REQUEST FOR BID (RFB)

The Department of Justice and Constitutional Development invites all interested parties to submit bids for requirements as stipulated below:

DOCUMENT NUMBER:	**5/3/7-RFB 2021 06**
RFB ISSUE DATE:	**30 July 2021**
RFB CLOSING TIME AND DATE:	**13 August 2021 @ 11h00am**
RFB VALIDITY PERIOD:	**90 Days (from RFB closing date)**
DESCRIPTION:	**Appointment of a service provider for the rendering of Employee Health and Wellness services to the Department of Justice and Constitutional Development, the National Prosecuting Authority and the Magistrate Commission.**
PERIOD:	**Three (3) years**
BRIEFING SESSION:	**Due to Covid 19 measure no briefing session will be held for this tender. Interested bidders are encouraged to send their inquiries pertaining to this bid by e-mail to SCM@JUSTICE.GOV.ZA not later than 03 August 2021. Feedback to be published on the Departmental website on the 06 August 2021.**
RESPONSES TO THIS RFB SHOULD BE FORWARDED TO:	**Physical Address for Hand Delivery:** **The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001**
ENQUIRIES:	**E-Mail Address: scm@justice.gov.za**

Mhakwane
29/07/2021

Contents

SECTION 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT					
BID NUMBER:	5/3/7-RFB 2021 06	CLOSING DATE:	13 August 2021	CLOSING TIME:	11h00am
DESCRIPTION	Appointment of a service provider for the rendering of Employee Health and Wellness services to the Department of Justice and Constitutional Development, the National Prosecuting Authority and the Magistrate Commission.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT MOMENTUM BUILDING, 329 PRETORIUS STREET, DOJCD) PRETORIA CENTRAL					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	SCM@justice.gov.za	E-MAIL ADDRESS	SCM@justice.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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 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.

SECTION 2
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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

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

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………………………

SECTION 3 - SCM PRE-QUALIFICATION IN TERMS OF REVISED PPR 2017

DOCUMENTS THAT MUST BE SUBMITTED FOR SCM PRE-QUALIFICATION IN TERMS OF REVISED PPR 2017

DOCUMENT THAT MUST BE SUBMITTED AS PART OF SCM PRE EVALUATION	DOCUMENTS TO BE SUBMITTED	
INVITATION TO BID – SBD 1	YES	• Complete and sign the supplied pro forma document
DECLARATION OF INTEREST – SBD 4	YES	• Complete and sign the supplied pro forma document
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017-SBD 6.1		• Complete and sign the supplied pro forma document
DECLARATION OF BIDDER'S PAST SCM PRACTICES – SBD 8	YES	• Complete and sign the supplied pro forma document
CERTIFICATE OF INDEPENDENT BID DETERMINATION – SBD 9	YES	• Complete and sign the supplied pro forma document
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	YES	• The bidder must be registered on the Central Supplier Database (CSD). If your institution is not registered, please proceed to complete the registration of your company prior to submitting your Bid. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit a recent detailed proof of CSD report.
GOOD STANDING ON TAX AFFAIRS	YES	• The bidder must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.
COMPLIANCE TO PREFERENTIAL PROCUREMENT REGULATION OF 2017	YES	• Preference will be given to bidders with the QSE and EME status.

SECTION 4: STANDARD BID DOCUMENTS (SBD'S)

SBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   1.1 the bidder is employed by the state; and/or

   1.2 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Full Name of bidder or his or her representative:	
Identity number	
Position occupied in the Company director, trustee, shareholder[2], member):	
Registration number of company, enterprise, close corporation, partnership agreement or trust:	
Tax Reference Number:	
VAT Registration Number	

3. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

[1]"State" means – (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); (b) any municipality or municipal entity; (c) provincial legislature; (d) national Assembly or the national Council of provinces; or (e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Are you or any person connected with the bidder presently employed by the state? If so, furnish the following particulars:	**YES**	**NO**

Name of person / director / trustee / shareholder/ member: ______________________

Name of state institution at which you or the person connected to the bidder is employed : ______________________

Position occupied in the state institution: ______________________

Any other particulars: ______________________

____

____

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	**YES**	**NO**

If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid. If no, furnish reasons for non-submission of such proof	**YES**	**NO**

____

____

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? If so, furnish particulars:	**YES**	**NO**

____

____

Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars:	**YES**	**NO**

____

____

Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars:	YES	NO

____

____

____

Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

I, THE UNDERSIGNED

(NAME)……………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 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 bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..............................%
ii) The name of the sub-contractor…………………………………………………..
iii) The B-BBEE status level of the sub-contractor...............................……………..
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: …………………………………………………………………….

