

NOTIFICATION OF TENDER ADVERT – advert

Bid Number: SASSA: 01-21-CS-HO

Bid Description: Bid Description: The South African Social Security Agency hereby invites Service Providers for procurement of specialized Employee Wellness services to the South African Social Security Agency (SASSA) for 3 years

Name of Institution: The South African Social Security Agency

Place where goods, works or services are required: SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Date Published: 14 May 2021
Closing Date / Time: 28 May 2021

Enquiries:
Contact Person: Mogafe Mphahlele

Email: EW2021@sassa.gov.za
Telephone number: 012 200 2412
FAX Number:

Where bid documents can be obtained:
Website: <https://etenders.treasury.gov.za> Share point
www.sassa.gov.za > tenders invitations

Physical Address:

Where bids should be delivered:

Physical Address:

SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria

Briefing Session

Non- compulsory / Optional briefing session will be held on:

Date: 20 May 2021

Time: 10H00 – 12H00

Venue: • **Bidders to forward their company name, email address and contact numbers to the provided SASSA email address (EW2021@sassa.gov.za) at least three (3) days before the briefing session for SASSA to forward a virtual link (MS Teams) to Bidders by 19 May 2021 at 14:00.**



[*paying the right social grant, to the right person,
at the right time and place. NJALO!*

South African Social Security Agency
Head Office

SASSA House • 18 Ferreira Street
Nelspruit • Private Bag X55662 • Nelspruit, 1200
Tel: +27 12 754 9346 • Fax: 086 656 4166
www.sassa.gov.za



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN SOCIAL SECURITY AGENCY)					
BID NUMBER:	SASSA: 01-21-CS-HO	CLOSING DATE:	2021 May 28	CLOSING TIME:	11H00
DESCRIPTION	Bid Description: The South African Social Security Agency hereby invites Service Providers for procurement of specialized Employee Wellness services to the South African Social Security Agency (SASSA) for 3 years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SASSA Head Office, 501 Prodinsa Building, Cnr Steve Biko (Beatrix) and Pretorius streets, Arcadia, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS MOGAFE MPHAHLELE		CONTACT PERSON	Ms Thami Modisane	
TELEPHONE NUMBER	012 200 2412 / 012 400 2130		TELEPHONE NUMBER	012 400 2423	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	EW2021@sassa.gov.za		E-MAIL ADDRESS	EW2021@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number	SASSA: 01-21-CS-HO
Closing Time 11:00 am	Date: 28 May 2021	

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

***Delete if not applicable**

SBD 4

DECLARATION OF INTEREST

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- 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, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 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

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(e) Parliament.

"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.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 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 employed:

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 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**

2.7.2.1 If yes, did you attach 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.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 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? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 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 **YES / NO**

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the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 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

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 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

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

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

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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**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:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....
.....
.....
.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

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

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

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

Js365bW

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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.
- 3 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:
 - a. 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.
 - b. 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.
- 4 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.
- 5 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.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (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

SBD 9

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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.

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.

SBD 9

**Stamp out social grants fraud and corruption
Call 0800 60 10 11 / 0800 701 701**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

**Stamp out social grants fraud and corruption
Call 0800 60 10 11 / 0800 701 701**

TERMS OF REFERENCE (TOR)

For the provision of specialized Employee Wellness services to the South African Social Security Agency (SASSA) for 3 years.

1. INTRODUCTION

SASSA was established to fully enact the constitutional right of all South Africans to have access to social assistance if they are unable to support themselves and their dependants.

As such, SASSA is responsible for ensuring that social assistance grants are delivered to over 17 million beneficiaries on a monthly basis. In view of Government's commitment to further extend the social security net, the beneficiary numbers continue to grow.

In order to fulfill its commitments, SASSA requires a healthy workforce to deliver on the Government's mandate of building a caring society. It is on this basis that SASSA requires the implementation of the Extended Employee Wellness Programmes to assist in mitigating the impact of external stresses on employee performance, thereby assisting employees to perform optimally to align with best practice with regard to Employee Wellness Programmes.

2. BACKGROUND

SASSA has opted for a combined service delivery model, that is, some of the services are provided in-house (policy development/review, implementation; monitoring and evaluation, etc.) whilst other services are outsourced (telephonic intervention 365 days/24 hours/7 days a week coverage, etc.). This option was to enhance the credibility of the service and demonstrate that Employee Wellness (EW) is mindful of utilizing limited resources and illustrate its adaptability in terms of best practice.

SASSA seeks to implement an externally sourced EW programme to promote physical, psychological and social well-being of employees, to reduce the risk posed to the organization by employees' behavioral problems and to maximize their productivity and performance.

The programme should seek to ensure that employees are given immediate access to the services of relevant professional experts as speedily as possible (immediately/within 1 - 48 hours), regardless of the nature of the problem, their location and language preference.

3. PROJECT OBJECTIVE

To provide a comprehensive professional service to address full spectrum of emotional and behavioral problems confronting employees and their families/dependents which may impact negatively on performance (professional telephonic and face-to-face counseling, trauma defusing/debriefing, on individual and group basis).

4. SCOPE

The service will be provided to a staff compliment of approximately 9 000 employees and their families at Head Office (HO) and all nine (9) Regions including District and Local Offices. The Agency will award the Tender to one Bidder nationally (Head Office and all nine Regions including Districts and Local Offices).

The counselling services (face-to-face and telephonic) will also cover the employees' immediate families.

5. PROJECT LOCATION

SASSA's HO Employee Wellness Unit will manage the contract and is based in Pretoria. The Bidder's account manager/s must be available/ accessible for HO and all Regions as and when required.

6. PROJECT PERIOD

It will be expected of the successful Bidder to assume duty after the appointment. The duration of EW service is expected to be three (3) years.

