requirements and performance of the service provider.

6. DELIVERABLES

The expected deliverables include, but are not limited to:

- Individual screening reports per candidate, covering all required verification areas.
- Consolidated weekly and monthly progress reports.
- Exception and risk reports highlighting discrepancies, non-compliance, or concerns.
- Final close-out report two weeks after the end of the contract period.

7. SERVICE LEVEL AGREEMENT

A detailed Service Level Agreement will be concluded with the successful bidder, setting out:

- Turnaround times per screening category.
- Quality standards and accuracy thresholds.
- Reporting frequency and formats.
- Escalation mechanisms for delays or disputes.
- Penalties for non-performance or missed deadlines.

8. GOVERNANCE, CONFIDENTIALITY AND COMPLIANCE

The service provider will be required to:

- Comply with all applicable legislation, including the Protection of Personal Information Act (POPIA).
- Enter into confidentiality and non-disclosure agreements with DEL.
- Ensure secure handling, storage, and transmission of personal and sensitive information.
- Subject its processes to audit and oversight by DEL, where required.

9. SKILLS, EXPERIENCE AND CAPACITY REQUIREMENTS

Bidders must demonstrate:

- Proven experience in screening and verification services.
- Access to relevant statutory verification bodies and systems.
- Adequate human, technical, and operational capacity to process high volumes within tight timelines.
- Quality assurance and risk management frameworks.

10. EVALUATION AND SELECTION CRITERIA

10.1. The Department of Employment and Labour has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

PHASES	DESCRIPTION	APPLICABLE FOR THIS BID
Phase 1	Administrative Requirements	YES
Phase 2	Mandatory Requirements	YES
Phase 3	Evaluation on Functionality	YES
Phase 4	Evaluation on Price and Specific Goals	YES

N.B: The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

10.1.1 PHASE 1 - ADMINISTRATIVE REQUIREMENTS

If the Bidder failed to comply with any of the administrative requirements, or if Department of Employment, is unable to verify whether the administrative requirements are met, then the Department reserves the right to:
Accept the bid for evaluation, on condition that the bidder must submit within seven (7) working days, any supplementary information to achieve full compliance.

(a) Bidders should be registered with the Central Supplier Database CSD of which failure to do so may lead to disqualification during award. Service providers are requested to attach their latest detailed CSD report upon submission of their bid.

(b) Bidders should submit completed and signed Standard Bidding Documents (SBD forms).

(c) Bidders should submit ID copies of company directors at the point of submission.

(d) A resolution letter from the Board of Directors for authority of signatory with the ID number of the appointee should be submitted with the bid (copy of ID of authorized appointee should be attached).

(e) No late bids shall be accepted.

(f) Bids should be held valid for a period of **90 days** from the closing date of the advert.

(g) Bidders should attach a CIPC registration documents administrative

10.1.2. PHASE 2: MANDATORY REQUIREMENTS

If the Bidder failed to comply with any of the mandatory requirements, or if Department of Employment, is unable to verify whether the mandatory requirements are met, then the Department reserves the right to:
Reject/Disqualify the bid and not evaluate it further.

(a) The total bidding price must be written correctly and in full on all required SBD forms.
(b) Proof of POPIA compliance framework or data protection policy.
(c) An affidavit confirming access to statutory verification bodies (e.g. DHA, Umalusi, SAQA, SAPS, PERSAL, etc.).

10.1.3. **PHASE 3: EVALUATION ON FUNCTIONALITY**

NB: (BIDDERS MUST SCORE 70/100 POINTS OR MORE IN ORDER TO QUALIFY TO MOVE TO THE THIRD PHASE OF EVALUATION)

10.1.3.1. Scoring Scale (Standardised)

Each criterion must be scored using the following scale:

Score	Evidence Threshold
0	No evidence submitted
1	Evidence submitted but does not meet minimum requirement
3	Minimum requirement met
5	Minimum requirement met and exceeded as defined below

No other scores are permitted.
This eliminates discretionary scoring.

