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REQUEST FOR TENDER

RFT NUMBER:	RFT 02 2021/22
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE EMPLOYEE WELLNESS SERVICES FOR FILM AND PUBLICATION BOARD FOR A PERIOD OF THREE (3 YEARS).
PUBLICATION DATE:	14 June 2021
VALIDITY PERIOD:	120 DAYS FROM THE CLOSING DATE
CLOSING DATE:	9 July 2021
CLOSING TIME:	11:00
NON-COMPULSORY BRIEFING SESSION	23 June 2021 @ 11:30 MEETING LINK AVAILABLE ON E-TENDERS/REQUEST VIA EMAIL ON TENDERS@FPB.ORG.ZA
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	ECO GLADES 2, 420 WITCH HAZEL AVE, ECO PARK, CENTURION 0169
SCM INQUIRIES: For all bidding related enquiries	Ms. THATO MOREMI E-mail: tenders@fpb.org.za
NAME OF BIDDER:	
TOTAL BID AMOUNT (Including VAT): R	

TENDER INSTRUCTIONS

1. Bid documents should be completed with a black pen.
2. All pages of the tender documents should be initialed.
3. Tender documents should be fully completed.
4. All the necessary supporting documents should be attached to the tender documents.
5. On submission of bids, bidders should ensure that they sign a bids submission register at reception.
6. Bidders should ensure that along with the original bid documents, they should submit a USB and relevant supporting documents.
7. Late or telegraphic tenders, and those tenders not deposited in the relevant tender box, will NOT be accepted.
8. Non-Compulsory briefing session
9. Bids submitted without below mentioned supporting documents will NOT be considered:
 - Detailed proposal,
 - Detailed company profile,
 - Track records/references,
 - Proof of company registration,
 - Proof of registration on Central Supplier Database (CSD)
 - Proof of company address (not more than 3 months old),
 - Valid original tax clearance certificate as detailed in the tender advertisement
 - Latest Audited Annual Financial Statements (AFS)
 - Required Standard Bidding Documents

Companies with the assistance of their legal representative. All companies should provide documents as state at point 9.
A joint BBBEE certificate with a joint contribution level should be obtained if bidders wish to claim BBBEE points (only if bid jointly or as a consortium)

Guide 80/20

10. 80/20 refers to procurement above R 30 000.00 (refer to SBD6.1)

11. Bids not scoring minimum points in terms of functionality will not be considered for the next evaluation phase (80/20 preferential point system).

12. All clarity seeking questions and enquiries should be directed to Supply Chain Management Division so that important information can be shared with other bidders.

Email: tenders@fpb.org.za

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FPB)					
BID NUMBER:	RFT02 2021_22	CLOSING DATE:	09 July 21	CLOSING TIME:	11:00a.m.
DESCRIPTION	Appointment Of A Service Provider To Employee Wellness Services For Film And Publication Board For A Period Of Three (3 Years).				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED @ THE FPB RECEPTION AREA					
420 Witch Hazel Avenue, Eco Park					
Eco Glades 2 Centurion					
0169					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thato Moremi		CONTACT PERSON	Thato Moremi	
TELEPHONE NUMBER	012 003 1400/1408		TELEPHONE NUMBER	012 003 1400/1408	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tenders@fpb.org.za		E-MAIL ADDRESS	Tenders@fpb.org.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.....

SBD 3.1: PRICING SCHEDULE

Name of bidder: BID NUMBER: Closing Time 11:00
--

PLEASE NOTE: OFFER TO BE VALID FOR...90 DAYS FROM(THE CLOSING DATE OF BID).

The bidder must provide the total price for

This annexure should be completed and signed by the Bidder's authorised personnel as indicated below: If applicable each year

- 1 Please indicate your total bid price here: R..... (Incl of VAT) (compulsory)
- 2 Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.
- 3 NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- 4 Are the rates quoted firm for the full period of the

YES	NO
-----	----

 contract?
- 5 Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.
- 6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate clearly, which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Price Declaration Form

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no....., the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide, for the total tendered contract sum of:

R _____ (including VAT)

In Words: R _____ (including VAT).