7. DELIVERABLES

Specific Roles and Responsibilities of the Bidder

7.1 Professional telephonic and online support including exit interviews

To provide comprehensive 24 hour, 365 days a year work-life services to address a range of practical issues and concerns confronting employees and their immediate families, including but not limited to:

- Life management (such as legal advice, financial management, medical advice)
 - To provide employees with telephonic/online legal advice, information on legal matters including but not limited to divorce, insurance disputes, wills, etc.

- To provide employees with telephonic/online financial advice, counseling, and coaching including but not limited to debt management, garnishee order validity, financial planning, etc.
- Family care (such as domestic violence, parenting, marital problems, etc.)
- Have access to an extensive database regarding external services that employees / dependents may require throughout the country. This to include but is not limited to names of medical providers, schools, community resources, NGO's, etc.
- To provide managerial consultation and referral service including group and team interventions to support managers in their existing relationships with employees, creating partnerships and monitoring processes with managers in dealing with poor performance and providing them with professional help in effectively handling challenging and difficult people management issues.
- To also conduct telephonic exit interviews. SASSA will provide the exit interview questionnaire and a list of employees exiting the organization as and when needed.

7.2 Face-to-face counseling including Critical Incident Management (individual and group therapy) and Team Audits

To provide face-to-face counseling services with a maximum of four counseling sessions per problem, per year, per family-member/s or groups by a qualified and registered psychologist or social worker - to address the full spectrum of emotional and behavioral problems confronting employees and their families/dependents (such as stress management, depression, substance abuse, domestic violence, financial management, conflict management, organizational restructuring, etc.).

- To provide emotional impact/ trauma debriefing services to individual and groups:
 - In cases of traumatic situations such as, bereavement, robbery, hijack, motor vehicle accidents, for employees and their families. In the event of an onsite work-related trauma, the trauma counselors must be dispatched to render onsite trauma debriefing services according to the required standards.

- To provide employees with a forum in which to deal with the range of challenges faced – where they will have an opportunity to express their feelings in a contained, safe environment and help to normalize what they are experiencing.
- Assess, develop and implement interventions to assist employees and their families in preparing and dealing/coping with organizational changes such as restructuring that may have a negative impact on their wellbeing and performance.
- Team Audits and interventions: To conduct interviews for teams with relationship and group dynamics concerns. Implement relevant interventions with the affected team members and provide coaching customized for individual leaders/managers/supervisors aimed at assisting them in balancing short-term and long-term challenges and goals, developing leadership skills required to lead complex organizational and employee issues so as to promote a healthy working environment: **10 Team Audits** including reports irrespective of the size of the team per year nationally.

7.3 Assessment Tool (such as but not limited to the Enneagram)

To conduct assessments for teams through an assessment tool in support of employees' developmental journeys in the workplace. The assessment tool to address amongst others gaps in leadership, communication, decision making and conflict resolution. Assign a professional and registered Coach who will conduct these assessments and take the teams through the Mentoring & Coaching programme as per the recommendations of the individual and group reports (**10 Team Assessments** per year nationally).

7.4 Comprehensive EW online services

To provide all employees with online EWP services that will afford them access to a wealth of up to date EW information twice in a month and also afford employees the opportunity to engage with different specialists (such as medical, fitness instructors, dieticians, etc.)

7.5 Financial Fun Days

To host Financial Fun Day events for HO and nine Regions where employees will get an opportunity to engage with legal and financial services providers' onsite, explore savings and financial solutions to meet their individual needs, as well gain access to resources which can be approached with regard to debt related queries. To provide a full

day event for nine (9) Regions and HO separately – two events over the three (3) years.

7.6 Disability Management (functional capacity and worksite evaluation)

Employees with disabilities may also experience environmental or social barriers, hindering effective functioning in the workplace. To promote the retention of employees with disabilities in SASSA. Evaluate and provide advice to management regarding reasonable accommodation for employees with disabilities to ensure optimum performance of their duties.

It is essential that employees are evaluated holistically in their environment, to assist in the removal of barriers. This approach will be to eliminate and prohibit prejudice, stereotypes and any form of unfair discrimination against people with disabilities.

The Bidder to provide the following interventions to **20** employees with disabilities per year (HO and Regions):

- **Telephonic consultation with Manager/Supervisor**
 - Discuss the purpose and process of the disability assessment intervention with Regional managers.
 - Provide documentation and consent form to be discussed with and signed by employees.
 - Discuss any difficulties managers may experience with regards to disability management.
- **Telephonic consultation with employee**
 - Telephonic consultation with the employee on the process and purpose of the disability assessment intervention i.e. evaluation by an Occupational Therapist.
 - Discuss current work performance and any difficulties experienced in the workplace.
 - Provide guidance on reasonable accommodation requests and rights of PwD in the workplace.
- **Evaluation by Occupational Therapist on-site**
 - An evaluation with an Occupational Therapist to establish the Functional Capacity of the employees' need for reasonable accommodations in the workplace.
 - Collateral information obtained from manager if deemed appropriate.
- **Provide report**
 - The Occupational Therapist to provide a detailed report including recommendations.

7.7 Workshops/ training including targeted interventions

To provide an implementation plan and implement targeted programmes/interventions aimed at addressing identified challenges and trends within SASSA. These programmes must take into consideration the diverse needs of employees and should be aimed at the following target groups:

- Management: (Executive, Senior, Middle, Junior Managers and Supervisors). To provide a full day workshop/training/information session for nine (9) Regions (bi- annually) and HO (bi- annually).
- Employees: To provide four (4) full day workshop/training/information session for nine (9) Regions annually on EW related issues, lifestyle management programmes (advice, education, and awareness on but not limited to weight management, fitness, nutrition management and disability management in the workplace, etc.)
- EW Teams: 2 EW related workshop (full day) per year.
- Wellness Champions (WC) training: To intensively train new WC. One WC training sessions (full day) per year in Regions and HO separately.

