

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>NT006-2022</b>	CLOSING DATE:	<b>23/05/2022</b>	CLOSING TIME:	<b>11:00 AM</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) AND PRIMARY HEALTH CARE SERVICES FOR NATIONAL TREASURY FOR PERIOD OF 3 YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:

<b>TENDER INFORMATION CENTRE (TIC)</b>
<b>DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>
<b>240 Madiba Street, Pretoria</b>

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
	<input type="checkbox"/>	NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW ]</p>
<p>SIGNATURE OF BIDDER</p> <p>.....</p>	<p>DATE</p>		
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p><b>National Treasury</b></p>		<p>CONTACT PERSON</p>
<p>CONTACT PERSON</p>	<p><b>NTAdministrativeTenders@Treasury.gov.za</b></p>		<p>TELEPHONE NUMBER</p>
<p>TELEPHONE NUMBER</p>			<p>FACSIMILE NUMBER</p>
<p>FACSIMILE NUMBER</p>			<p>E-MAIL ADDRESS</p>
<p>E-MAIL ADDRESS</p>	<p><b>NTAdministrativeTenders@Treasury.gov.za</b></p>		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
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3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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



**national treasury**

Department:  
National Treasury  
**REPUBLIC OF SOUTH AFRICA**

## **NATIONAL TREASURY**

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**APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND  
WELLNESS PROGRAMME (EHWP) AND PRIMARY HEALTH CARE SERVICES  
FOR NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

**CLOSING DATE: 23 MAY 2022 AT 11:00 AM**

**VALIDITY PERIOD: 90 DAYS**

## **1. PURPOSE**

To provide counseling services to employees of the National Treasury (Hereafter referred to as "NT"). The full range of services required is set out in the 'Scope of Work' hereunder.

## **2. BACKGROUND**

- 2.1. The NT requires a service provider to provide Employee Health and Wellness Programme (EHWP) services to approximately 1250 employees across NT sites; X2 in Pretoria Central Business District (CBD), x1 in Centurion and x1 in Cape Town for 3 years.
- 2.2. The Service must amongst others, deal with psychological and work-related problems.
- 2.3. The services required are for all National Treasury employees (permanent and fixed-term contract, including employees appointed as Interns as well as Chartered Trainee Accountants) and their immediate families. According to the Department of Public Service and Administration (DPSA), immediate family members refer to the employee's parent, adoptive parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling.

## **3 SCOPE OF THE WORK PSYCHOSOCIAL SERVICE**

- 3.1 The Service Provider shall provide an unlimited access to 24-hour personal support by the way of a call centre, which must at all times be staffed by suitably qualified professionals (Social Workers, Psychologists, registered counsellors, medical, financial and legal practitioners) registered with their respective professional bodies. This service should be available to NT employees daily regardless of the time of the day and whether or not the day falls on a Public Holiday or Weekend (i.e. 24/7/365). The incoming calls must wait for not more

than 30 (thirty) seconds before being attended by the operator. Employee logging a call must be afforded an opportunity to log a call in all the official languages. Continuous follow-up communication must be done with an individual until the matter is successfully resolved.

3.2 Referral for face-to-face counselling shall comprise of 1-6 counselling sessions per person per year (per condition) close to his or her residence or place of work. Referral shall be either self-referral of the employee following a telephonic counselling session, or referral by the employee's line manager to the EHWP Specialist within the National Treasury. If further intervention is needed after the 6 sessions, the case will be reviewed and further intervention may be provided, the service provider to include cost for extra session. All those requiring face-to-face counselling will be contacted by clinician within 24 hours of referral and first consultation will take place within one week of referral except in an emergency cases.

3.3 The Life Management Service shall comprise of Legal, Financial, and Family Care Services.

- The legal service includes telephonic legal advice, the provision of precedents as well as referrals to appropriate legal services and bodies. The legal services exclude legal representation in the court of law;
- The financial services shall intend to help those employees who require assistance with the management of debt and financial concerns. This excludes the provision of free debt counseling services;
- The family care service shall support employees to cope with pressures of caring for their family members (including children with special educational needs and older or disabled relatives) by providing information and guidance on a wide range of childcare, eldercare and disability issues. This includes educational workshops at the National Treasury premises/virtual as required, limited to not more than 1 workshop a quarter (3 months).

