



**OFFICE OF THE PUBLIC SERVICE COMMISSION
REPUBLIC OF SOUTH AFRICA**

National Office: Private Bag X121, Pretoria, 0001, Tel: (012) 352 1000, Fax: (012) 325 8382
Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia, 0083

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OPSC 001/26

APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELLNESS PROGRAMME AND PRIMARY HEALTH CARE SERVICES FOR THE OFFICE OF THE PUBLIC SERVICE COMMISSION (OPSC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

REQUIRED BY: OFFICE OF THE PUBLIC SERVICE COMMISSION

1. Kindly furnish us with a proposal for the above-mentioned services.
2. **The General Contract Conditions (GCC), as well as the SBD1, SBD 3.3, SBD4 and SBD6.1 are attached for full completion thereof.**
3. These forms must be returned with your bid. Each bid document must be submitted in an envelope together with the required documents stipulating the following information: **Name and Address of the Bidder, Bid Number and closing Date of Bid.**
4. No briefing session is scheduled.
5. The bid should be mailed to The Director-General, Office of the Public Service Commission, Private Bag X121, PRETORIA, 0001, **Attention: Director: Supply Chain Management**, to reach the destination no later than the closing date and time, alternatively must be deposited in the bid box at: Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia Pretoria 0002, no later than the closing date and time (i.e. **06 November at 11h00**).

SUPPLY CHAIN MANAGEMENT

DATE: 16 OCTOBER 2026



PROVINCIAL OFFICES:

Free State T: (051) 448 8696 F: (051) 448 4135 **Eastern Cape** T: (043) 643 4704 F: (043) 642 1371 **KwaZulu-Natal** T: (033) 345 9998 F: (033) 345 8505
Gauteng T: (011) 833 5721 F: (011) 834 1200 **Northern Cape** T: (053) 832 6222 F: (053) 832 6225 **Mpumalanga** T: (013) 755 4070 F: (013) 752 5814
North West T: (018) 384 1000 F: (018) 384 1012 **Western Cape** T: (021) 421 3980 F: (021) 421 4060 **Limpopo** T: (015) 291 4783 F: (015) 291 4683

PARLIAMENTARY OFFICE T: (021) 418 4940 F: (021) 418 1362



Custodian of Good Governance

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER
EMPLOYEE WELLNESS PROGRAMME AND PRIMARY
HEALTH CARE SERVICES FOR THE OFFICE OF THE
PUBLIC SERVICE COMMISSION (OPSC) FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**



The Public Service Commission (PSC) is an independent institution established in terms of Chapter 10 of the Constitution. It derives its mandate from sections 195 and 196 of the Constitution, 1996, which sets out the values and principles governing public administration which should be promoted by the PSC, as well as the powers and functions of the PSC. It is important to note that the Constitution distinguishes between public “administration” (section 195) and public “service” (section 196 and 197). In respect of public administration, section 195 (2) makes it explicitly clear that the principles of public administration apply to administration in “every sphere of government”. The PSC is required by the Constitution to exercise its powers and to perform its functions without fear, favour or prejudice. The Constitution links the PSC’s independence firmly with its impartiality and no organ of state may interfere with functioning of the PSC. The PSC is supported by the OPSC which is a government department.

The OPSC invites interested bidders to tender for the rendering of Employee Wellness services for its employees, contract workers, Interns, Learners, Commissioners of the PSC and their immediate family members.

The successful bidder will enter into a Service Level Agreement (SLA) with the OPSC for a period of three years.

1. PURPOSE

The purpose of the Terms of Reference (TOR) is to invite Bids from service providers to render Employee Wellness Programme (EWP) to OPSC employees for a period of thirty-six (36) months. In terms of Chapter 4, Part 3 of the Public Service Regulations, 2023 every department shall have a policy that promotes health and wellbeing of employees. In complying with the Public Service Regulations 2023, the OPSC has a responsibility to ensure that employees are offered a holistic wellness and support programme.

The EWP and Primary Health Care Services (PHCS) will be a full service for employees, contract workers, Interns, Learners, Commissioners and their immediate family members. For this purpose, immediate family member is defined as a spouse, children and anyone who is dependent financially/a dependent who stays in the same household as the OPSC employee and the Commissioners.