7.8 Marketing and promotion

- To integrate and provide marketing and promotion of the EW services to both managers and employees in all 9 Regions and HO during launch, training and information sessions.
- One promotional material to be provided to employees during the launch (5 days per Region and one day at HO).
- Brochures, posters and pamphlets to be provided to employees on EW services: to all employees once a year.

7.9 HIV and AIDS Workplace Programme

To provide educational programmes to employees about HIV and AIDS prevention, care and support. These programmes should help combat the spread of the epidemic within the organization and foster greater tolerance for employees with HIV and AIDS.

- Wellness Champions (WC):
 - WC Launch: To launch WC in all Regions in each Local Office, train and coach them to be local EWP custodians.
 - Provide ongoing coaching, mentoring, and online support services to WC in Regions and HO.

8. PROJECT MANAGEMENT

To provide project implementation/process monitoring and evaluation support through the regular submission of detailed project management, and management information reports including trend and cost benefit analysis, to SASSA and present progress with regards to the implementation of EWP during Management meetings.

To manage SASSA's account centrally, through a dedicated Account Manager, although SASSA will have Regional project managers who will interface directly with the Provider.

A dedicated Account Manager or contact person must be made available to coordinate the Programme and ensure that the service is appropriately implemented, marketed, and fully integrated into the organization and professionally managed at all times.

9. REPORTING

To compile and submit monthly, quarterly and annual reports (per Regions including Head Office) on the services rendered including but not limited to:

- Types of problems dealt with and the most prevalent problems
- The number of employees assisted;
- The number and types of awareness programmes that took place during that period,
- The number of disability assessment conducted;
- Number of targeted team interventions and meetings conducted; and
- Updated status of each case.

A comprehensive recording and monitoring system must be available to provide detailed information on general utilization and significant themes emerging from the Employee Wellness Programme. These records should outline but not be limited to the number of calls received through the toll free call center, origin of calls, date, and response time to calls. SASSA will have

access to these records as and when required through a duly authorized person/s. This system must ensure that the identities of those utilizing the service remain strictly confidential.

10. ACCESS TO THE SERVICE

- The service must be available through a toll free call centre to all employees and their immediate families 24 hours a day, 365 days a year in all South African official languages.
 - i. In the case of face-to-face counseling the service should be provided within a distance not exceeding 50km away from their workplace.
 - ii. Counseling, legal, medical and financial services/advice must be provided by professionals with qualifications in their respective work fields.
 - iii. A multicultural network of registered clinical psychologists and social workers must be available to provide employees and their families/ dependents with access to face-to-face psychosocial support where appropriate.
 - iv. All services should be accessible to People with Disabilities (all forms of disabilities).

11. MONITORING AND EVALUATION

The appointed Bidder will:

- i. Submit monthly, quarterly and annual reports including any means of verification that may be required by SASSA EW Unit and make presentations to Management structures as and when required.
- ii. Provide SASSA's Project Manager access to the transcripts from their recording system for purposes of verifying utilization rate without compromising the callers' confidentiality.
- iii. Provide a client satisfaction report after utilization of EW services by employees.
- iv. Attend to meeting requests from the EW Unit as and when required.
- v. Keep minutes of each meeting that took place between SASSA and track the action points arising from the meetings and provide records of such meetings as and when required.
- vi. Report to the SASSA Project Manager or his / her delegates.

12. QUALIFICATIONS AND EXPERIENCE

The Bidders should show the following experience and qualifications:

12.1 Company's Experience

- The Bidder (the Company) to have experience of **five (5)** years of the required functions in the provision of Employee Wellness services as per Special Conditions and Evaluation Criteria.

12.2 Responsible person for managing SASSA's account Experience

The Account Manager (**Bidders to provide the Account Manager responsible for the SASSA account**)

- **The Account Manager to have five (5) years' experience in managing Employee Wellness services accounts (submitted CV of the Account Manager must indicate staff compliment of organizations serviced).**

13. SPECIAL CONDITIONS

- Bidders are required to submit a declaration letter confirming the use of qualified and registered staff and affiliates rendering professional services as per **Annexure C**.
- Bidders to provide written radius commitment as per **Annexure D**.

NB: Failure to fully complete and submit the above (Special Conditions) will lead to disqualification of the proposal.

14. ADMINISTRATIVE RESPONSIVENESS

Bidders to submit the following:

- Central Supplier Database (CSD);
- Provide Tax compliance status Pin;
- SBD forms (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 8, SBD 9)

NB: Failure to submit the above administrative documentation may result in your proposal being disqualified.

15. EVALUATION CRITERIA

NB: All bids will be evaluated in terms of 80/ 20 principle.