- 3.4 A critical Incident services offering 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 traumatic incident.
- 3.5 Service provider to design appropriate marketing and communication materials e.g. EHWP brochures, wallet cards, and posters. NT must approve all material.
- 3.6 Education Training Programmes/Preventative Programme in the form of stress management, alcohol and substance abuse, managerial/supervisory referral, pre-retirement, marriage/relationship enrichment and various motivational talks. All educational training slides presented will be the shared with National Treasury.

#### **4 SCOPE OF THE WORK PRIMARY HEALTH CARE SERVICES**

##### **4.1 Provision of Primary Health Care (PHC) On-site primary healthcare services and emergency procedures (Clinic Services) comprising of:**

- A nurse servicing the clinic for two days in a week (Tuesdays and Thursdays), for a period of 6 hours on each day, commencing at 08:00 to 14:00. 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.
- The onsite clinic should also provide other screening services as per National Health Calendar e.g. prostate screening during men's health month, breast screening during breast cancer awareness month.
- Flu vaccination to be provided to approximately 200 NT employees per year.
- The onsite clinic must be managed by a registered Nurse with Primary Health Care qualification.
- Occupational Health Medical doctor (General Practitioner - GP) servicing the clinic once a week, preferably on Wednesdays for one hour commencing

from 09h00-10h00. The doctor will be allowed to examine and refer employees, providing prescriptions under his/her own registered practice number but will not be able to dispense any medication. The doctor will also be required to attend to occasional events of emergencies (stabilisation of injured employee onsite before the ambulance arrives). The medical doctor will also provide medical assessment and opinion as and when required.

- The service provider must provide all tools and/or medical supplies and/or equipment, at its own cost, in order to perform all the above-mentioned services.
- Dispose of all medical equipment according to the Health Profession requirements.

#### **4.2 Promotion of healthy lifestyle and awareness campaigns through calendar awareness events**

- Health information (electronic articles) according to the national health calendar and must be branded. Additional topics or health information must be forwarded in case of national or regional health alerts or outbreaks. These articles to be branded as per NT's specifications.
- Service provider to design appropriate marketing and communication materials e.g., EHWP brochures, wallet cards, and posters. NT must approve all material.
- Provide promotional materials and wellness magazines within the Wellness Centre.
- Provide access to dieticians and Fitness Trainers which will focus on nutrition, healthy diet, exercise and weight loss.
- 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
- Conduct random drug testing within the workplace



- Provides Executive Wellness Programme to Executive. The Executive programme should cover all the necessary health and wellness aspects not limited
  - General Medical.
  - Functional Wellness Assessment
  - Brain Performance.
  - Pathology
  - Functional Muscle Movement and Muscle Activation
  - Nutrition
  - Health Coaching

## **5. Management and Administration**

- 5.1 A dedicated Account Manager to be allocated for NT.
- 5.2 On-going liaison with the National Treasury's EHWP Specialist regarding the performance of the EHWP service provider in respect of its obligations under this agreement. This includes developing objectives for the EHWP together with measurements for efficiency, quality and cost effectiveness.
- 5.3 Service provider, together with the EHWP Specialist to develop comprehensive plan to implement the EHWP objectives stipulated by the DPSA.
- 5.4 Service provider to provide quarterly organization consultancy meetings to ensure the effective implementation of EHWP, however, the meetings may be Ad hoc as the need requires.
- 5.5 Change Control - if the service provider decided to change the Account Manager, the following shall occur:
  - Notify change within reasonable time
  - A formal and proper and proper handover will take place.