The approved establishment of the OPSC at present comprises of **301** employees and the Commissioners are located as follows:

PROVINCE	LOCATION	TOTAL POSTS
National Office	Pretoria	196
Contract workers	National/Provincial Office	7
Eastern Cape	King William's Town	11
North West	Mmabatho	10
Western Cape	Cape Town	11
Gauteng	Johannesburg	11
KwaZulu-Natal	Pietermaritzburg	11
Mpumalanga	Nelspruit	11
Free State	Bloemfontein	11
Limpopo	Polokwane	11
Northern Cape	Kimberley	11

2. SCOPE AND NATURE OF SERVICES REQUIRED

2.1 Psycho-Social Service

Provision of 24/7/365 days Telephonic Counselling to ALL the OPSC employees and their dependents:

- The Service Provider shall provide unlimited access to a 24-hour toll-free line by way of a call center.
- The envisaged call center must always be staffed by suitably qualified professionals all registered with their respective professional bodies.
- These may include; Social Workers, Psychologists, registered counsellors, medical, financial and legal practitioners, etc.
- The service should be available to OPSC employees and their dependents daily regardless of the time of the day and whether the day falls on a Public Holiday or Weekend or not (i.e. 24/7/365).
- The incoming calls must wait for not more than two (2) minutes before being attended to by the operator.

- Employee logging a call must be afforded an opportunity to do so in all the official languages.
- Continuous follow-up communication must be done with an individual until the matter is successfully resolved.

2.2 Help Desk/Call Centre

The Service Provider is required to set up and maintain a help desk/call center function, to provide practitioners and managers who are responsible for the processing and referral of cases.

- Assistance and advice with regard to counselling service and the referral of cases to registered practitioners.
- A mechanism through which they can make follow-ups with an allocated practitioner.
- The Service Provider must ensure that the help desk/call center is staffed with trained personnel; and
- Where Practitioners are not available, a call back service should be implemented within 24hours of initial contact by the Employee.

2.3 Face-to-Face/Contact Counselling Service

- Referral for face-to-face counselling shall comprise of 1-6 counselling sessions per employee per year, per condition close to his or her residence or place of work, which is inclusive of dependents.
- Referral should be in the form of self-referral of an employee following a telephonic counselling session, or referral by the employee's line manager to the EWP Specialist within the OPSC.
- All referrals will be dealt with through a formal process and documentation that will enable personal/private information recording in compliance with the Protection of Personal Information (POPI) Act.
- All those requiring face-to-face counselling will be contacted by a clinician within 24 hours of referral and first consultation will take place within one week of referral, except in an emergency case.

2.4 The Life Management Service (shall comprise of Legal, Financial, and Family Care Services, etc.)

- a) The legal services includes telephonic legal advice, the provision of precedents as well as referrals to appropriate legal services and bodies, however, it exclude legal representation in a court of law.
- b) The financial services intend to help employees requiring assistance with the management of debt and financial concerns. This excludes the provision of debt counselling services.
- c) The family care service workshops to support employees to cope with pressures of caring for their dependents (e.g. children with special needs and elderly or disabled relatives) by providing information and guidance on a wide range of employee health and wellness matters available.
- d) These may be at OPSC premises/virtual as required, it should be limited to not less than one (1) workshop a quarter (4 per annum).

2.5 Trauma Debriefing and Counselling Services

- a) A critical Incident service offering, prompt and professional individual and group trauma debriefing and counselling services to employees exposed to incidents of trauma. These services must be provided within 1 to 48 hours of the traumatic incident, depending on the nature thereof.

2.6 Health and Productivity Management

- a) Interventions to assist with absenteeism and presentism management; as well as health and productivity management.

2.7 Work Primary Health Care Services

Provision of Primary Health Care Services (PHCS):

- a) The PHCS physical set-up will be based in (PSC) House in Pretoria
- b) The onsite clinic based at the (PSC) House must be managed by a registered Nurse with Primary Health Care qualification and it is expected to operate once a month, for a period of 6 hours, commencing at 09:00 to 15:00.

- c) The onsite clinic should offer the following medical services which may include but not limited to; hypertension testing, glucose testing, haemoglobin testing, urine testing, pregnancy testing, body mass index (BMI) assessments, Tuberculosis (TB) screening, HIV Counselling and Testing (HCT) and family planning services, including the dispensing of contraceptives (both male & female condoms only).
- d) The clinic should also provide other screening services as per National Health Calendar such as; prostate screening during men's health month, breast screening during breast cancer awareness month.
- e) The service provider must provide all tools and/or medical supplies and/or equipment, at own cost, in order to perform all the above-mentioned services; and
- f) The service provider must dispose of all medical equipment and waste according to the Health Profession requirements.