10.1.3.2. Functionality Evaluation Criteria (100 Points)

<table>
<tr><th>Criterion</th><th>(Scoring Criteria)</th><th>Weight (%)</th></tr>
<tr><td>Technical Approach and Methodology

<u>Mandatory Element 1:</u> End-to-End Screening Workflow

Required Evidence:

A documented process flow diagram or narrative covering:
• Candidate intake
• Verification steps per screening type
• Exception handling
• Final clearance and reporting

<u>Mandatory Element 2:</u> Quality Assurance and Validation Controls

Required Evidence:

Description of quality checks applied to screening outputs, including:
• Verification validation steps
• Error detection and correction process
• Internal review or sign-off mechanism

<u>Mandatory Element 3:</u> Workflow Integration with DEL Processes</td><td><table><tr><th>Score</th><th>Evidence Required</th></tr><tr><td>0</td><td>No methodology document submitted or less than three mandatory elements adequately documented</td></tr><tr><td>1</td><td>Methodology submitted including three mandatory elements and adequately documented.</td></tr><tr><td>3</td><td>Methodology submitted including four mandatory elements and adequately documented.</td></tr><tr><td>5</td><td>All mandatory elements present and adequately documented.</td></tr></table></td><td>25</td></tr>
</table>

Required Evidence: Explanation of how the screening process integrates with DEL's recruitment workflow, including: • Data submission and receipt • Communication of outcomes • Alignment to onboarding timelines **<u>Mandatory Element 4:</u>** **Turnaround Time Commitments** **Required Evidence:** Defined turnaround times per screening category (for example, criminal record, qualification verification). • Method used to track and report turnaround performance. **<u>Mandatory Element 5:</u>** **Exception and Escalation Management** **Required Evidence:** Documented process for: • Handling failed, delayed, or disputed screenings • Escalation points and response timelines • Resolution and close-out tracking		

<table>
<tr>
<td>Relevant Experience and Track Record

Provide letters from minimum 3 previous clients that are contactable demonstrating similar scope of work. The letter must have (criteria):

• Letterhead
• Scope and duration of contract / service
• Signature</td>
<td><table>
<tr><th>Score</th><th>Evidence Required</th></tr>
<tr><td>0</td><td>No letters provided or letters provided do not contain similar scope of work.</td></tr>
<tr><td>1</td><td>One letter provided which meets the criteria defined</td></tr>
<tr><td>3</td><td>Three letters provided which meets the criteria defined</td></tr>
<tr><td>5</td><td>Four or more letters provided which meets the criteria defined</td></tr>
</table></td>
<td>25</td>
</tr>
<tr>
<td>Capacity and Scalability

<u>Mandatory Element 1: Human Resource Capacity</u>

Required Evidence:

• Project organogram specific to this contract.
• Number of staff allocated per role (not CVs only).
• Clear identification of key roles responsible for screening delivery, quality assurance, and contract management.

<u>Mandatory Element 2:</u>
Operational Throughput Capacity

Required Evidence:

• Stated daily and weekly screening throughput</td>
<td><table>
<tr><th>Score</th><th>Capacity and Scalability Outcome</th></tr>
<tr><td>0</td><td>No capacity information submitted</td></tr>
<tr><td>1</td><td>One mandatory element submitted and adequately documented.</td></tr>
<tr><td>3</td><td>Two mandatory elements submitted and adequately documented.</td></tr>
<tr><td>5</td><td>All mandatory elements submitted and adequately documented.</td></tr>
</table></td>
<td>25</td>
</tr>
</table>

<table>
<tr>
<td>capacity per screening type.
• Assumptions used to calculate capacity (for example, cases per staff member per day).

<u>Mandatory Element 3: Scalability and Surge Capacity Plan</u>

Required Evidence:
• Documented surge plan indicating:
o Additional resources available
o Time required to activate surge capacity
o Controls to maintain quality during scale-up

<u>Mandatory Element 4: Business Continuity and Risk Mitigation</u>

Required Evidence:
• Business continuity plan relevant to screening operations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting and Governance

<u>Mandatory Element 1: Reporting Framework and Frequency</u></td>
<td><table>
<tr><th>Score</th><th>Capacity and Scalability Outcome</th></tr>
<tr><td>0</td><td>No reporting or governance documentation submitted</td></tr>
</table></td>
<td>25</td>
</tr>
</table>

<table>
<tr>
<td>Required Evidence:

Defined reporting framework covering:

• Weekly, and monthly reporting cycles (where applicable)

• Performance against agreed SLAs

<u>Mandatory Element 2: Governance Structure and Accountability</u>
Required Evidence:
• Governance structure showing:
○ Contract manager
○ Quality assurance oversight
○ Decision-making authority
• Defined roles and responsibilities for governance and reporting.