## **6. REPORTING REQUIREMENTS**

- 6.1 The service provider shall provide monthly, quarterly and annual reports to management with comprehensive, accurate analysis and interpretations of trends and problem profiles and possible interventions within 5 working days from end of the month, quarter or year to which the report relates.
- 6.2 The report format should be agreed upon between the service provider and NT Employee Health and Wellness Unit. These reports must at all times be in the format prescribed by the Department and accompanied by invoices before the 5<sup>th</sup> of the month following the month in which services were rendered.
- 6.3 Consolidated monthly, quarterly report must contain amongst other the following
- Utilization report including gender, division, directorate and problem category progress report; for new and repeat participants.
  - Any problems/ behavioural risks/ conditions identified during the quarter per divisions.
  - Any aspects that need to be brought to the attention of the Department.
  - Absenteeism analysis outlining the divisions impacted in terms of absenteeism trends; and
  - Comparative statistics of the above-mentioned points.

## **7. PRICING MODEL**

The service providers are required to submit two (2) different quotations based on the following pricing models. The Service provider should indicate price escalations as per the sectoral inflation rate for year 1, year,2 and year 3.

- Fee for service (variable)
- Service per headcount (Fixed cost)

## **8. EVALUATION OF BIDS**

### **8.1 Mandatory Requirements**

A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

- a) Proof of company registration on Central Supplier Database Registration (CSD)
- c) Proof of valid registration with Compensation for Occupational Injuries and Disaster
- d) Doctor to submit up to date certified copy of registration with the Health and Professional Council of South Africa (HPCSA).
- e) Dietician to submit up to date certified copy of registration with the Health and Professional Council of South Africa (HPCSA).
- f) Nurse to submit up to date certified copy of registration with the South Africa Nursing Council (SANC)

#### **NOTE: Additional Required Documents (Not for elimination)**

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which Will be verified)
- b) Valid certified BBBEE certificate / affidavit in case of EME and QSE

### **8.2 Functionality Evaluation**

A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

Attach CV's of the available personnel that will be dedicated to this project and original certified copy of the certificates for the qualifications, for each relevant profession. (NB: the CV must include years of experience in the relevant field, number of projects completed and the name of the project) Failure to comply with these requirements will result in a Zero Score.

No	Criteria Functionality Evaluation Criteria	Scoring	Weight
1.	<b>Company Experience</b>		
1.1	<ul style="list-style-type: none"> <li>The service provider should have at least five (5) years of experience in Employee Health and Wellness Environment (public and private sector)</li> </ul>	5 = 8 or more years 4 = (6-7) years 3 = (5) years 2 = (2-4) years 1 = (1 year or less)	10
1.2	<p><b>Proven Record</b></p> <p>List of three (3) or more similar projects than were executed in a time period, in the past five years as per the scope of work section 3 and section 4</p> <p>The list must mention the following:</p> <ul style="list-style-type: none"> <li>Contract Description</li> <li>Duration of the contract</li> <li>Amount</li> <li>Contact Number</li> <li>Contact Person</li> </ul>	5 = 5 or more projects 4 = 4 projects 3 = 3 projects 2 = 2 projects 1 = 1 project	5
2.	<b>Management Experience</b>		
2.1	<p><b>Accounts Manager</b></p> <ul style="list-style-type: none"> <li>A Bachelor Degree in Psychology and/or Counselling Psychology/ and or Clinical Psychology or Bachelor Degree in Social Work.</li> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	5 = Master's Degree and above 4 = Honours Degree 3 = Bachelors Degree 2 = Diploma 1= No qualifications	5