2.8 Marketing and communication

- a) Develop and implement a marketing and communication strategy for employees, management, supervisors in the form of (but not limited to) awareness programmes; electronic mail/media; pamphlets; brochures; leaflets; posters; exhibitions and provide an annual program of planned wellness activities. With the inception of the project and thereafter annually, provide marketing material (electronic brochures) to market the EWP.
- b) Service provider to design appropriate marketing and communication materials, that may include; EWP brochures, wallet cards, and posters. OPSC must approve all material prior to distribution thereof. Conduct presentations on the EWP as per the need of OPSC.
- c) Monitoring and reporting on the success of the marketing programme; identification of gaps; provide recommendations to address those; and implement in collaboration with OPSC.

2.9 Awareness and Prevention/Health and Wellness Education

Conduct training programmes/preventative programme/workshops and awareness session in relation to wellness-related topics. These topics may include but not limited to not less than two (2) workshops or seminars a quarter (8 per annum), which are:

- a) Stress/anxiety/depression management; alcohol and substance abuse; managerial/supervisory referral; pre-retirement (e.g. financial and psycho-social

wellness); Marriage/relationship enrichment and various motivational talks (domestic violence, Personality conflicts at home or on the job, Marital counselling/ adjusting to a divorce or separation.

- b) Further sessions should expose employees to environment that promotes learning to be more assertive/ ways to improve self- esteem, etc.); Managerial referrals of employees; and train managers/supervisors on disclosures (e.g. HIV/AIDS, Disability, etc.).

2.10 Promotion of healthy lifestyle and awareness campaigns through calendar awareness events

- a) The service provider must provide Health information (articles) according to the national health calendar, and all these articles must be branded as per OPSC's specifications.
- b) Additional topics or health information must be forwarded in case of national or regional health alerts or outbreaks.
- c) Provide staff awareness workshops on health priority issues such as hypertension, diabetes, cancer, and other life-threatening diseases including burning health issues that are global or local.

2.11 Implementation

- a) EWP will be introduced to OPSC employees and implemented in both National and Provincial Offices. There should be ongoing marketing and promotion of EWP services by the service provider in order to create awareness and education about the services.

2.12 Management and Administration

A dedicated EWP Account Manager must be allocated to the OPSC.

The core functions will include:

- a) Implementation of EWP in the OPSC and management of the contract
- b) Act as a liaison between the EWP service provider and the OPSC
- c) Continuous assessment and analysis of statistical data
- d) Pro-active alerting of observed risks/threats or potential risks to the OPSC
- e) Provide ongoing feedback on themes and trends in the field of EWP
- f) Put in place mechanisms to deal with the complaints emanating from the implementation of the EWP in the OPSC

- g) In the event the EWP Service Provider indicates that there is a change in Account Manager, a formal and proper handover must take place from the releasing of Account Manager to the new Account Manager. The change should be communicated within 30 days.

2.12.1 The following reports must be submitted to the Senior HR Practitioner: Special Programmes

- a) Quarterly Report
- b) Annual Report
- c) Progress Reports

2.12.2 The reports must include the following (amongst others)

- a) Trends and themes analysis
- b) Statistics and calculations
- c) Data Analysis
- d) Uptake, utilisation and promotional strategies to encourage uptake
- e) Value for money
- f) Benchmarking
- g) Training/Workshops
- h) Observations made by the service provider
- i) Recommendations and interventions to be implemented

2.12.3 Benchmarking

The EWP service provider must use local and international benchmarking techniques as part of the evaluation of the programme for its effectiveness and efficiency.

2.12.4 Cost Benefit Analysis

The EWP service provider must always advise on cost effective options and costs must be within the National Treasury's cost containment Instruction Note.

Provide high-quality EWP services designed to balance the cost and the benefits of the end users.

Should have an in-depth knowledge of the relevant service provider within the EWP environment to be able to provide the best options and alternatives to ensure that relevant services are availed to the end user promptly and cost effectively.