15.1 Calculation of points for B-BBEE status level of contributor

Points must be awarded to a bidder for attaining the B-BBEE status level
Points for B-BBEE Status level of contributor must be awarded 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	0

NB:

- Prospective bidders must submit an original or certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS).
- In case of EMEs / QSEs bidders must submit an original sworn affidavit attested by Commissioner of Oaths and signed by the bidder.
- Failure to submit the above such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

15.2 Technical / Functional Evaluation

The Evaluation Criteria below will be evaluated according to the following Values:

Values:	1- Poor	2 - Average	3 - Good	4 - Very Good	5 - Excellent
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CRITERIA	WEIGHT	TOTAL WEIGHT
<p>1. Company to have five years' experience in the provision of all the following services:</p> <ul style="list-style-type: none"> • Professional telephonic support; • Face-to-face counselling; • Comprehensive online services; • HIV and AIDS workplace Programme; and • Workshops / training /information sessions. <p>Below 3yrs = 1 3yrs - less than 5yrs = 2 5 yrs – less than 6 yrs = 3 6 yrs – less than 8 yrs = 4 Above 8 yrs = 5</p> <p>This will be counted by using the Bidder's reference/s letter/s attached as Annexure B and to be fully completed.</p>	<p>5 5 5 5 5</p>	<p>25</p>
<p>2. Demonstrate the capacity to render the EW service to SASSA (staff compliment of each organization serviced by the bidder).</p> <p>Below 5 000 employees = 1 5 000 - 6 999 employees = 2 7 000 -7 999 employees = 3 8 000 – 8 999 employees = 4 9000 employees and above = 5</p>	<p>20</p>	<p>20</p>

<p>This will be counted by using the Bidder's reference/s letter/s attached as Annexure B and to be fully completed.</p>		
<p>3. Company experience in rendering Disability Management (functional capacity and worksite evaluation)</p> <p>Bidders are required to provide proof of experience in rendering the above services (such proof should be on their clients' letterheads including contactable references).</p> <p>Less than 1yr = 1</p> <p>1yr – less than 2 yrs = 2</p> <p>2 yrs – less than 4 yrs = 3</p> <p>4 yrs – less than 5 yrs = 4</p> <p>5 yrs and above = 5</p> <p>NB: Bidders are required to fully complete the attached Annexure E</p>	<p>20</p>	<p>20</p>
<p>4. Staff compliment of organizations serviced by the Account Manager in managing EW services accounts (submitted CV for the Account Manager must indicate staff compliment of organizations serviced):</p> <p>Below 5 000 employees = 1</p> <p>5 000 - 6 999 employees = 2</p> <p>7 000 -7 999 employees = 3</p> <p>8 000 – 8 999 employees = 4</p> <p>9000 employees and above = 5</p>	<p>15</p>	<p>15</p>
<p>4. Project Plan</p> <p><u>Pre planning phase</u></p> <p>The quality of plan should demonstrated Project Management comprehension and approach including the implementation and evaluation of services to be rendered. COVID-19 should be considered in the</p>	<p>5</p>	<p>20</p>

<p>development and implementation of the Project Plan.</p> <p>It is expected of bidders to demonstrate the availability of basic facilities, systems and equipment needed for effective and efficient delivery of service (i.e. the building, equipment, call center, ICT, case management system, professional record keeping data analysis, staff required to provide EW services).</p> <p><u>During implementation</u></p> <p>Provide a detailed plan outlining the approach, activities, monitoring, evaluation and reporting. How to monitor the impact of services rendered. How utilization of the service is being captured and analyzed. How reports are generated and how it is compared to other Public and Private Sector. Expertise of reports analysts in the field. How long has the reporting tool being utilized. What types of reports are generated by the system of the bidder? The plan should also include new initiatives that the company has introduced in rendering the EW services since its establishment as well as the impact thereof.</p>	15	
Total		100

NB: Only bidders who obtain at least [60 points] under technical evaluation will be considered for further evaluation.

16. PRICE AND B-BBEE STATUS LEVEL CONTRIBUTOR

CRITERIA	WEIGHT
Price	80
B-BBEE Status level contributor	20
Total	100

NB: Bidders to submit fully completed the following:

- Costing schedule / template as **Annexure A**
- **SBD 3.1.** (Pricing Schedule - Firm Prices) including Item number, quantity, description, Bid Price in RSA currency with all applicable taxes.
- Offer to be valid for the period of 90 days.
- **Joint venture, Consortium and Trust**

- ✓ Joint venture, Consortium and Trust will qualify for points for their BBEE status level as legal entity, provided that the entity submits their BBEE status level certificate.
- ✓ Joint venture, Consortium and Trust will qualify for points for their BBEE status level as an unincorporated entity , if the their entity will submits consolidated BBEE scorecard as if they were a group structure and that such a consolidated BBEE score care is prepared for the bid
- ✓ Bidder must submit concrete proof of Joint venture and / or Consortium arrangements. SASSA will accept signed agreements as acceptable proof of the existence of the Joint venture and or Consortium.
- ✓ The Joint venture, Consortium agreement must clearly set out the roles and responsibilities of the lead partner and Joint venture and/or Consortium party/ parties.
- ✓ 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 arrangements.

17. GENERAL CONDITIONS

- Bidder to comply with the provided EW checklist template for **all Annexures** which must be completed and form part of the Bid proposal.
- Bidders are requested to separate financial proposal from technical proposal (two envelope system).
- SASSA reserves the right to contact the bidder/s' references without informing the Bidder.
- SASSA reserve the right to negotiate the price with the preferred Bidder.
- SASSA reserves the right to cancel or not to award the bid to any Bidder.
- Any patents or copyright developed from this project will belong to SASSA.
- Bidders to comply with all General Conditions of the Contract.
- Company to have the ability to render EW services nationwide (as per SASSA national footprint).
- Bidder/s shall be disqualified if found to have misrepresented information on the bid documents.