2.2	<ul style="list-style-type: none"> <li>Five (5) years' experience in Health and Wellness Management.</li> </ul>	5 = 8 or more years 4 = (6-7) years 3 = (5) years 2 = (2-4) years 1 = (1 year or less)	5
2.3	<p><b>Medical Doctor</b></p> <ul style="list-style-type: none"> <li>MBCHB and a Post Graduate Diploma/Certificate in Occupational Health.</li> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	5 = MBCHB plus a post graduate Diploma in Occupational Health 4 = MBCHB plus a post graduate Certificate in Occupational Health 3 = MBCHB only 2 = Diploma in Occupational Health 1 = Certificate in Occupational Health or No Qualifications	10
2.4	<ul style="list-style-type: none"> <li>Five or more years' experience as a practising doctor. An experience in occupational health will be an advantage.</li> </ul>	5 = 8 or more years 4 = (6-7) years 3 = (5) years 2 = (2-4) years 1 = (1 year or less)	5
2.5	<p><b>Professional Nurse</b></p> <ul style="list-style-type: none"> <li>A qualification as a professional nurse (Diploma in Nursing with Primary Health Care).</li> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	5 = Masters in Nursing Science and above with Primary Health Care 4 = Honours in Nursing Science with Primary Health Care 3 = Diploma in Nursing with Primary Health Care 2 = Certificate in Nursing with Primary Health Care 1 = No Qualification	10
2.6	5 or more years' experience in nursing, experience in Primary Health Care.	5 = 8 or more years 4 = (6-7) years	5

		<p>3 = (5) years</p> <p>2 = (2-4) years</p> <p>1 = (1 year or less)</p>	
2.7	<p>Proof that the following EHWP team members are either employed/ contracted through associates Networks:</p> <ul style="list-style-type: none"> <li>• Social Workers</li> <li>• Psychologists</li> <li>• Counsellors</li> <li>• Legal and Financial advisors</li> </ul> <p>(The bidder will be expected to work with other financial and legal advisors)</p> <p>Confirm accessibility of the team 24/7 365 days and proficiency in all South African Languages</p>	<p>5= Excellent Consist of all 5 required members proficiency in all languages and available 24/7 and 365 days.</p> <p>4= Very Good Consist of 4 required members proficiency in all languages and available 24/7 and 365 days.</p> <p>3= Good Consist of 3 required members proficiency in all languages and available 24/7 and 365 days.</p> <p>2= Average Consist of 2 required members proficiency in all languages and available 24/7 and 365 days.</p> <p>1= Poor Consist of 1 or no required members proficiency in all languages and available 24/7 and 365 days.</p>	15
2.8	<p>Provide proof of footprint presence in all nine provinces and in the form of Affiliates/Associates/Networks</p>	<p>5= Affiliates/Associates/Networks in all 9 provinces.</p> <p>4= Affiliates/Associates/Networks in 7-8 provinces</p> <p>3= Affiliates/Associates/Networks in 4-6 provinces</p> <p>2= Affiliates/Associates/Networks in 1-3 provinces</p> <p>1= Affiliates/Associates/Networks in 0 provinces</p>	10

2.9	<p>Ability to provide access to dieticians and fitness trainer/s,</p> <ul style="list-style-type: none"> <li>• submit CVs for dietician and fitness trainer/s</li> </ul>	<p>5= Excellent 4= Very Good 3= Good 2= Average 1= Poor</p>	5
2.10	<p>Ability to provide executive wellness which are not limited to-:</p> <ul style="list-style-type: none"> <li>• General Medical.</li> <li>• Functional Wellness Assessment</li> <li>• Brain Performance.</li> <li>• Pathology</li> <li>• Functional Muscle Movement and Muscle Activation</li> <li>• Nutrition</li> <li>• Health Coaching</li> </ul>	<p>5= Excellent 4= Very Good 3= Good 2= Average 1= Poor</p>	5
2.11	<p>Demonstrate the ability to provide marketing and communication materials, education and training or preventative programmes</p> <ul style="list-style-type: none"> <li>• booklets,</li> <li>• pamphlets,</li> <li>• newsletters etc.</li> </ul>	<p>5= Excellent 4= Very Good 3= Good 2= Average 1= Poor</p>	10
2.12	<b>Total</b>		<b>100</b>
2.13	<b>Minimum Threshold</b>		<b>70%</b>

All proposals will be evaluation on the criteria provided above. The proposal of all service providers will be rated on the scale of 1 to 5.

1. Unacceptable, does not meet set criteria
2. Weak, less than acceptable. Not sufficient for performance requirements.
3. Satisfactory should be adequate for stated element.
4. Very good, above average compliance to the requirements.
5. Exceptional mastery of the requirements should ensure extremely effective performance.