2.12.5 Complaints Handling Mechanism

The OPSC will receive complaints and forward them to the EWP Account Manager who will be responsible for the following:

- a) Acknowledgement of receipt of complaint(s)
- b) Investigation of complaint(s)
- c) Communication of findings to the OPSC emanating from the investigation conducted
- d) Handling of complaint(s) within five (5) working days after being received.

2.13 HIV&AIDS, STI and TB Services

- a) Provide training to all employees of the OPSC, the Commissioners and their immediate family members.
- b) Conduct bi-annual VCT and TB Screening (National and Provincial Offices)
- c) Provide counselling, support and referral
- d) Peer Educator support/training
- e) Facilitate the enrolment of employees who tested positive in the HIV&AIDS management programme of their specific medical schemes
- f) Provide an HIV&AIDS trend analysis report and recommendations without compromising individual confidentiality
- g) Conduct a need analysis survey with an aim to better understand the employees' challenges in the OPSC

2.14 Health Risk Assessment (HRA)

The service will comprise of:

- a) Quarterly Screening for Diabetes, Cholesterol, Blood Pressure, etc. Personalised health report for employees.
- b) Qualified medical personnel to conduct the screenings and advise employees who are at risk on the day of screenings
- c) Access to a comprehensive online Wellness Programme, The online programme should include an integral collection of e-mail and web-based health management applications
- d) Provision of Health Screening to the OPSC (National and Provincial Offices) to raise awareness on key health and wellness issues, identify individuals at risk and recommend interventions.

3. The EWP service provider must

- a) Must outline methodology of how the services required will be rendered, including training and capacitation plans.
- b) The bidder should provide a communication and marketing plan including envisaged wellness annual calendar, also indicating the different communication mediums to be used with critical milestones to be achieved over the 3-year period.
- c) Must have a library of wellness materials for various topics (posters, emailers, leaflets, booklets and online wellness website/portal).
- d) Must have public speaking professionals who are well versed in various topics depending on the programme to be implemented (be able to provide profiles prior to confirmation for a specific event).
- e) Must have ability to source wellness related gifts that promote health and wellness within required timelines.
- f) Must have a national footprint/reach (must include accessibility for employees outside of the metros to access the face-to-face consultations if needed).
- g) Must supply Portfolio of Evidence on events and programmes successfully executed.
- h) Must submit a detailed breakdown of the budget per cost item;
- i) Must demonstrate knowledge and understanding of cultural, racial, social and religions in South Africa;
- j) Must demonstrate knowledge of labour legislation in South Africa

4. SPECIAL CONDITIONS

4.1 Bidders must attach to the proposals the following Annexures:

- a) Annexure 1A: Valid EAPA SA accredited Certificate
- b) Annexure 1B: List of Valid South African Certificate of membership of the body with registration number for e.g. HPCSA, SACSSP, SANC etc.
- c) Annexure 2: Complaint Form
- d) Annexure 3: Account management
- e) Annexure 4: Utilisation Reports
- f) Annexure 5: Management Referral Form
- g) Annexure 6: Service fees

4.2 CRITICAL CRITERIA

PLEASE ANSWER YES/NO TO THE QUESTIONS LISTED BELOW BY PLACING A MARK IN THE RELEVANT BOX.

4.2.1 Critical criteria must be met. If bidders do not meet the criteria, their documents will not be considered for further evaluation.

- 4.2.2 The successful bidder must be a member of the Employee Assistance Professionals Associations of South Africa (EAPA SA). The Professional resources to be used must be registered with relevant health and/ or professional statutory bodies. Certified proof of registration certificate and valid practicing license from the relevant health professional statutory body for the following specialists: •Registered Nurse; •Medical Doctor; • Occupational therapist; • Social worker; • Psychologist; and • Physiotherapist. A certified copy of the valid certificate must be attached as Annexure 1 A and B.

a)	Are you a member of EAPA SA? (A certified copy of the valid certificate must be attached as Annexure 1 A)	☐ Yes	☐ No
b)	Proof of registration from registered bodies, membership numbers. (A certified copy of the valid certificate or proof of registration must be attached as Annexure 1 B)	☐ Yes	☐ No
c)	Are certified copies of the above attached?	☐ Yes	☐ No

d)	Are you able to offer 24/7 (and 365 days) service to the OPSC?	☐ Yes	☐ No
e)	Are you able to allocate a full time consultant dealing with the OPSC only?	☐ Yes	☐ No
f)	Are you able to allocate an after-hour emergency contact number?	☐ Yes	☐ No
g)	Are you able to allocate an emergency contact person?	☐ Yes	☐ No

5. PRICING

- 5.1 Please note that the OPSC intends to enter into a Transaction Fee agreement with the successful service provider that must be fixed for the entire duration of the contract.