8.2 VAT registration number: ……….. …………………………………………………………

8.3 Company registration number: ………………………………………………………………

8.4 TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business: ………………………………

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.	....
2.	SIGNATURE(S) OF BIDDERS(S)
	DATE: ....

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any service provider may be disregarded if that bidder, or any of its directors have:

   3.1. abused the institution's supply chain management system;

   3.2. committed fraud or any other improper conduct in relation to such system; or

   3.3. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes	No

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………………	……………………………
Signature	Date
…………………………………………	……………………………
Position	Name of Bidder

SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
2. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   - 2.1. disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   - 2.2. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

1. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: (Bid Number and Description)	
in response to the invitation for the bid made by: (Name of Institution)	**DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT**
do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of (Name of Bidder)	

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

5.1. has been requested to submit a bid in response to this bid invitation;

5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. 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[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   7.1. prices;

   7.2. geographical area where product or service will be rendered (market allocation)

   7.3. methods, factors or formulas used to calculate prices;

   7.4. the intention or decision to submit or not to submit, a bid;

   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or

   7.6. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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.

______________________	______________________
Signature	**Date**
______________________	______________________
Position	**Name of bidder**

GCC - GENERAL CONDITIONS OF CONTRACT (GCC)

GCC FOR GOVERNMENT PROCUREMENT

NOTES

The purpose of this document is to:

- Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- 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**

1.1. The following terms shall be interpreted as indicated:

1.2. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.3. "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.

1.4. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.5. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.6. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.7. "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.

1.8. "Day" means calendar day.

1.9. "Delivery" means delivery in compliance of the conditions of the contract or order.

1.10. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.11. "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.

1.12. "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.

1.13. "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.

1.14. "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.

1.15. "GCC" means the General Conditions of Contract.

1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. "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.

1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site," where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

1.25. "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.

1.26. "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, information and 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 as 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:

7.4. 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

7.5. A cashier's or certified cheque

7.6. The performance security will be discharged by the purchaser and returned to the supplier no 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 analysed 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.

8.9. 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.

8.10. 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.

9. Delivery and documents

9.1. 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.

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

10. Insurance

10.1. 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.

11. Transportation

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

12. Incidental services

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

12.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

12.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;

12.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

12.1.4. 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

12.1.5. 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.

12.2. 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.

13. Spare parts

13.1. 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:

13.1.1. 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

13.1.2. In the event of termination of production of the spare parts:

13.1.3. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

13.1.4. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14. Warranty

14.1. 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.

14.2. 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.

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

14.4. 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.

14.5. 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.

15. Payment

15.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

15.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

15.3. 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.

15.4. Payment will be made in Rand unless otherwise stipulated in SCC.

16. Prices

16.1. 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.

17. Contract amendments

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

18. Assignment

18.1. 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.

19. Subcontracts

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

20. Delays in the supplier's performance

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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

21. Penalties

21.1. 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.

22. Termination for default

22.1. 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:

22.1.1. 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;

22.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or

22.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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.

22.3. 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 ten (10) years.

22.4. 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.

22.5. 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.

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

22.6.1. The name and address of the supplier and / or person restricted by the purchaser;

22.6.2. The date of commencement of the restriction

22.6.3. The period of restriction; and

22.6.4. The reasons for the restriction.

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

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

23. Anti-dumping and countervailing duties and rights

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

24. Force Majeure

24.1. 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.

24.2. 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.

25. Termination for insolvency

25.1. 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.

26. Settlement of Disputes

26.1. 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.

26.2. 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.