<u>Mandatory Element 3: Performance Monitoring and Escalation Mechanism</u>
Required Evidence:
• Description of performance monitoring process, including:
○ SLA tracking
○ Breach identification
○ Escalation paths and response timelines</td>
<td>
<table>
<tr><td>1</td><td>One mandatory element submitted and adequately documented.</td></tr>
<tr><td>3</td><td>Two mandatory elements submitted and adequately documented.</td></tr>
<tr><td>5</td><td>All mandatory elements submitted and adequately documented.</td></tr>
</table>
</td>
<td></td>
</tr>
<tr><td>Total</td><td></td><td>100</td></tr>
</table>

A minimum threshold of 70 points out of 100 for functionality must be achieved to proceed to price and preference evaluation.

10.1.4. PHASE 4: EVALUATION ON PRICE AND SPECIFIC GOALS

According to the Preferential Procurement Regulations, 2022. The applicable preference point system for this tender is the **80/20** preference point system. The points for Price and Specific Goals will be consolidated as follows:

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

POINTS AWARDED FOR PRICE: THE 80/20 PREFERENCE POINT SYSTEM:

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

$$Ps = 80(1 - (Pt - Pmin)/(Pmin))$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS:

A maximum of 20 points is allocated for **Specific goals** for the tender and points claimed are indicated per Table 1 below:

Note to tenderers: ***The tenderer must indicate how they claim points for each preference points system, where 100% ownership receives the maximum points and any ownership less than that is allocated the apportioned (pro rata) points calculated accordingly from that maximum.***

Table 1

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage Ownership of Equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women (Points will be apportioned based on women percentage ownership)	5		
Promotion of SMME's	6		

HDI	4		
Disabled	3		
Locality	2		
Total points	**20**		

Note to tenderers: *The tenderer must indicate the percentage/points they are claiming for each Specific Goal and indicate the total (Tenderer to complete all areas coloured in grey).*

Tenderers who wish to claim points in terms of table 1 above must provide proof for each point claimed as guided below:

- **Women:** Attach a copy of Identity Document (ID) and company registration document.
- **Promotion of SMME's:** Attach copy of detailed Central Suppliers Database (CSD) report indicating annual turnover of Ten Million Rand (R10 000 000-00) or less.
- **HDI:** Attach a copy of Identity Document (ID) and company registration document.
- **Disabled:** Attach a certified copy or original Doctors letter confirming the disability.
- **Locality:** Attach latest municipal bill (within 3 months), valid lease agreement and permission to occupy in the name of business, as proof of business location within the clusters.

11. PRICING AND PAYMENT TERMS

Bidders must submit a detailed pricing schedule aligned to the scope of work. Payments will be linked to verified deliverables and milestones as set out in the contract and SLA.

The contract will be a fixed-term, deliverables-based contract for a period of twelve (12) months. Any extension will be subject to DEL approval and satisfactory performance.

12. PRICING INSTRUCTIONS

- Pricing must be submitted in South African Rand (ZAR), inclusive of all costs.
- Pricing must be structured on a per-candidate, per-verification basis and include any technology, administration, and reporting costs for 20 000 candidates.
- No additional charges will be entertained outside the approved pricing schedule.

12.1. Milestone Schedule and Payment Allocation

Milestone	Payment %
Mobilisation & Readiness	15%
Initial Screening Batch	25%
Peak Volume Delivery	35%
Close-Out & Audit Pack	25%
Total	100%

12.2. Milestone 1: Contract Mobilisation and Readiness
Payment: 15% of total contract value

Deliverables:

- Signed SLA and implementation plan.
- Confirmation of system access and statutory verification integrations.
- Data security and POPIA compliance confirmation.
- Mobilised project team and governance structure.
- Reporting templates and dashboards approved by DEL.

Payment Trigger:

- Formal acceptance of mobilisation report by DEL Project Manager.

12.3. Milestone 2: Initial Screening Batch Completion
Payment: 25% of total contract value

Deliverables:

- Completion of screening for first agreed tranche of candidates (for example, 25–30% of projected volume).
- Individual screening reports submitted and validated.
- Exception and discrepancy register.
- Performance report against SLA turnaround times.

Payment Trigger:

- Written confirmation by DEL that screening outputs are complete, accurate, and auditable.

12.4. Milestone 3: Peak Volume Screening Completion
Payment: 35% of total contract value

Deliverables:

- Completion of bulk screening for remaining core candidate volumes.

- Updated consolidated screening database.
- Weekly SLA compliance reports.
- Evidence of surge capacity and sustained turnaround performance.

Payment Trigger:

- Acceptance of bulk screening outputs and confirmation that SLA targets were met.