- 5.2 Please indicate what service fees will be applicable by completing Annexure 6.

SERVICE FEES (ANNEXURE 6)

List service fees in South African Rand inclusive of VAT (the underneath must be completed)

SERVICE PROVIDED	FEE / COST PER TRANSACTION	COMMENT

Counselling: Per person		
Telephonic:		
Face to face:		
Family Care Services:		
VCT Screening: Per person		
Rate per nurse		
HRA Screening: Per person		
Training/Workshop for Managers		
Manuals		
Training/Workshop for Employees		
Manuals		
Peer Educator Training		
Manuals		
Marketing and promotions		
Delivery of invoices		
Value Added Services		
Monthly Reports		
Ad-hoc Reports		
Account Management		
Other		
TOTAL		

THE TOTAL SERVICE FEES WILL BE ADDED TOGETHER IN ORDER TO EVALUATE POINTS FOR PRICE

BIDDERS ARE REQUIRED TO QUOTE FIXED SERVICE FEES FOR THE ENTIRE DURATION OF THE CONTRACT PERIOD

Are the aforementioned service fees fixed for the amount of the contract?	☐ Yes	☐ No
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IF SERVICE FEES ARE NOT FIXED, PROVIDE DETAILS.

6. EVALUATION METHODOLOGY

6.1 Phase 1

The evaluation of bids will be based on the information contained in the RFP document and, which may be further supplemented by presentations and clarification information provided, if required. All bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Bids received will be verified for completeness and correctness. OPSC reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

ALL PROPOSALS WILL BE EVALUATED TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS AND CONDITIONS OF THE BID DOCUMENTS AND TERMS OF REFERENCE.

Table 1: Evaluation and weighting criteria for the selection of a potential bidder

EVALUATION CRITERIA	WEIGHTING
Phase 1A	Compliance
Phase 1B - Mandatory Requirements	Mandatory Requirements
Phase 2	Technical/Functionality
Technical/Functional Requirements	Threshold of 65%
Phase 3	Price and Specific Goals
Price	80
Specific Goals	20
Total	100

Details of the phases outlined in table 1 above are presented in the following sections.

6.1.1 PHASE 1A: COMPLIANCE WITH MINIMUM REQUIREMENTS OF BID

This phase is not scored, and bidders who fail to comply with all the mandatory criteria will be disqualified.

Central Supplier Database (CSD)

Terms of Reference (TOR) for the Employee Wellness Programme for a period of thirty-six (36) months

- Bidders must be registered on the CSD. CSD registration number must be provided.

Compliance with tax legislation

- Provide valid tax pin.

Completion of Request for Proposal (RFP) and Standard Bidding Documents (SBD) forms.

- The bidders must submit the mentioned RFP and SBD 4, 6.1 forms with the bid application.

Responsive bids/proposals

- Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents.

6.1.2 PHASE 1B– MANDATORY REQUIREMENTS (NON SUBMISSION WILL RESULT IN DISQUALIFICATION OF THE BID)

- The bidders proof of valid membership of the Employee Assistance Professionals Associations of South Africa (EAPA SA) as contained in section 4.2 above.
- The staff members proof of current and valid South African certificate of membership of particular body with registration number for e.g. HPCSA, SACSSP, SANC etc. as contained in section 4.2 above.

6.2 PHASE 2: FUNCTIONALITY EVALUATION

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is **65%** as per the standard Evaluation Criteria presented in Table 1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in Phase 3.

Details of the technical/functional requirements are presented Table 2 below.