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**Special Conditions of Contract**

**NT006-2022:**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND  
WELLNESS PROGRAMME (EHWP) AND PRIMARY HEALTH CARE SERVICES FOR NATIONAL  
TREASURY FOR A PERIOD OF 3 YEARS**

**CLOSING DATE: 23 MAY 2022 AT 11:00 AM**

**VALIDITY PERIOD: 90 DAYS**

S U P P L Y   C H A I N   M A N A G E M E N T

## **A LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

### **1. EVALUATION PROCESS AND CRITERIA**

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

#### **1.1.1 Phase I: Initial screening process**

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

#### **1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference**

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the

respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

No	Criteria Functionality Evaluation Criteria	Scoring	Weight
1.	<b>Company Experience</b>		
1.1	<ul style="list-style-type: none"> <li>• The service provider should have at least five (5) years of experience in Employee Health and Wellness Environment (public and private sector)</li> </ul>	5 = 8 or more years 4 = (6-7) years 3 = (5) years 2 = (2-4) years 1 = (1 year or less)	10
1.2	<p><b>Proven Record</b></p> <p>List of three (3) or more similar projects than were executed in a time period, in the past five years as per the scope of work section 3 and section 4</p> <p>The list must mention the following:</p> <ul style="list-style-type: none"> <li>• Contract Description</li> <li>• Duration of the contract</li> <li>• Amount</li> <li>• Contact Number</li> <li>• Contact Person</li> </ul>	5 = 5 or more projects 4 = 4 projects 3 = 3 projects 2 = 2 projects 1 = 1 project	5
2.	<b>Management Experience</b>		
2.1	<p><b>Accounts Manager</b></p> <ul style="list-style-type: none"> <li>• A Bachelor Degree in Psychology and/or</li> </ul>	5 = Master's Degree and above 4 = Honors Degree	5

	<p>Counselling Psychology/ and or Clinical Psychology or Bachelor Degree in Social Work.</p> <ul style="list-style-type: none"> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	<p>3 = Bachelor's Degree 2 = Diploma 1= No qualifications</p>	
2.2	<ul style="list-style-type: none"> <li>Five (5) years' experience in Health and Wellness Management.</li> </ul>	<p>5 = 8 or more years 4 = (6-7) years 3 = (5) years 2 = (2-4) years 1 = (1 year or less)</p>	5
2.3	<p><b>Medical Doctor</b></p> <ul style="list-style-type: none"> <li>MBCHB and a Post Graduate Diploma/Certificate in Occupational Health.</li> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	<p>5 = MBCHB plus a post graduate Diploma in Occupational Health 4 = MBCHB plus a post graduate Certificate in Occupational Health 3 = MBCHB only 2 = Diploma in Occupational Health 1 = Certificate in Occupational Health or No Qualifications</p>	10
2.4	<ul style="list-style-type: none"> <li>Five or more years' experience as a practicing doctor. An experience in occupational health with be advantage.</li> </ul>	<p>5 = 8 or more years 4 = (6-7) years 3 = (5) years 2 = (2-4) years 1 = (1 year or less)</p>	5
2.5	<p><b>Professional Nurse</b></p> <ul style="list-style-type: none"> <li>A qualification as a professional nurse (Diploma in Nursing with Primary Health Care).</li> </ul>	<p>5 = Masters in Nursing Science and above with Primary Health Care 4 = Honours in Nursing Science with Primary Health Care 3 = Diploma in Nursing with Primary Health Care</p>	10