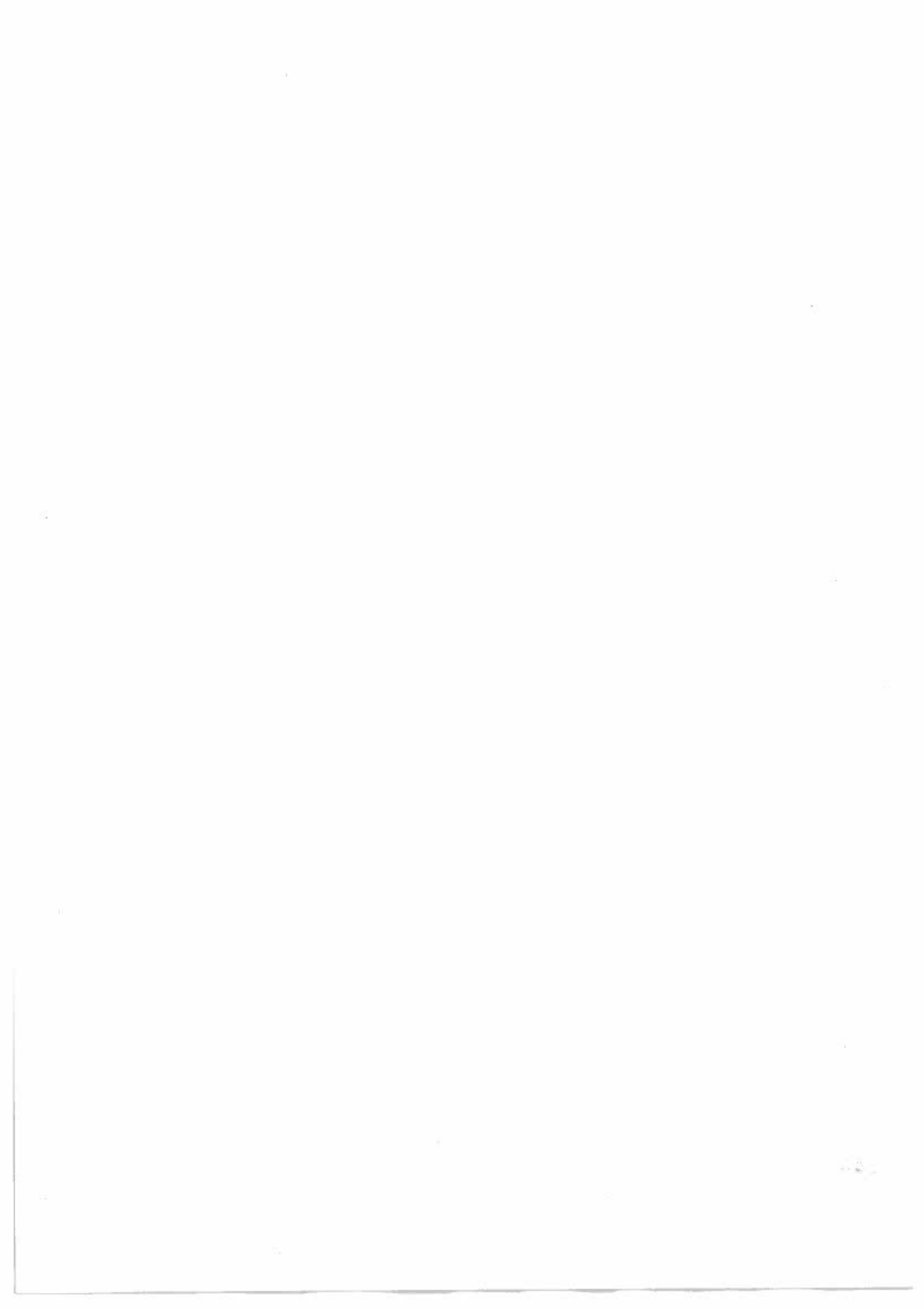
- Offer (SBD 3.1 Pricing Schedule – Firm price) to be valid for the period of 90 days.
- SASSA reserves the right to request EW related services which are not specified in this bid document but are still within the EW field. These services must be undertaken by the appointed Service Provider in line with the applicable SCM processes and procedures when an emergency has been identified.

18. BRIEFING SESSION

- Bidders are invited to attend a briefing session as per the SASSA's invitation to bid.
- Bidders are given the option to either attend the briefing session and/or utilize the email address (EW2021@sassa.gov.za) sending queries/ questions/ clarity/ etc.
- Bidders to forward their company name, email address and contact numbers to the provided SASSA email address (EW2021@sassa.gov.za) at least three (3) days before the briefing session for SASSA to forward a virtual link (**MS Teams**) to Bidders.
NB: SASSA will send acknowledgement of receipt.
- Preferably people responsible for developing the Bid Proposals should attend the briefing session.

19. ENQUIRIES FOR EMPLOYEE WELLNESS BID

Briefing session and/or EW2021@sassa.gov.za



Annexure A

SASSA COST SCHEDULE SPREADSHEET

All costs should be tax **INCLUSIVE** and in South African currency (ZAR)

Costs will increase with CPI in the second and third years

Travel and other administrative costs to be inclusive

The Bidder to note that pricing schedule must be aligned with the TOR

COST DRIVERS		Cost per employee (Unit price)	Sub total
7.	Deliverables as per the TOR		
7.1	Professional telephonic and online support including Exit Interviews		
	• e.g. Telephonic and online support	R5	R5x 9 000 = R 45 000
	• Exit interviews	approximately 200 employees	
	•		
	•		
	•		
	•		
Total:		R	R
7.2	Face-to-face counselling including critical incident management (individual & group therapy) and Team Audits		
7.2.1	Individual counselling	Cost per employee (Unit price)	
Total:		R	R
7.2.2	Group Therapy (Trauma debriefing/family intervention)	Cost per group (15 employees)	
Total:		R	R
7.2.3	Team Audits	Cost per team (10 employees)	
Total:		R	R