6.2.1 Table 2: Functional Evaluation Criteria

Details of the technical / functional requirements are presented in Table 2 below:

1.	Proposed methodology		
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1.1	Project Implementation Plan (Project Execution) Bidders are required to submit the proposed implementation plan to execute the wellness services efficiently inclusive of proposed technology (Smartphone Application/ Portal / User-friendly technology) or online services. Highlighting the services requested as contained in section 2 above.	40	5 = Excellent defined project plan addressing the scope of work 4 = Good defined project plan addressing the scope of work 3 = Well defined project plan addressing the scope of work 2 = Fair / Moderate defined project plan addressing the scope of work 1 = Poorly defined project plan addressing the scope of work 0 = No project implementation plan
1.2	3-Year plan with samples of EAP utilisation reports. Bidders to provide: - A 3-Year plan on how the services and the project will be managed annually in line with National Health Calendar. - Samples of EAP utilisation reports.	20	5 = 3-Year plan with 5 or more sample EAP utilisation reports provided. 4 = 3-Year plan with 3 or 4 sample EAP utilisation reports provided. 3 = 3-Year plan with 1 or 2 sample EAP utilisation reports provided. 1 = 3-Year plan with no sample EAP utilisation report provided. 0 = 3-Year plan not provided
2.	Ability to service the OPSC Indicate the ability to render services to 9 provinces including the National Office. Bidders to provide confirmation of their national footprint in all 9 provinces in the form of a company profile or confirmation on signed letterhead of the bidder.	10	0 = Not provided 5 = Provided confirmation

3.	Capabilities, experience and expertise of project manager. Bidders to provide CV of project manager indicating the number of years' experience of the individual in managing Occupational Health and Wellness projects	15	5 = More than 5 years' experience. 3 = 3 to 5 years' experience managed as project manager. 1 = 1 to less than 3 years' experience 0 = Not provided year experience.
4.	Provide contactable references (attach referral letters) The reference letter MUST INCLUDE the following: company name; contact person; contact number; number of employees; a brief description of the work done; and reference letter must be signed by the client indicating the period in which the services were rendered	15	5 = 5 or more references 4 = 4 references 3 = 3 references 2 = 2 references 1 = 2 reference
TOTAL POINTS		100	

The technical/ functional proposals will be evaluated individually on score sheets using the following value scale by a representative evaluation panel, according to the evaluation criteria indicated below.

Performance	Description	Score
Excellent	Answer <u>far exceeds</u> the functionality requirements	5
Very Good	Answer <u>meets and exceeds</u> the functionality requirements	4
Good	Answer <u>meets all</u> functionality requirements	3
Average	Answer <u>partially meets</u> the functionality requirements	2

Poor	Answer <u>fails</u> to meet the functionality requirements	1
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The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of **65%** for functionality will be evaluated further and scored in terms of pricing and Specific goals indicated hereunder.

6.3 PHASE 3: PRICE AND SPECIFIC GOALS EVALUATION (80+20) = 100 POINTS

Only Bidders that have met the 65-point threshold in Phase 2 will be evaluated in Phase 3 for price and Specific Goals. Price and Specific Goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as Amended, responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points) – certificate to be provided

i. **Stage 1 – Price Evaluation (80 Points)**

Criteria	Points
Price Evaluation	
The	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

following formula will be used to calculate the points for price:

Where

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

ii. **Stage 2 – Specific Goals Evaluation (20 Points)**

a. **Specific Goals Points allocation**

A maximum of 20 points may be allocated to a bidder for attaining the specific goals as promoted by the OPSC in accordance with the table below:

Black owned enterprises	Max = 8 points
EME/QSE/Generic 100% owned	8 points
EME/QSE/Generic => 51% owned	6 points
EME/QSE/Generic < 51% owned	3 points
Women owned businesses	Max = 6 points
EME/QSE/Generic 100% owned	6 points
EME/QSE/Generic => 51% owned	4 points
EME/QSE/Generic < 51% owned	2 points
Youth	Max = 3 points
EME/QSE/Generic 100% owned	3 points
EME/QSE/Generic => 51% owned	2 points
EME/QSE/Generic < 51% owned	1 point
People with Disability	Max = 3 Points
EME/QSE/Generic 100% owned	3 points
EME/QSE/Generic => 51% owned	2 points
EME/QSE/Generic < 51% owned	1 point

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
 - B-BBEE Certificate
- c. In the event of the bidder being in a joint venture (JV), a signed JV Agreement must include the following: - A signed Joint Venture Agreement/ Memorandum of Understanding (MoU). The authorized representative to sign the tender documents on behalf of all JV members -Company Registration & Statutory Documents and including - Consolidated B-BBEE/ Sworn Affidavit.