We confirm that this price covers all service to standard training program services, including but not limited to the supply of all required. We confirm that the FPB will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED _____

DATE: _____

(Print name of signatory)

Designation _____

FOR AND ON BEHALF OF: COMPANY NAME _____

Tel No _____

Fax No _____

Cell No _____

SBD 4: Declaration of Interest

1 Declaration of interest

- 1.1 Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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:

- 1.1.1 the bidder is employed by the state; and/or
- 1.1.2 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.

2.1 Full name of bidder or his or her representative: _____

2.2 Identity number: _____

2.3 Position occupied in the company (director, trustee, shareholder) _____

2.4 Company registration number _____

2.5 Tax reference number _____

2.6 VAT registration number _____

- 2.7 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.

“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.

2.7.1 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.

2.8 Are you or any person connected with the bidder presently employed by the state?

YES	NO
-----	----

2.8.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employ

Position occupied in the state institution:

Any other particulars:

2.8.2 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
-----	----

2.8.2.1 If yes, did you attached proof of such authority to the Bid document?

YES	NO
-----	----

(NOTE: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.8.2.2 If not, furnish reasons for non-submission of such proof:

2.9 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?

2.9.1 If so, furnish other particulars:

YES	NO

2.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

2.11 If so, furnish other particulars:

2.12 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?

YES	NO

2.12.1 If so, furnish other particulars

2.13 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?

YES	NO

2.13.1 If so, furnish other particulars

3 Full details of directors / trustees / members / shareholders

Full name	Identity Number	Personal 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 IN TERMS OF PARAGRAPH 23 OF THE GCC 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.

1 GENERAL CONDITIONS

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

- a) The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- b) 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; or
- b) 80/20 preference point system will be applicable to this tender Points for this bid 1.3

1.3 shall be awarded for:

Price; and

B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows: (The applicable preference point system will be effected)

	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:**
 - B-BBEE Status level certificate issued by an authorized body or person
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 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:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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	
-----	--	----	--

7.2 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.

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.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

.....

WITNESSES

1.

2.

SBD 8 : Declaration of Bidders Past Supply Chain Practices

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT 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 bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register	Yes ☐	No ☐

Item	Question	Yes	No
	for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.		
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 RSA) 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

This Standard Bidding Document (SBD) must form part of all Bids¹ invited.

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 *pe 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 Includes price quotations, advertised competitive bids, limited bids and proposals.

2 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process.

Bid rigging is, therefore, an agreement between competitors not to compete.

the undersigned, in submitting the accompanying bid:

(Bid number and description)

in response to the invitation for the bid :

(Name of institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) 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 consortium³ 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:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) 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

³ 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.



the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

Government Procurement: General Conditions of Contract – July 2010

NOTES

The purpose of this document is to:

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

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

- ☐ The GCC 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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. Definitions
 2. The following terms shall be interpreted as indicated:
 - a. "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.
 - b. "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.

- c. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- d. "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.
- e. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- f. "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.
- g. "Day" means calendar day.
- h. "Delivery" means delivery in compliance of the conditions of the contract or order.
- i. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- j. "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.
- k. "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.
- l. "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.
- m. "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.

- n. “GCC” means the General Conditions of Contract.
- o. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- p. “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.
- q. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- r. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- s. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- t. “Project site,” where applicable, means the place indicated in bidding documents.
- u. “Purchaser” means the organisation purchasing the goods.
- v. “Republic” means the RSA.
- w. “SCC” means the Special Conditions of Contract.
- x. “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.
- y. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

3. Application

- a. 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.
- b. Where applicable, SCC are also laid down to cover specific supplies, services or works.
- c. Where such SCC are in conflict with these general conditions, the special conditions shall apply.

4. General

- a. 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.
- b. 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

5. Standards

- a. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

6. Use of contract documents and information; inspection

- a. 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.
- b. 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.

- c. 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.
- d. 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.

7. Patent rights

- a. 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.

8. Performance security

- a. 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.
- b. 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.
- c. 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:
 - i. 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
 - ii. a cashier's or certified cheque
- d. 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.

9. Inspections, tests and analyses

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

- b. 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 FPB or an organisation acting on behalf of the FPB.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

10. Packing

- a. 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.

- b. 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.

11. Delivery and documents

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

12. Insurance

- a. 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.