	<ul style="list-style-type: none"> <li>All foreign Qualifications must be accompanied by SAQA evaluation report.</li> </ul>	<p>2 = Certificate in Nursing with Primary Health Care</p> <p>1= No Qualification</p>	
2.6	5 or more years' experience in nursing, experience in Primary Health Care.	<p>5 = 8 or more years</p> <p>4 = (6-7) years</p> <p>3 = (5) years</p> <p>2 = (2-4) years</p> <p>1 = (1 year or less)</p>	5
2.7	<p>Proof that the following EHWP team members are either employed/ contracted through associates Networks:</p> <ul style="list-style-type: none"> <li>Social Workers</li> <li>Psychologists</li> <li>Counsellors</li> <li>Legal and Financial advisors                             <ul style="list-style-type: none"> <li>(The bidder will be expected to work with other financial and legal advisors)</li> </ul> </li> <li>Confirm accessibility of the team 24/7 365 days and proficiency in all South African Languages</li> </ul>	<p>5= Excellent Consist of all 5 required members' proficiency in all languages and available 24/7 and 365 days.</p> <p>4= Very Good Consist of 4 required members' proficiency in all languages and available 24/7 and 365 days.</p> <p>3= Good Consist of 3 required members' proficiency in all languages and available 24/7 and 365 days.</p> <p>2= Average Consist of 2 required members' proficiency in all languages and available 24/7 and 365 days.</p> <p>1= Poor Consist of 1 or no required members' proficiency in all languages and available 24/7 and 365 days.</p>	15
2.8	Provide proof of footprint presence in all nine provinces and in the form of Affiliates/Associates/Networks	<p>5= Affiliates/Associates/Networks in all 9 provinces.</p> <p>4= Affiliates/Associates/Networks in 7-8 provinces</p> <p>3= Affiliates/Associates/Networks in 4-6 provinces</p>	10

		2= Affiliates/Associates/Networks in 1-3 provinces 1= Affiliates/Associates/Networks in 0 provinces	
2.9	Ability to provide access to dieticians and fitness trainer/s, <ul style="list-style-type: none"> <li>submit CVs for dietician and fitness trainer/s</li> </ul>	5= Excellent 4= Very Good 3= Good 2= Average 1= Poor	5
2.10	Ability to provide executive wellness which are not limited to:- <ul style="list-style-type: none"> <li>General Medical.</li> <li>Functional Wellness Assessment</li> <li>Brain Performance.</li> <li>Pathology</li> <li>Functional Muscle Movement and Muscle Activation</li> <li>Nutrition</li> <li>Health Coaching</li> </ul>	5= Excellent 4= Very Good 3= Good 2= Average 1= Poor	5
2.11	Demonstrate the ability to provide marketing and communication materials, education and training or preventative programmes <ul style="list-style-type: none"> <li>booklets,</li> <li>pamphlets,</li> <li>newsletters etc.</li> </ul>	5= Excellent 4= Very Good 3= Good 2= Average 1= Poor	10
2.12	<b>Total</b>		<b>100</b>
2.13	<b>Minimum Threshold</b>		<b>70%</b>

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) Any proposal not meeting a minimum score of 70% for functionality proposal will be disqualified and the financial proposal will remain unopened
- i) 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.

#### 1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

## 2. EVALUATION CRITERIA

- a. The following formula will be used to calculate the points for price in respect of bidders with a Rand value above R50 000 000 Per National Treasury Procurement Policy.

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

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

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment (BBBEE) contributor as stipulated on the National Treasury Preferential Procurement Policy. For this bid, the maximum number of BBBE points that could be allocated to a bidder is indicated in paragraph 2.1.

- c. The State reserves the right to arrange contracts with more than one contractor.

## 2.1 POINTS

Bidders are required to submit valid original or certified copies of their B-BBEE Document Level Certificates from a SANAS accredited verification agency or sworn affidavit. Failure to submit this document will result in no award of BBEE points. The 90/10 preference points systems will be applied in accordance with the formula and applicable points as per 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-complaint contributor	0

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- f. Points scored will be rounded off to the nearest 2 decimals.
- g. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status as per the policy. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- h. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.