COST DRIVERS		Cost per employee (Unit price)	Sub total
7.3	Assessment Tool including mentoring and coaching		
		Cost per employee including report (Unit price)	
Total:		R	R
		Cost per group including reports (10 employees)	
Total:		R	R
7.4	Comprehensive EW online services	Costing per employee (Unit price)	Sub-total
	•		
	•		
	•		
Total:		R	R
7.5	Financial Fun Days	Costing per session/event	Sub-total
	e.g.	R2 000	R 2000 x10 Regions x 2 event =R 40 000
Sub Total:		R	R
7.6	Disability Management (functional capacity and worksite evaluation)	Cost per employee (Unit Price)	Sub-total
	•		
	•		
	•		
	•		
	•		
Sub Total:		R	R
7.7	Workshops/ training including targeted interventions	Costing per session/event	Sub-total

COST DRIVERS		Cost per employee (Unit price)	Sub total
	●Management session: 9 Regions (X2) & HO (X2)	e.g. R5000	R5000 X2 X10 (Regions & HO) = R100 000
		R	R
	●Employee session: 9 Regions (X4) & HO (X4)		
		R	R
	●EW Teams HO (X2)		
		R	R
	●Wellness Champion	Costing per group (of 25 employees)	
		R	R
Total		R	Sub-total
7.8	Marketing and Promotion		
	●		
	●		
	●		
	●		
	●		
	●		
Total:		R	Sub-total
7.9	HIV and AIDS workplace programme		
	● Educational programme		
	● Wellness Champion Launch		
	● Ongoing coaching, mentoring,		
Sub Total:			Sub-total
9	Reporting		
	Monthly, Quarterly and Annual reports		

Annexures

TOR Annexures

<u>Checklist for all Annexures attached for ease of reference:</u>	
A	Costing schedule spreadsheet
B	Reference letter confirming EW services rendered
C	Declaration of use of appropriately qualified and registered staff and affiliates rendering professional services
D	Declaration letter confirming ability to render EWP service within a radius of 50km
E	Reference letter confirming rendered disability management services
CV	CV of the Account Manager

Checklist for all Annexures

Annexures	Requested information	Tick	
		Yes	No
A	Cost Schedule spreadsheet completed in full Annexure A		
	Sub-total calculated per deliverable		
	Grand total calculated & provided		
B	Reference Letter confirming that [Name of Bidder] rendered the mentioned Employee Wellness Services (in their company/ organization):		
	On clients' letterheads		
	All services as per the provided Annexure B template		
	Total number of years in rendering the services		
	Total number of employees in the company/ organization		
	Name of Client Representative provided		
	Designation of Client Representative provided		
	Annexure B signed & dated accordingly		
C	We hereby declare that [Name of Bidder] use qualified and registered staff and affiliates rendering the mentioned professional services:		
	On clients' letterhead/s		
	All professionals as per the provided Annexure C template		
	Name of Client Representative provided		
	Designation of Client Representative provided		
	Annexure C signed & dated accordingly		
D	Declaration letter by bidder [Name of Bidder] confirming ability to render EW services within a Radius (50 Km) from employee workplace:		
	On clients' letterhead/s		
	Km ticked accordingly		
	Name of Client Representative provided		
	Designation of Client Representative provided		
	Annexure D signed & dated accordingly		
E	Reference letter confirming that [Name of bidder] rendered disability management services		
	Disability Management		
	Functional Capacity and Worksite Evaluations		
	Annexure E signed & dated accordingly		
Account Manager CV	CV attached		
	Total number of years' experience in the management of Employee Wellness services indicated in the CV		
	CV to outline the previous and current duties as an Account Manager		
	Staff compliment of organisations previously and currently serviced by the Account Manager		

NB: Please note that **Annexure F (SASSA National footprint)** is attached, for ease of reference for the Regional, District & Local Offices per Region.

Annexure B

[COMPANY LETTERHEAD OF CLIENT]

REFERENCE LETTER CONFIRMING EMPLOYEE WELLNESS SERVICES

We hereby confirm that [***NAME OF BIDDER***] has rendered the following Employee Wellness Services:

Services	Response		Total number of years in rendering the services	Total number of employees in the company
	Yes	No		
• <u>Professional telephonic support</u>				
• <u>Face-to-face counselling</u>				
• <u>Comprehensive online services</u>				
• <u>HIV and AIDS workplace Programme</u>				
• <u>Workshops / training /information sessions</u>				

Name of Client Representative: _____

Designation of Client Representative: _____

Date: _____

Signature and Name of Person authorized to sign the Bidder's Proposal: _____

Date: _____

Annexure C

[COMPANY LETTERHEAD]

DECLARATION FOR USING QUALIFIED AND REGISTERED STAFF AND AFFILIATES RENDERING PROFESSIONAL SERVICES

We hereby declare that **[NAME OF BIDDER]** use qualified and registered staff and affiliates in rendering below mentioned professional services:

Services
Legal
Financial
Medical
Professional Counsellors (social workers & psychologists)

Name of Bidder Representative: _____

Designation of Representative: _____

Signature of Person authorized to sign the Proposal: _____

Date: _____

Annexure D

[COMPANY LETTERHEAD]

DECLARATION LETTER BY BIDDER **[NAME OF BIDDER]** CONFIRMING ABILITY TO RENDER EW SERVICES WITHIN A RADIUS (50 KM) FROM THE EMPLOYEE'S WORKPLACE.

RADIUS
<ul style="list-style-type: none">• 50 km

Name of Bidder Representative: _____

Designation of Bidder Representative: _____

Signature of Person authorized to sign Bidder's Proposal: _____

Date: _____

Annexure E

[COMPANY LETTERHEAD OF CLIENT]

**REFERENCE LETTER CONFIRMING THAT [NAME OF BIDDER] RENDERED
DISABILITY MANAGEMENT**

We hereby confirm that **[NAME OF BIDDER]** has rendered Disability Management.