13. Transportation

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

14. Incidental services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - i. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - ii. furnishing of tools required for assembly and/or maintenance of the supplied goods;

- iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- iv. 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
- v. 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.

15.13.2 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.

16. Spare parts

- a. 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:
 - i. 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
 - ii. in the event of termination of production of the spare parts:
 - 1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications
 - 3. of the spare parts, if requested.

17. Warranty

- a. 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.

- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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.

18. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in rand unless otherwise stipulated in SCC.

19. Prices

- a. 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

authorised in SCC or in the purchaser's Request for Proposal validity extension, as the case may be.

20. Contract amendments

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

21. Assignment

- a. 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.

22. Subcontracts

- a. 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.

23. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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.

24. Penalties

- a. 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.

25. Termination for default

- a. 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:
 - i. 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;
 - ii. if the Supplier fails to perform any other obligation(s) under the contract; or
 - iii. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- h. 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.

26. Anti-dumping and countervailing duties and rights

- a. 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 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.

27. Force majeure

- a. 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.
- b. 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.

28. Termination for insolvency

- a. 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.

29. Settlement of disputes

- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
 - i. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - ii. the purchaser shall pay the supplier any monies due the supplier.

30. Limitation of liability

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

- ii. 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.

31. Governing language

- a. 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.

32. Applicable law

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

33. Notices

- a. 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
- b. 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.

34. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. 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 SARSs.

35. National Industrial Participation (NIP) Programme

- a. The NIP Programme administered by the DTI shall be applicable to all

contracts that are subject to the NIP obligation.

36. Prohibition of restrictive practices

- a. 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).
- b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- c. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	

TERMS OF REFERENCE

Employee Wellness Programme for the FPB

Background of the FPB:

The Film and Publication Board is a statutory body, with its main task being the classification of films, videos, DVD's, computer games and certain publications for their suitable age viewership. Our mission is to be a "credible and visible content classification authority". check the revised strategy 2021-2022

The FPB Head Office is situated in Centurion.

Our regional branches are Gauteng (Centurion based Head Office), Cape Town and Durban.

The Staff Compliment comprises:

FPB Staff – 111

Classifiers – 36

Quality Assurers - 4

The FPB seeks to appoint a suitable independent Employee Wellness Service Provider to:

- Implement and coordinate an approved system as a contracted service provider for a 3-year period.

The terms of reference for the service provider are as follows:

	Detail	Time period
1.	Review of current employee wellness framework and identifying improvement and enhancement areas	Annually
2.	Review of the current policies related to employee wellness. Identify improvement/enhancement areas especially related to pandemics and other legislative changes: Policies included but not limited to: Chronic Illness and Disability Management Policy Employee Wellness Policy Health and Safety Policy Ill Health and Ill Capacity Policy HIV/Aids Policy Leave Policy Smoking Policy	Annually

3.	Develop proposals for an integrated plan for the organization including the implementation of EAP support and counselling services, wellness awareness programme, on-site clinic services and other relevant interventions and initiatives. Including the following: - Comprehensive HIV/Aids related programme. - Wellness related skills training for staff, management, and executives (anti-stress programmes, digitized stress relief, stress management) - Provide input and guidance to Health and Safety Committee regarding office environment and wellness issues. This should include occupational screenings in terms of light quality, air quality, components that has health triggers and could include sick building syndrome. Proposals should include a detailed GANNT chart with proposed plans and a total annual cost for the three-year period. (Incorporate price escalation from year 2 and 3 in your project) As an when services such as face to face counselling (can be quoted as unit costs per intervention) – counselling – up to 6 face to face counselling sessions.	Annually
4	Provide an Executive Health and Wellness screening.	Annually
5	Coordinate, monitor and provide organizational wide employee wellness programme over a three-year period	Monthly
6	Provide an on-line portal of services and assessment data or access online data	Monthly
7	Debriefing for Compliance group - 11 Compliance Monitors - 3 Regional Coordinators - 3 Regional Administrators	Quarterly