7. Documentation to be submitted

7.1 Bidders must submit their proposal in a sealed envelope/ file with the name of the bidder,

closing date and time, and the bid number clearly indicated on the envelope/ file. This envelope/ file should contain the functional proposal, financial proposal, all required annexures; SBD Forms and General Conditions of Contract; as well as the original certified copy of the B-BBEE certificate or Affidavit and Financial information.

- 7.2 Each bid participant must provide **three (3) hard copies** of their entire proposal. All submitted proposals will become the property of the OPSC, and will not be returned. No late submissions will be considered under any circumstances.
- 7.3. The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date for the submission of all bids.

8. General Information

Any alterations to the bid document must be signed in full by the bidder or his authorised signatory. An accompanying letter from the bidder on their official letterhead which indicates such alterations must be attached to such amendments. Failure to comply with this will disqualify the bid. No Tipp-Ex is allowed in the bid document.

The successful bidder will enter into a formal contract and service level agreement with the OPSC.

These terms of reference outline the requirements for the provision of EWP services to be rendered to the OPSC.

CHECKLIST

Requested Bidding Documents

RFQ	Completed and Signed	*Yes/No
	Valid tax pin	*Yes/No
	Valid BBBEE certificate	*Yes/No
SBD 3.3	Completed and Signed	*Yes/No
SBD 4	Completed and Signed	*Yes/No
SBD 6.1	Completed and Signed	*Yes/No
		*Yes/No

Proof of accredited certificate of member of the Employee Assistance Professionals Associations of South Africa (EAPA SA)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: OPSC 001/26		CLOSING DATE: 06 NOVEMBER 2026			CLOSING TIME: 11h00		
DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELLNESS PROGRAMME AND PRIMARY HEALTH CARE SERVICES FOR THE OFFICE OF THE PUBLIC SERVICE COMMISSION (OPSC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
PUBLIC SERVICE COMMISSION HOUSE							
OFFICE PARK BLOCK B							
536 FRANCIS BAARD STREET							
ARCADIA, 0083							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		EMILY RAMPEDI		CONTACT PERSON		OUMA MSIMAGA	
TELEPHONE NUMBER		012 352 1158		TELEPHONE NUMBER		012 352 1223	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		EMILYR@OPSC.GOV.ZA		E-MAIL ADDRESS		OUMAM@OPSC.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.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: OPSC 001/26.....

CLOSING TIME 11:00

CLOSING DATE: 06 NOVEMBER 2026..

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

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

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

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

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

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

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*YES/NO

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE PUBLIC SERVICE COMMISSION
Office Park Block B
536 Francis Baard Street
Arcadia
0083

Tel: 012 352 1158

Or for technical information –

Ms Ouma Msimanga

Tel: 012 352 1223

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to RFQ's and tender:

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Owned	8 points	
Women	6 points	
People with Disability –	3 points	
Youth	3 points	

Refer to the attached Guideline (Page 6 of 6) on how to claim points for the above specific allocated goals.¹

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

¹ For points claimed by the bidder, the required certified proof must be submitted together with SBD 6.1. Failure to submit **certified proof** will result in the claimed points not allocated to the bidder

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

GOAL	Points out of 20 (80/20)	Certified Required Proof	Points Claimed	Proof Attached Yes / No
Black Owned	Max = 8 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	8 Points			
EME/QSE/Generic => 51% owned	6 Points			
EME/QSE/Generic < 51% owned	3 Points			
Women Owned	Max = 6 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	6 Points			
EME/QSE/Generic => 51% owned	4 Points			
EME/QSE/Generic < 51% owned	2 Points			
Youth	Max = 3 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/Generic 100% owned	3 Points			
EME/QSE/Generic => 51% owned	2 Points			
EME/QSE/Generic < 51% owned	1 Point			
People with Disability	Max = 3 Points	B-BBEE status level issued by an authorised body or person; or a Sworn Affidavit as prescribed by the B-BBEE Codes of Good Practice To claim points on disability the person / bidder needs to provide proof of disability (medical report, letter from authorised body or person before points can be claimed in this category)		
EME/QSE/Generic 100% owned	3 Points			
EME/QSE/Generic => 51% owned	2 Points			
EME/QSE/Generic < 51% owned	1 Point			

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- | | |
|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.