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

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

26.5. Notwithstanding any reference to mediation and/or court proceedings herein, 26.6. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

26.7. The purchaser shall pay the supplier any monies due the supplier.

27. Limitation of liability

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

27.2. 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

27.3. 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.

28. Governing language

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

29. Applicable law

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

30. Notices

30.1. 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.

30.2. 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.

31. Taxes and duties

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

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

31.3. 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.

32. National Industrial Participation (NIP) Programme

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

33. Prohibition of Restrictive practices

33.1. 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).

33.2. If a service provider (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.

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

SECTION 5: BID REQUIREMENTS AND SPECIAL BID CONDITIONS

1. Definitions

1.1. *"and/or"* - means the bidder must offer both but the Department may select one or both of the options.

1.2. *"Department" – means the Department of Justice and Constitutional Development.*

1.3. *"DoJ&CD" - means the Department of Justice & Constitutional Development.*

1.4. *"SSA" – means the State Security Agency*

1.5. *"PPPF" – means Preferential Procurement Policy Framework*

1.6. *"RFB" – means Request For Bid. In this document, RFB and "bid" is used interchangeably and shall have the same meaning and effect.*

1.7. *"Receiving party" – any legal recipient of this document*

1.8. *"Validity Period" – means 90 days commencing from the RFB closing date. This date could be extended by agreement between DoJ&CD and the Bidders.*

2. Confidential information disclosure notice

2.1. This document contains confidential information that is the property of the Department of Justice & Constitutional Development (DoJ&CD). This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

2.2. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the DoJ&CD.

2.3. All copyright and Intellectual Property herein vests with DoJ&CD.

2.4. For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

2.5. The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of DoJ&CD (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

2.6. The receiving party shall take all such steps as may be reasonably necessary to prevent DoJ&CD's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, DoJ&CD shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

2.7. Any documentation, software or records relating to confidential information of DoJ&CD, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

2.7.1. Shall be deemed to form part of the confidential information of DoJ&CD;

2.7.2. Shall be deemed to be the property of DoJ&CD;

2.7.3. Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

2.7.4. Shall be surrendered to DoJ&CD on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

2.7.5. It is a condition of this bid that the taxes of the successful bidder must be in order, for the full and uninterrupted duration of the contract, anything seemingly to the contrary the Department reserve the right to cancel the contract.

3. Bidder Queries

3.1 Any bidder who has reasons to believe that this specification is written in such a manner that it favours any organisation, must inform the Department in writing, stating reasons for believing such, before the clarification questions closing date.

4. Bid specifications legal review

4.1 Any bidder who has reasons to believe that any clause of this specification is in conflict with any applicable legislation in the Republic of South Africa, must inform the Department in writing, stating reasons for believing such (quoting applicable legislation & clauses), before the clarification questions closing date.

5. News and press releases

5.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with DoJ&CD.

6. Precedence of documents

6.1 This RFB consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence;

6.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that DoJ&CD may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by DoJ&CD; and

6.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of DoJ&CD as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of DoJ&CD in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

7. Queries

7.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to SCM@justice.gov.za

7.2 Under no circumstances may any employee within DoJ&CD, Magistrate Commission and the NPA be approached for any information. Any such action may result in a disqualification of a response submitted in competition to the RFB.

7.3 DoJ&CD reserves the right to place a received query and it's corresponding response thereto, on its website, or a website that it has officially selected for such correspondence.

8. Language

All correspondence for this bid shall be in English.

9. Gender

Any word implying any gender shall be interpreted to imply all other genders.

10. Headings

Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF EMPLOYEE HEALTH AND WELLNESS SERVICES TO THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, THE NATIONAL PROSECUTING AUTHORITY AND THE MAGISTRATE COMMISSION FOR A PERIOD OF THREE YEARS

1. PURPOSE

Appointment of a service provider for the rendering of Employee Health and Wellness services to the Department of Justice and Constitutional Development, the National Prosecuting Authority and the Magistrate Commission for a period of three years.