12.5. Milestone 4: Close-Out, Audit Pack and Knowledge Transfer
Payment: 25% of total contract value

Deliverables:

- Final screening close-out report.
- Complete audit trail and verification evidence pack.
- Reconciliation of screened volumes vs invoices.
- Lessons-learned and process improvement report.
- Formal sign-off by DEL.

Payment Trigger:

- Final acceptance certificate issued by DEL.

13. AUDIT AND RISK

To mitigate audit, legal, and operational risks, the following controls are explicitly built into this TOR:

15.1 Turnaround Time Risk

- Turnaround times will be contractually defined per verification type in the SLA.
- Penalty clauses will apply for systemic or repeated failure to meet agreed timelines.
- Weekly performance dashboards will be required to support oversight and early escalation.

15.2 Scalability and Volume Risk

- Bidders must demonstrate proven capacity to process high volumes (minimum threshold to be confirmed in the bid) without degradation of quality.
- DEL reserves the right to adjust volumes within the contract ceiling without renegotiating unit pricing.
- The service provider must maintain surge capacity for peak onboarding periods.

15.3 Accountability and Governance Risk

- All screening outcomes must be traceable, auditable, and supported by source verification evidence.
- DEL retains full ownership of data and screening outcomes.
- The service provider will be subject to internal and external audit processes, including AGSA review where applicable.

15.4 Data Protection and Reputational Risk

- Mandatory POPIA compliance and secure data handling protocols apply.
- Any data breach or material non-compliance must be reported to DEL within 24 hours.
- DEL reserves the right to terminate the contract for material breaches.

14. GENERAL CONDITIONS

- DEL reserves the right not to appoint any bidder.
- DEL may cancel or amend this tender process at any stage.
- All costs incurred in the preparation and submission of bids shall be borne by the bidder.
- Any award made to a bidder(s) under this bid is conditional, amongst others, upon –
    - The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Employment and Labour is prepared to enter into a contract with the successful bidder (s).
    - The bidder submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the bidder.

ANNEXURE A

PER-UNIT PRICING GUIDE

(Mandatory Pricing Schedule – Revised)

1. Pricing Instructions (Non-Negotiable)

Bidders must complete the pricing schedule below in full.

- All prices must be quoted in **South African Rand (ZAR)**.
- Prices must be **fixed for the full contract period**.
- **All costs must be embedded in the unit price**, including:
  - Case management and administration
  - Quality assurance and validation
  - Reporting and dashboards
  - Exception handling
  - Governance and contract management
  - Systems, licences, and overheads
- No additional or separate fees will be permitted.
- Incomplete or conditional pricing will render the bid **non-responsive**.

2. Per-Unit Pricing Schedule

(All-Inclusive Unit Prices)

Section A: Mandatory Screening Services (All-Inclusive)

Item No.	Screening Service	Estimated Volume	Unit Price (ZAR)	Total Price (ZAR)
A1	Citizenship Verification (DHA)	20 000		
A2	Matric Certificate Verification (Umalusi)	20 000		
A3	Tertiary Qualification Verification (SAQA / Foreign Equivalence)	20 000		
A4	Criminal Record Check (SAPS)	20 000		
A5	Public Service Internship Verification (PERSAL)	20 000		

Subtotal Section A: R _____

Unit prices must include **end-to-end processing**, from intake to final reporting and audit-ready output.

3. Once-Off Costs (Limited and Controlled)

Section B: Mobilisation and Close-Out (Once-Off)

Item No.	Description	Unit	Price (ZAR)
B1	Project Mobilisation and Systems Setup	Once-off	
B2	Final Audit Pack and Close-Out Reporting	Once-off	

Subtotal Section B: R _____

4. Total Bid Price Summary

Description	Amount (ZAR)
Total Section A	
Total Section B	
Total Contract Price (Excl. VAT)	
VAT (if applicable)	
Total Contract Price (Incl. VAT)	

5. Pricing Controls and Conditions

- DEL may adjust estimated volumes within the contract ceiling without renegotiation of unit prices.
- Payments will be made only for **verified and accepted screening outputs**.
- Invoices must reconcile unit volumes against approved reports.
- Unbalanced or artificially low unit pricing may result in disqualification.

6. Declaration by Bidder

We confirm that all operational, administrative, reporting, quality assurance, and governance costs are fully included in the unit prices quoted above.

Bidder Name: _____

Authorised Signatory: _____

Date: _____

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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

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.