#### **i. Joint Ventures, Consortiums and Trusts**

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

### **3. MANDATORY REQUIREMENTS**

3.1 A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

- a) Proof of company registration on Central Supplier Database (CSD)
- b) Proof of valid registration with Compensation for Occupational
- c) Injuries and Disaster
- d) Doctor to submit up to date certified copy of registration with the
- e) Health and Professional Council of South Africa (HPCSA). Dietician to submit up to date certified copy of registration with the Health and Professional Council of South Africa (HPCSA).
- f) Nurse to submit up to date certified copy of registration with the South Africa Nursing Council (SANC)

**FAILURE TO ADHERE TO THE CONDITIONS OF THE BID WILL LEAD TO DISQUALIFICATION.**

**NOTE: Additional Required Documents (Not for elimination)**

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which Will be verified)
- b) Valid certified BBBEE certificate / affidavit in case of EME and QSE

**4. TAX COMPLIANCE STATUS**

- 4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

**5. VALUE ADDED TAX**

- 5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.

**6. CLIENT BASE**

- 6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

**7. LEGAL IMPLICATIONS**

Successful service providers will enter into a service level agreement with National Treasury.

**8. COMMUNICATION**

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

**9. LATE BIDS**

**Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.**

**10. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

## **11. PROHIBITION OF RESTRICTIVE PRACTICES**

- a. In terms of section 4(1) 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:
  - directly or indirectly fixing a purchase or selling price or any other trading condition;
  - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
  - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

## **11. FRONTING**

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## 12. PRESENTATION

- 12.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

## 13. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury.

## 14. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

### 15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT006-2022

Description: NT006-2022: APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) AND PRIMARY HEALTH CARE SERVICES FOR NATIONAL TREASURY FOR PERIOD OF 3 YEARS

Bid closing date and time: 23 May 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

### 15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT006-2022

Description: NT006-2022: APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) AND PRIMARY HEALTH CARE SERVICES FOR NATIONAL TREASURY FOR PERIOD OF 3 YEARS

Bid closing date and time: 23 May 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

**The Technical Proposal envelope must contain one original hard copy document, clearly marked “Original”, and four (4) hardcopies, clearly marked “Copy”. Bidders may attach soft copies in a USB format**

## 16. CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: [NTAdministrativeTenders@Treasury.gov.za](mailto:NTAdministrativeTenders@Treasury.gov.za)



# national treasury

Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001 • 40 Church Square, PRETORIA, 0002 • Tel: +27 12 315 5111, Fax: +27 12 406 9055 • [www.treasury.gov.za](http://www.treasury.gov.za)

## FEE FOR SERVICE STRUCTURE

DESCRIPTION	RATES 2022@ CPI INCREASE	RATES 2023@ CPI INCREASE	RATES 2024@ CPI INCREASE
<b>1.1 Primary Health Care</b>			
Management Services Fee			
General Practitioner (Dr) (Service per hour)			
Registered Nurse (PHC) (Service per hour)			
Dietitian (Service per hour)			
Fitness Trainer (Service per hour)			
Monthly, Quarterly, Annual Reports & Quarterly			
<b>1.2 Primary Health Care Services Per Employee</b>			
Prostate Screening			
Breast Cancer Screening			
<b>1.3 Health Calendar Awareness</b>			
Health Awareness (workshops/Webinars) per event			
Health Awareness information per wellness calendar			
Life skills awareness sessions / trainings per request			
<b>1.4 Pharmaceuticals</b>			
Family planning per employee			
Flue vaccination for 200 employees			
HIV testing per employee			
Haemoglobin testing			
Pregnancy testing			
Random Drug Testing			
<b>1.5 Executive Wellness</b>			
Ref to paragraph 4.1			



<b>1.6 Psychosocial Services (Head count of 1 250 Employees)</b>			
- Face to face psychosocial Service per employee (per 6 session) per incident.			
- Unlimited 24/7/365 Care Centre Counselling services for employees and family members.			
- Unlimited telephonic legal and financial advice services and assistance			
- Dedicated toll-free number.			
- Unlimited health and Wellness (Including HIV/AIDS) information and advice.			
- Orientation on the programme, training and consultation to managers and supervisors on Health and wellness, employee performance related concerns.			
- Consolidated Monthly, Quarterly, Annual Reports.			
- Up to 30 group Critical Incident Stress Debriefing sessions for three years.			
- Implementation plan including required Custom branded promotional and marketing material- wallet cards, posters and brochures.			
<b>1.7 Reports</b>			
Absenteeism Reports - per report			
<b>1.8 Travel</b>			
Disbursement will be done upon the agreement rates between both parties.			
<b>1.9 Any additional Expenses (List)</b>			

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... **BID NO: NT006-2022**

**CLOSING TIME 11:00 ON 23 May 2022**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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**NT006-2022 APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP) AND PRIMARY HEALTH CARE SERVICES FOR NATIONAL TREASURY FOR PERIOD OF 3 YEARS**

Services must be quoted in accordance with the attached terms of reference and the attached Annexure A

Total cost of the assignment (R inclusive VAT) R.....

**NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)**

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid\_\_\_\_\_
3. Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

\_\_\_\_\_

\_\_\_\_\_

Any enquiries regarding bidding procedures may be directed to –

**Department: National Treasury**

Contact Person: NTAdministrativeTenders@Treasury.gov.za

E-mail address: NTAdministrativeTenders@Treasury.gov.za

Any enquiries regarding technical enquiries may be directed to –

Contact Person: NTAdministrativeTenders@Treasury.gov.za

**PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.**



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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<sup>1</sup> 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</sup> 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

DEPARTMENT OF NATIONAL TREASURY



**PLEASE COMPLETE QUESTIONNAIRE A OR B**

**Contractors'/Suppliers' Questionnaire – Individuals:  
Questionnaire A**

Please answer the questions by marking the appropriate column with an “X”.  
Please do not leave out any question relating to your specific circumstances.

<b>Contractor/Supplier Name:</b>	
<b>Natural Persons:</b>	
<b>Surname:</b>	
<b>Initials:</b>	
<b>First two names:</b>	
<b>Title:</b>	
<b>ID number or passport number:</b>	
<b>Nationality:</b>	
<b>Income Tax reference number:</b>	
<b>Date of birth:</b>	
<b>If not a citizen of the RSA, furnish a certified copy of a work permit:</b>	
<b>Postal address and code:</b>	
<b>Residential address and code:</b>	
<b>Telephone numbers:</b>	
<b>Facsimile numbers:</b>	
<b>E-mail address:</b>	
<b>If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:</b>	
<b>Jurisdiction in which contractor is “ordinarily resident” i.e. place of permanent residence:</b>	

**DEPARTMENT OF NATIONAL TREASURY**

--

<b>Question</b>		<b>Yes</b>	<b>No</b>
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> <li>• The manner of duties performed;</li> <li>• The hours of work;</li> <li>• The quality of work.</li> </ul>		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> <li>• Leave pay;</li> <li>• Medical aid;</li> <li>• Training;</li> <li>• Sick Leave.</li> </ul>		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
<b>Non-Residents of the RSA</b>			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

**PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE**

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>

DEPARTMENT OF NATIONAL TREASURY



**PLEASE COMPLETE QUESTIONNAIRE A OR B**

**Contractors'/Suppliers' Questionnaire – All Service Providers  
(excluding Individuals): **Questionnaire B:****

Please answer the questions by marking the appropriate column with an "X".  
Please do not leave out any question relating to your specific circumstances.

<b>Contractor/Supplier Name:</b>	
<b>Corporate Contractors (including companies, close corporations and trusts):</b>	
<b>Registered name and furnish a certified copy of registration:</b>	
<b>Nature of legal entity:</b>	
<b>Trade name:</b>	
<b>Registration number:</b>	
<b>Date of incorporation:</b>	
<b>Jurisdiction of incorporation:</b>	
<b>Jurisdiction where effective management is performed:</b>	
<b>Income tax reference number:</b>	
<b>Employees' Tax reference number:</b>	
<b>Value Added Tax number and furnish a certified copy of VAT 103 Certificate:</b>	
<b>Postal address and code:</b>	
<b>Physical address and code:</b>	
<b>Telephone numbers:</b>	
<b>Facsimile numbers:</b>	
<b>E-mail address:</b>	

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		



**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from <b>any one client</b> , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

**PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE**

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>

**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.

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## General Conditions of Contract

### 1. Definitions

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

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

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

**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.