2. BACKGROUND

DoJ&CD has two main constitutional mandates which are as follows: firstly, to provide a framework for the effective and efficient administration of justice; and secondly, to promote Constitutional Development through the development and implementation of legislations and programmes that seek to advance and sustain the Constitution and the rule of law. This is achieved through the implementation of programmes that deepen and nurture our constitutional democracy. In order to achieve its mandate DoJ&CD provides the following programmes:

1. State Attorney;
2. State Law Advisor;
3. Court Services;
4. Masters;
5. Legislative Development; and
6. Family Advocates

NPA as a programme of DoJ&CD is mandated to provide prosecution services in the Lower and Higher Courts in all nine provinces. It is also composed of specialized business units which are: Priority Litigation; Specialized Commercial Crime; Sexual Offences and Community Affairs, Witness Protection Unit and Special Investigating Unit.

The mandate of the Magistrates Commission (MC) is as follows:

a) To ensure that the appointment, promotion, transfer or discharge of, or disciplinary steps against, judicial officers in the lower courts take place without favour or prejudice, and that the applicable laws and administrative directions in connection with such action are applied uniformly and correctly;
b) To ensure that no influencing or victimization of judicial officers in the lower courts takes place;
c) To endeavor to promote the continuous training of judicial officers in the respective lower courts and to make recommendations in regard thereto to the Minister;
d) To compile a code of conduct for judicial officers in the lower courts;
e) To advise the Minister and to make recommendations to him or her regarding the administrative matters applicable to magistrates, including proposals regarding legislation purporting to regulate the conditions of service and relevant matters regarding magistrates, separately;
f) To carry out investigations and make recommendations to the Minister regarding the suspension of magistrates;
g) To advise the Minister or to make recommendations to him or her regarding the requirements for appointment and the appointment of judicial officers in the respective lower courts; and
h) To advise the Minister or to make recommendations to him or her or to report to the Minister for the information of Parliament regarding any matter which, in the opinion of the Commission.

Modern organisations have established that healthy employees are critical to deliver services, to meet organisational objectives. It is on this basis that the DoJ&CD, Magistrates Commission and NPA recognize employees as the best assets for the organization. It is estimated that the total estimated combined employee population for this bid is 22 000 and is distributed as follows:-

- DoJ&CD: -16 000
- Magistrates Commission:- -1 500
- National Prosecuting Authority: -4 500

3. OBJECTIVES OF THE PROJECT

To increase productivity, promote healthier lifestyle and encourage employees to be more active and mitigate psycho-social challenges on employee's wellbeing through:

a. Provision of sustainable and confidential counselling services to all employees and their immediate family members;

b. Assistance of employees to improve their efficiency and quality of life by means of preventative and remedial services;

c. Prevention of a decline in work performance and reduction in absenteeism;

d. Training and empowerment of managers, supervisors and employees on how to promote a healthy work environment that provides support and assistance beyond the scope of the external counselling component;

e. Promotion of work life balance;

f. Management of related programmes on HIV&AIDS, TB, and other chronic diseases;

g. Provision of trauma; counselling and debriefing services to all the employees.

4. DURATION

The services will be provided for a period of three (3) years and shall commence upon the issuing of the appointment letter and a purchase order.

5. SCOPE OF WORK

The DoJ&CD; Magistrates Commission and NPA have national footprint to render services in the nine provinces. The scope therefore covers national offices/ courts in Pretoria and regional offices in the Provinces. The regional offices/courts are located both in urban and remote rural areas. It is therefore expected that the appointed service provider will render services to all employees and their immediate family members in their located areas. The scope of work shall cover the following services:

a. Remedial/ Reactive Wellness services

i. Telephonic and online counselling services

1. Provide unlimited telephonic or online counselling services conducted by qualified and experienced Clinical Psychologists, Counselling Psychologists or Social Workers. The service must be available through a toll-free number for twenty-four hours (24 hrs) a day over seven days (7 days) per week for the duration of the contract.