Services	Response		Total number of years in rendering the services	Total Number of employees in the company
	Yes	No		
<u>Disability Management (functional capacity and worksite evaluation)</u>				

Name of Client Representative: _____

Designation of Client Representative: _____

Date: _____

Signature and Name of Person authorized to sign the Bidder's Proposal: _____

Date: _____



Annexure F

Sum of TOTAL Region	District	Local Office	Total	
Eastern Cape	Alfred Nzo	Matatiele	1	
		Mbizana	1	
		Mount Ayliff	1	
		Mount Frere	1	
		Ntabankulu	1	
	Amathole	Alice	1	
		Butterworth	1	
		Centane	1	
		Fort Beaufort	1	
		Idutywa	1	
		Keiskammahoek	1	
		Middledrift	1	
		Ngqamakwe	1	
		Willowvale	1	
		Xhora / Elliotdale	1	
		Buffalo City	Duncan Village	1
			East London	1
			King William's Town	1
			Mdantsane 1	1
			Mdantsane 2	1
	Peddie		1	
	Stutterheim		1	
	Zwelitsha		1	
	Cacadu		Graaff-Reinet	1
			Grahamstown	1
		Humansdorp	1	
		Joubertina	1	
		Kirkwood/Addo	1	
		Port Alfred	1	
		Somerset East	1	
		Willowmore	1	
	Chris Hani	Cala	1	
		Cofimvaba	1	
		Cradock	1	
		Engcobo	1	
		Indwe	1	
		Lady Frere	1	
		Middelburg	1	
		Queenstown	1	
		Tsomo	1	
		Whittlesea	1	
	Joe Gqabi	Aliwal North	1	
		Burgersdorp	1	

	Joe Gqabi	Maclear	1
		Mount Fletcher	1
		Sterkspruit	1
	Nelson Mandela Bay	Bethelsdorp	1
		KwaNobuhle	1
		Motherwell	1
		Port Elizabeth	1
		Uitenhage	1
		Walmer	1
		Zwide	1
	O.R. Tambo	Flagstaff	1
		Libode	1
		Lusikisiki	1
		Mqanduli	1
		Mthatha	1
		Ngqeleni	1
		Port St Johns	1
		Qumbu	1
		Tsolo	1
Eastern Cape Total			62
Free State	Fezile Dabi	Kroonstad	1
		Sasolburg	1
	Lejweleputswa	Bothaville	1
		Odendaalsrus	1
		Welkom/Thabong	1
	Motheo (Mangaung)	Botshabelo	1
		Thaba Nchu	1
		Thusanong (Bloemfontein)	1
	Thabo Mofutsanyane	Bethlehem	1
		Ficksburg	1
		Ladybrand	1
		QwaQwa	1
		Senekal	1
		Vrede	1
	Xhariep	Jagersfontein	1
		Koffiefontein	1
		Smithfield	1
		Trompsburg	1
		Zastron	1
Free State Total			19
Gauteng	Ekurhuleni	Benoni	1
		Germiston	1
		Kwa Thema	1
		Springs	1
		Tembisa	1
		Thokoza	1
		Tsakane	1

Gauteng	Ekurhuleni Johannesburg	Vosloorus	1	
		Alexandra	1	
		Chiawelo	1	
		Eldorado Park	1	
		Ennerdale	1	
		Johannesburg	1	
		Lenasia	1	
		Midrand	1	
		Orange Farm	1	
		Orlando West	1	
	North Rand	Soweto	1	
		Bronkhorstspuit	1	
		Ekgangala	1	
		Ga-Rankuwa / Mabopane	1	
		Mamelodi	1	
		Pretoria	1	
		Soshanguve	1	
		Temba	1	
		Sedibeng	Heidelberg	1
			Meyerton	1
	Residensia/Mafatsane		1	
	Sebokeng		1	
	Vereeniging		1	
	West Rand		Carletonville	1
		Dobsonville	1	
		Kagiso	1	
		Khutsong	1	
		Krugersdorp	1	
		Merafong / Fochville	1	
		Randfontein	1	
Roodepoort		1		
Gauteng Total			38	
Kwazulu-Natal		Ethekwini (Durban)	Bhamshela	1
	Chatsworth		1	
	Chesterville		1	
	Durban		1	
	Inanda		1	
	Kwadukuza (Stanger)		1	
	KwaMashu		1	
	Lamontville		1	
	Mandeni		1	
	Maphumulo		1	
	Mpumalanga (KZN)		1	
	Ndwedwe		1	
	Nsimbini		1	
	Phoenix		1	
	Pinetown		1	

	Umbumbulu	1
	Umlazi	1
	Verulam	1
Midlands	Bergville	1
	Dannhauser	1
	Dukuza	1
	Dundee	1
	Ekuvukeni	1
	Estcourt	1
	Ezakheni	1
	Glencoe	1
	Greytown	1
	Kranskop	1
	Ladysmith	1
	Madadeni	1
	Msinga	1
	Newcastle	1
	Nquthu	1
	Osizweni	1
	Utrecht	1
	Weenen	1
Pietermaritzburg	Camperdown	1
	Gamalakhe	1
	Harding	1
	Hlanganani (KZN)	1
	Howick	1
	Impendle	1
	Ixopo	1
	Izingolweni	1
	Kokstad	1
	Mooi River	1
	New Hanover	1
	Phungashe	1
	Pietermaritzburg LO	1
	Port Shepstone	1
	Raisethorpe	1
	Richmond (KZN)	1
	Umzimkhulu	1
	Umzinto	1
	Umzumbe	1
	Underberg	1
	Vulamehlo	1
	Vulindlela	1
Ulundi	Babanango	1
	Eshowe	1
	Esikhaleni	1
	Hlabisa	1