8	Debriefing for CP Officers and Online Monitors - 2 Online Monitors - 2 CP Officers	Quarterly
9	Debriefing for Client Support Unit - 7 Client Support Officers - 1 Assistant Manager: Client Support - 1 Filing and Document Management Administrator	Quarterly
10	Debriefing for Classifiers & Quality Assurers - 40 Classifiers (divided in 2 groups)	Quarterly
11	Counselling service - Trauma counseling to individuals and their families if it is required	Upon occurrence – invoiced per unit cost for face-to-face intervention. Call-Centre service available to all staff.
12	Wellness awareness Program	Bi-annual workshop to staff on nutrition, weight control and health related topics
13	HIV/Aids screening: - Voluntary counseling and testing	Bi-annually
14	Stress Management Workshop: (inclusion of technology – digitized systems to manage stress) - Exec/Senior Management (15) - Assistance Managers (13) - Staff (4groups of 15)	Annually
15	Smoke-enders programme: - +- 12 staff members	Annually
16	Weight-loss programme: - +- 14 staff members	Annually
17	Environmental monitoring – annual screening of all three venues: (Advise on preventing sick-building syndrome – OHS Compliance) - Water quality - Air quality - Light Quality - Bacterial Content	Annually

18	Awareness on health priorities – e.g. Diabetes month Cancer month HIV/Aids – day Disability month	Monthly newsletters and information on related issues
19	Wellness Day – All Staff (111) - Blood Pressure screening - Glucose screening - Cholesterol screening - Eye/Vision Screening - Financial Wellness and debt management - Staff awareness workshops on Diabetes/cancer/HIV/Aids and the impact there-of on family, life-threatening diseases, burning health issues – global and local, Disability, Organ Donor services etc. - Blood donation drives	Quarterly Trend of 30 individuals attending information sessions. Trend of maximized staff attending screenings.
20	Eye-test/Vision screening – Mobile unit required	Annually – can be part of one of the wellness days
21	Reporting Providing monthly, quarterly, and annual cumulative reports	Monthly, Quarterly and Annual Report required

Gate 1: Mandatory requirements

- The Service Provider should be a member of the Employer assistance Professionals Association of SA and HCPSA. Valid, certified, and accredited.
- Dedicated Account Manager and team for administrative purposes (Account Manager - years of experience 5 years, team experience 5 years)
- All Counsellors to have a minimum of 5 years' experience.
- Proof that Team is registered with Employer Assistance Professional Association of SA or HCPSA – Valid, certified, and accredited.
- 5 years organizational experience in wellness services being providing (Organization)

All bidders must submit the documents listed in Table 1 below.

Table 1: Documents that must be submitted for pre-qualification.

Gate 2 Technical Evaluation Criteria = 100 points

All bidders that have met the Pre-qualification criteria in (Gate 1) will be evaluated in Gate 2 for functionality. Functionality will be evaluated as follows.

- Bidders will be evaluated out of 120 points; and are required to achieve a

Document that must be submitted	Non-submission will result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied document
Tax Status	Yes	Tax Compliance Pin must be submitted with the bid. The validity of the Tax Clearance Certificate/Tax Compliance Pin issued by the South African Revenue Services certifying that the tax status of the Bidder is in order will be verified against the information recorded in the Central Supplier Database (CSD) In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence
Declaration of interest – SBD 4	Yes	Complete and sign the supplied document
Preference Point Claim Form – SBD 6.1	Yes	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Yes	Complete and sign the supplied document
Certificate of Independent Bid Determination – SBD 9	Yes	Complete and sign the supplied document
Registration on Central Supplier Database (CSD)	Yes	All bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za to obtain your vendor number.
Proposal document	Yes	Along original, 2 copies and CD-ROM/USB
Accreditation with HCPSA or Council of Social Workers	Yes	Provide valid accreditation certificate

minimum of 84 out of 100 points to be evaluated in Gate 3.

- As part of due diligence, the Film and Publication Board might conduct a site visit for validation of the proposed solution and/or required services.