2. Telephonic counselling shall include therapeutic services and advisory services on various social and wellness issues

including but not limited to family matters, legal, wellness and financial aspects.

ii. Face to face or virtual counselling

1. Provide face to face or virtual counselling services to all referred employees and their immediate family members and assist them to cope with various psycho-social problems. It is expected that the services will be rendered by a national network of qualified and registered Psychologists and Social Workers with experience in counselling.
2. The face to face or virtual (where required) counselling and critical incidence stress debriefing to employees must be provided within a distance not exceeding 30km away from their residence or workplace.
3. Counselling services shall also be accommodative of employees with disabilities and it shall be provided in all eleven (11) official languages.
4. A maximum of six sessions per employee per identified problem shall be provided through counselling.
5. The service provider shall offer flexible counselling times suitable to employees who would want to attend counselling after office hours or on weekends.

iii. **Critical Incident Stress debriefing**

1. The intervention is required to assist employees who are exposed to traumatic incidents during working hours or outside official hours.
2. Trauma debriefing shall be conducted by trained, experienced and qualified counsellors.
3. Trauma debriefing shall either be offered to groups or individuals at the workplace or at their homes when necessary.

iv. **Multiple Stress Trauma Management**

A full day private and confidential group stress trauma debriefing shall be arranged for employees working in high risk units that would frequently expose employees to cumulative trauma and stress.

v. **Rehabilitation**

1. Should an assessment of employee during counselling necessitate an admission to a rehabilitation facility for alcohol or substance abuse and other related addictions, the service provider shall be responsible for ensuring a successful admission into a suitable rehabilitation centre.

2. The service provider shall ensure an employee's successful admission into a suitable rehabilitation centre by undertaking the following actions:
   (i). Identification of a suitable rehabilitation centre closer to an employee's residence if possible;
   (ii). Facilitate and secure the date for admission and discharge of an employee from the rehabilitation centre;
   (iii). Payment of the necessary fees due to rehabilitation centre;
   (iv). Avail the necessary progress report when required and the final report once the employee has been discharged from the centre;
   (v). Provide aftercare services with the remaining counselling sessions (within the six allocated sessions).

b. **Proactive Wellness services.**

i. The service provider shall when required, provide a one (1) hour interactive wellness and health promotion talk sessions on a variety of topics, to educate and create awareness for promotion of healthy lifestyle and effective management of chronic diseases.

ii. Based on the request of DoJ&CD, Magistrates Commission and NPA, the service provider shall also present interactive workshops on a variety of health and wellness topics for duration of six (6) working hours.

iii. The service provider will be expected to provide manuals, hands-outs and other functional aids associated with the workshops.

c. **Account Management**

i. The service provider must appoint a dedicated key Account Manager or contact person who must be made available to coordinate the programme and ensure that the service is always appropriately implemented and fully integrated into the organization and professionally managed.

ii. The account manager will be expected to provide project implementation; monitoring and evaluation support through the regular submission of detailed project management report and attend bi-monthly meetings with DoJ&CD, Magistrates Commission and NPA.

6. DELIVERABLES

The service provider is expected to deliver the following for the duration of the contract:

a. Accessible and a responsive health and wellness programme for DoJ&CD; Magistrates Commission and NPA;

b. Progress reports for individual or group counselling in case of managerial and trauma debriefing referrals;

c. Provide separate comprehensive and trend analysis reports to DoJ&CD; Magistrates Commission and NPA on a monthly, quarterly and annual basis.

d. Keep case and attendance registers separately for DoJ&CD; Magistrates Commission and NPA and submit to the relevant internal case managers.

7. MANDATORY REQUIREMENTS:

The prospective bidder must indicate compliance by means of a tick. Failure to adhere to the under mentioned requirements will invalidate the bid proposal.

1. BIDDER'S EMPLOYEE HEALTH AND WELLNESS EXPERIENCE	COMPLY
a. The bidder **must** demonstrate that they have a National network of qualified and registered psychologists and social workers with experience in counseling by submitting a detailed list of the database in Microsoft-excel or USB. The list must contain the following: **(i)** Name and Surname, **(ii)** Name of the statutory body registered with either (Health Professions Council South Africa (HPCSA) and/or the South African Council for Social Professionals (SACSP) **(iii)** Practice/statutory registration number **(iv)** Professional designation/Title **(v)** Province where the affiliate operates.	
b. The bidder **must** have a well-established call centre for providing telephonic counselling services and health and wellness advisory services on (24) twenty-four hours and (7) seven days per week	
2. PRICING	**COMPLY**
Bidder to ensure that services are costed at a fixed rate per annum, taking into account the Consumer Price Index (CPI)	

8. REPORTING, MONITORING AND EVALUATION

8.1. The DoJ&CD; Magistrates Commission and NPA Steering Committee will meet bi-monthly to evaluate the performance of the service provider.

8.2. Progress report in writing to include the following:

8.2.1. The service provider shall submit monthly, quarterly and annual reports indicating the impact and value of services rendered
8.2.2. Costs incurred to date.
8.2.3. Problems encountered and proposed remedial actions.

9. PAYMENTS

9.1. DoJ&CD; Magistrates Commission and NPA will each be responsible for their own accounts in terms of payments and other costs emanating from this contract;

9.2. No advance payment would be made to the service provider.

9.3. Payments shall only be processed upon the satisfactory delivery of the service in accordance to this bid and its Service Level Agreement.

9.4. The Service Provider will be paid within 30 days of submitting an invoice, provided the services rendered are satisfactory. Should there be a query on an invoice; the 30 days period will run from the date upon which the query has been resolved.

9.5. Payment to the Service Provider will be done by means of electronic bank transfers.

9.6. All invoices payable will be inclusive of value-added tax (VAT).

10. GENERAL CONDITIONS OF CONTRACT.

The general conditions of contracts as set out by the National Treasury will be applicable in all instances and they are accessible on www.treasury.gov.za

11. SPECIAL CONDITIONS OF CONTRACT.

11.1 DoJ&CD, Magistrates Commission and NPA reserve the right to contact the three (3) client references as provided by the bidder.

11.2 All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Accounting Officer (DG: DoJ&CD) Secretary of the Magistrates Commission or Head of Administration: NPA or Delegated Officials , whichever is applicable.

11.3 The DoJ&CD, Magistrates Commission and NPA will become the owners of all information/data, documents, advice and reports collected and compiled by the successful Service Provider in the execution of this contract.

11.4 The successful service provider will enter into three separate contractual agreements with the DoJ&CD, Magistrates Commission and NPA.

11.5 The successful service provider shall be required to provide adequate service in all provinces.

11.6 The successful service provider shall render services in all official languages in order to meet individuals' needs.

11.7 The services must be accessible to all employees including those with disabilities;

11.8 Should the agreement be terminated, the Service Provider shall be entitled to payment for any services already rendered, subject to the satisfaction of the DoJ&CD; Magistrates Commission and NPA and provided that such payment had previously not been made.

11.9 DoJ&CD; Magistrates Commission and NPA will not be responsible for any travelling and accommodation costs on behalf of the successful service provider.

11.10 DoJ&CD; Magistrates Commission and NPA reserves the right to cancel the contract and seek remedies in accordance with the regulations as specified in the General Conditions of Contract should the service provider not confirm or adhere to contractual responsibilities as specified in the contract.

11.11 The copy right of all documents and reports compiled by the Service Provide will vest in the DoJ&CD; Magistrates Commission and NPA and may not be reproduced or distributed or made available in any other way without the written consent of DoJ&CD, Magistrates Commission and NPA.

11.12 The Service Provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Minister of Justice & Correctional Services.

11.13 Should either party fail to carry out any of its obligations in terms of the agreement, then the other party shall be entitled to give the defaulting party notice to comply therewith within a period of 10 days. Should the other party fail to do so, then the other party may without prejudice to any other rights it may have, terminate the agreement without further notice. On termination of the agreement, for whatever reason, all documents, programmes, reports, any other related organisational data must be handed to the DoJ&CD; Magistrates Commission and NPA. The Service Provider relinquishes the right of retention thereof.

11.14 The bidder must chronologically respond to each element in the Evaluation Matrix (**as set out in paragraph 13.2**) of not more than 15 pages per element must be prepared. Prospective bidders may include annexures, but the response to each element must be summarised in no more than 15 pages.