Functionality will be measured in terms of the following indicators:

Criteria	Weight
Experience in wellness services being providing (Organization)	10
Dedicated Account Manager and team for administrative purposes (years of experience)	10
Trauma Counseling and Debriefing – Debriefing for staff in terms of trauma as well as quarterly debriefing for Classifiers and Operational Staff.	20
Wellness Service Provided – What is included in the service?	30
Company Profile	10
Experience – Years of experience in the field. Minimum of 3 recent (2015 to 2021) references for the provision of a Wellness Programme within the Public Sector.	10
Multilingualism – ability to assist in all 11 SA languages.	10
Sound Financial Position – Financial stability and ability to provide the service required. Evidenced through the provision of your independently reviewed or audited statements.	10
Reporting – Professionalism of reporting, formatting, and content to be illustrated.	10

The above functionality criteria will be evaluated on applicable values as outlined below:

Functionality	Weight	1 (Very Poor)	2 (Poor)	3 (Good)	4 (Very Good)	5 (Excellent)	Total Score
Experience in wellness services being providing (Organization)	10	N. A	N. A	5 years of experience	6 – 8 years of experience	9 + years of experience	
Dedicated Account Manager and team for administrative purposes (years of experience)	10	N. A	N. A	5 years' experience	6-8 years of experience	9 + years of experience	

Trauma Counseling and Debriefing – Debriefing for staff in terms of trauma as well as quarterly debriefing for Classifiers and Operational Staff.	20	Less than 4 years of experience	4 - 5 years of experience	6 - 7 years of experience	8 - 9 years of experience	10+ years of experience	
Wellness Service Provided – What is included in the service (Reference to Detail listing on service provider – 1 mark for every item listed)	40	Less than 11	More than 11 and less than 13	More than 13 and less than 15	More than 15 less than 17	More than 17	
Company Profile (Marks allocated for Footprint, and access to technology. List of wellness equipment provided)	10	1 Footprint limited to one province, Profile is not reflective of the use of technology. Access to electronic and mobile units not included in	N. A	2 Footprint nationally, Profile reflective of use of technology for counseling and services. Access to electronic equipment and mobile units – list of wellness equipment noted. (e.g.,	N. A	3 Footprint internationally, Use of multiple forms of technology for counselling and services. Access to various electronic and mobile units, comprehensive list of	

		service. (e.g., pandemic related access to services)		intervention not face- face)		wellness equipment provided.	
Minimum of 3 references for Wellness Program within the Public Sector	10	N. A	N. A	3 references	4 references	More than 4 references	
Multilingualis m – ability to assist in the 11 languages as recognized.	10	N. A	N. A	11 official languages	12 to 14 languages	More than 14 languages + other non- recognized languages	
Sound Financial Position – Financial stability and ability to provide the service required.	10	Audited/ Reviewe d Financial Statemen ts for 1 year. Sufficient working capital.	Audited/R eviewed Financial Statement s for 2 years. Sufficient working capital	Audited/Rev iewed Financial Statements for 3 years. Sufficient working capital	Audited/R eviewed Financial Statement s for 4 years. Sufficient working capital	Audited/Re viewed Financial Statements for more than 4 years. Sufficient working capital	
Reporting – Professionalis m of reporting, formatting, and content to be illustrated.	10	Less than 2	3	4	5	More than 5	

General Requirement in terms of Technical Specifications:

- The service must consist of multilingual, confidential, and unlimited access to a 24hour, 7 day a week personal support service with all calls answered by fully qualified counselors.
- Up to 6 personal counseling sessions per year close to his or her residence or place of work for each staff member. Or choice of the employee.

- Additional support for potential medical boarding or ad hoc health assessments.
- Quarterly debriefing of Classifiers and Operational Staff – group and or individual sessions.
- Critical incident service that offers prompt and professional individual and group trauma debriefing and counseling services to employees exposed to incidents of trauma. Critical incident services must be provided within 12 to 48 hours of the incident.
- Briefing and Training of Managers and Assistant Managers on wellness related issues.
- Implementation and promotion of Employee Wellness Programme
- Assist HC unit in reviewing its wellness policies.
 - Customer designed programme to ensure all employees know what services they will receive from the wellness provider. This will include:
 - Consultancy to provide proper communication materials (brochures, booklet, and wallet cards)
 - Organizational consultancy to ensure the effective implementation of the EWP.
 - Promotion of the EWP at relevant sites and locations (Head Office, Cape Town, and Durban)
 - Management of administration
 - Regular Review of procedures
 -

Gate 3: Price and BBBEE Evaluation 80/20 points

Price = 80 points

BBBEE = 20 points