11.15 A Service Level Agreement between the Service Provider and the DoJ&CD; Magistrates Commission and NPA will be drawn up and agreed upon within 90 days after the commencement of the project.

11.16 The successful contractor must at all times comply with DoJ&CD; Magistrates Commission and NPA's policies and procedures as well as maintain a high level of confidentiality of information.

11.17 DoJ&CD; Magistrates Commission and NPA will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid;

11.18 Bidders should refrain from communicating directly with the DoJ&CD; Magistrates Commission and NPA officials from the date of publication as this could be perceived as attempts to unduly influence the bid adjudication process. Any communication relating to SCM / Technical processes must be directed ONLY to the SCM@justice.gov.za email address.

11.19 In the event of non-compliance to the response time frames or poor performance against the anticipated service, the DoJ&CD; Magistrates Commission and or NPA will then impose a monetary penalty of **70%** of the invoice amount against the particular service rendered.

11.20 The enforcement of a penalty does not exempt the bidder from resolving a problem nor stops the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved. Only penalties will apply and no service credits will accrue.

11.21 Bidders are requested to submit their price quotes, which require prices to be quoted on the fixed price basis for the duration of the contract.

11.22 The DoJ&CD; Magistrates Commission and NPA reserve the right to verify any information provided, through or independently from the bidder including the right to contact or conduct site visits to the referees before and after the award.

11.23 The contract will be legally constituted once the DoJ&CD; Magistrates Commission and NPA has notified the successful bidder of the acceptance of the Bid and the Bidder has fully complied with all terms and conditions contained therein;

11.24 The DoJ&CD; Magistrates Commission and NPA reserve the right not to award on any of the responses to this bid.

11.25 Bids proposals must be submitted in an original hardcopy

12. CONTENT OF BIDDERS PROPOSAL

Prospective bidders must submit a bid response addressing the under mentioned criteria in not more than Fifteen (15) pages per criteria, which must be prepared in chronological order.

12.1 APPROACH AND METHODOLOGY (30)

Submit a detailed proposed approach and methodology on how the services will be executed based on the scope of work and the deliverables.

12.2 MANAGEMENT COMPONENT (10)

Bidder to provide detailed information on the Management component of their entity which includes:

(i) A comprehensive business profile including the structure and composition of the entity; and

(ii) Standards – Include information regarding the entity's usage of widely known Industry Standards and guidelines, as they apply to the entity.

12.3 DEMONSTRABLE EXPERIENCE IN THE RENDERING OF EMPLOYEE HEALTH AND WELLNESS SERVICES (30)

(i) Elaborate your entity's experience in the rendering of Employee Health and Wellness Services.

(ii) Indicate all the current contracts being executed by your entity

a) Name of client /organization where currently contracts are being executed.

b) Contract amount.

c) size of the employee population and geographical distributions of the client's locations.

d) Contact person and telephone numbers.

(iii) Submit two (2) reference letters from clients wherein you rendered Employee Health and Wellness services which include the Contract Start date and End date

(iv) The reference letter must be on the letter head of previous/current organization and reflect the name of the bidder.

(v) Contracts awarded to the entity by the Public or Private Sector must include the name of the Institution, description/nature of work, Value of contract, Contractual period, size of the employee population and geographical distributions of the client's locations Reference details and contact numbers.

12.4 DEMONSTRABLE EXPERIENCE OF THE PROJECT TEAM ASSIGNED TO THIS PROJECT (20)

Submit copies of the curriculum vitae (CV), certified Identity documents (ID) and proof of registration with professional bodies of the project team members who will be responsible for the execution of tasks enlisted in this bid;

12.5 SUBMIT IN EXCEL FORMAT ON A USB OR HARDCOPY FILE A DATABASE OF DIVERSE NETWORK OF REGISTERED AFFILIATES FOR RENDERING COUNSELLING SERVICES, NATIONALLY INCLUDING RURAL AND URBAN AREAS (10)

The following information must clearly be reflected in excel spread sheet about the affiliate:

(i) Name and Surname;
(ii) Name of the statutory body registered with;
(iii) Practice/statutory registration number;
(iv) Professional designation/Title; and
(v) Province where the affiliate operates.

13. CONDITION FOR EVALUATION

In order for a bidder to qualify to be evaluated for functionality, a bidder must have complied with all the prequalifying conditions and mandatory requirements preceding this phase of the evaluation.

13.1 The bid will be evaluated in four (4) phases:

a) SCM Pre-qualification Criteria

b) Mandatory Requirement

c) Functional Criteria

d) Price and B-BBEE

13.2 A panel representing the DoJ&CD, Magistrate Commission and NPA will evaluate the proposals received according to a set of evaluation criteria as set in the evaluation matrix below:

Score	Meaning	Explanation
0	o No evidence o Non responsive	Does not comply, no evidence / no reference / no information / no inputs.
1	o Very poor	Information provided does not meet the technical requirements.
2	o Poor o Inadequate	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidders capabilities and/or experience in that particular service category.
3	o Satisfactory o Average	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	o Good o Fully meet requirement	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	o Exceed requirements o Very good / Best practice	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.

13.2.1 In respect to the evaluation matrix, the prospective service bidder will be rated from 0-5 in that: 0 =non response, 1 = poor, 2= average, 3 = good, 4 = very good, 5 = excellent;

13.2.2 Bidders who score less than **70 out of 100** in respect of functionality/quality compliance will be regarded as non-responsive and will not be further evaluated

13.2.3 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria;

13.2.4 Bidders who meet the above mentioned criteria in Paragraph 13.1 C (functionality Criteria) will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000); and

13.2.5 The point out of 100 will be calculated on the basis of 80 points for price, and 20 points for preference points, B-BBEE. The points in respect of price will be calculated on the ceiling price of the bid.

13.3 EVALUATION CRITERIA FOR FUNCTIONALITY

CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
A. Approach And Methodology								
A.1 Remedial/ Reactive Wellness services							**20**	
– Telephonic and online counselling services								
– Face to face or virtual counselling								
– Critical Incident Stress debriefing								
– Multiple Stress Trauma Management								
– Rehabilitation								
A.2 Proactive Wellness services							**10**	
B. Management Component							**10**	
C. Demonstrable Experience In The Rendering Of Employee Health And Wellness Services **Assessment scoring will be based on the following rating scale** **Rating scale:** **Aggregate of experience 5 years and more (rating =5)** **Aggregate of experience less than 4 years (rating =4)** **Aggregate of experience less than 3 years (rating =3)** **Aggregate of experience less than 2 years (rating =2)** **Aggregate of experience less than 1 years (rating =1)** **Non responsive (rating =0)**							**30**	
D. Demonstrable Experience Of The Project Team Assigned To This Project **Rating scale:** **5 years experience (rating =5)**							**20**	

CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
4 years experience (rating =4) **3 years experience (rating =3)** **2 years experience (rating =2)** **1 years experience (rating= 1)**								
E. Submit In Excel Format On A CD-ROM A Database Of Diverse Network Affiliates For Rendering Remedial, EHWP Nationally Including Rural And Urban Areas							**10**	
TOTAL							**100**	**TOTAL**

13.4 BBBEE STATUS

Subject to sub-regulation (3), points must be awarded to a tenderer for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status: Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13.5 PRICING.

Please refer to annexure A, B and C for pricing schedule

13.5.1 Pricing must be broken down per item or service required and must be inclusive of value added tax for the duration of the tender.

13.5.2 The utilisation of services may increase or decrease depending on the utilisation.

13.5.3 The pricing analysis should be submitted as per guideline provided.

PRICING SCHEDULE **Name of the bidder**... **Bid number**:.. **Closing date and time**:....................................

14. DISCLAIMER

The Department of Justice and Constitutional Development reserves the right not to accept any bid in its entirety or partially. The lowest price bid will not necessarily be accepted.

15. CONTACT DETAILS

ANY ENQUERIES REGARDING THIS BID MAY BE DIRECTED TO:

Department: Department of Justice and Constitutional Development

E-Mail Address: scm@justice.gov.za