	Ulundi	Ingwavuma	1
		Kwangwanase (Manguzi)	1
		Louwsburg	1
		Mahlabatini	1
		Mbazwana	1
		Melmoth	1
		Mondlo	1
		Mtubatuba/ Kwamsane	1
		Ngwelezane	1
		Nkandla	1
		Nongoma	1
		Paulpietersburg	1
		Pongola	1
		Richards Bay	1
		Ubombo	1
		Vryheid	1
Kwazulu-Natal Total			78
Limpopo	Capricorn	Bahananoa	1
		Botlokwa	1
		Ceres (Aganang)	1
		Mankweng	1
		Maraba	1
		Polokwane	1
		Senwabarwana	1
		Seshego	1
		Thabamopo	1
		Zebediela	1
	Mopani	Dzumeri	1
		Ga-Kgapane	1
		Giyani	1
		Lenyenye	1
		Lulekani	1
		Maruleng	1
		Modjadjiskloof	1
		Mokwakwaila	1
		Namakgale	1
		Nkowankowa	1
		Senwamokgope	1
		Tzaneen	1
	Sekhukhune	Apel	1
		Groblersdal	1
		Jane Furse	1
		Leboeng	1
		Leeuwfontein	1
		Luckau	1
		Manganeng	1
		Moroke	1

	Sekhukhune	Moutse East	1
		Nebo	1
		Praktiseer	1
		Schoonoord	1
	Vhembe	Dzanani	1
		Ha-Mutsha	1
		Hlanganani (Limpopo)	1
		Makhado	1
		Makwarela	1
		Malamulele	1
		Musina	1
		Mutale	1
		Siloam	1
		Tshaulu	1
		Tshitale	1
		Vuwani	1
	Waterberg	Bakenberg	1
		Bela-Bela	1
		Lephalale	1
		Modimolle	1
		Mokerong	1
		Mokopane	1
		Mookgophong	1
		Thabaleshoba	1
		Thabazimbi	1
		Witpoort	1
Limpopo Total			56
Mpumalanga	Bushbuckridge	Maviljan	1
		Oakley	1
		Thulamahashe	1
	Ehlanzeni	Daantjie Pienaar	1
		Graskop	1
		Kabokweni	1
		Kamajika	1
		Lydenburg	1
		Matsulu	1
		Mbangwane	1
		Mgobodzi	1
		Nelspruit	1
		Phola	1
		Schoemansdal	1
		Tonga	1
		Umjindi	1
	Gert Sibande	Albert Luthuli	1
		Dipaleseng	1
		Govan Mbeki	1
		Lekwa	1

	Gert Sibande	Mayflower	1
		Mkhondo	1
		Msukaligwa	1
		Seme	1
	Nkangala	Emakhazeni	1
		Emalahleni	1
		Kwamhlanga	1
		Mbibane	1
		Mdutjana	1
		Mkobola	1
		Moretele (Mpumalanga)	1
		Steve Tshwete	1
		Victor Khanye	1
Mpumalanga Total			33
North West	Bojanala	Cyferskuil	1
		Hebron	1
		Kgetlengrivier	1
		Mabeskraal	1
		Maboloka	1
		Madibeng	1
		Madikwe	1
		Mogwase	1
		Moretele (Makapanstad)	1
		Rustenburg	1
		Swartruggens	1
	Dr Kenneth Kaunda	Jouberton	1
		Maquassi Hills	1
		Matlosana	1
		Tlokwe	1
		Ventersdorp	1
	Dr Ruth Segomotsi Momotse	Christiana	1
		Dryharts	1
		Kagisano	1
		Lekwa-Teemane	1
		Mamusa	1
		Manthe	1
		Morokweng	1
		Naledi	1
		Sekhing	1
		Taung	1
		Tlaskgameng	1
	Ngaka Modiri Molema	Ditsobotla	1
		Itsoseng	1
		Mafikeng	1
		Ramotshere Moiloa	1
		Ratlou	1
		Tswaing	1

North West Total 33

Northern Cape	Frances Baard	Barkly West	1
		Beaconsfield	1
		Corlesroad	1
		Delportshoop	1
		Florianville	1
		Hartswater	1
		Jan Kempdorp	1
		Kimberley Central	1
		Pampierstad	1
		Ritchie	1
		Roodepan	1
		Thlokomelo	1
		Warrenton	1
		John Taolo Gaetsewe	Bendel
	Churchill		1
	Deben		1
	Dithakong		1
	Ga-segonyana		1
	Laxey		1
	Mothibistad		1
	Olifantshoek		1
	Tsineng		1
	Namaqua		Brandvlei
		Calvinia	1
		Fraserburg	1
		Garies	1
		Nieuwoudtville	1
		Pofadder	1
		Port Nolloth	1
		Springbok Central	1
		Steinkopf	1
		Williston	1
	Pixley ka Seme	Britstown	1
Carnarvon		1	
Colesberg		1	
De Aar		1	
Douglas		1	
Griekwastad		1	
Hanover		1	
Hopetown		1	
Noupoort		1	
Petrusville		1	
Philipstown		1	
Prieska		1	
Richmond (NC)	1		
Victoria West	1		

	ZF Mgcawu	Danielskuil	1
		Groblershoop	1
		Kakamas	1
		Keimoes	1
		Kenhardt	1
		Postmasburg	1
		Rietfontein	1
		Upington Central	1
Northern Cape Total			54
Western Cape	Boland / Overberg	Caledon	1
		Paarl	1
		Worcester	1
	Eden / Karoo	Beaufort West	1
		George	1
		Oudtshoorn	1
	Metro 1	Athlone	1
		Bellville	1
		Khayelitsha	1
		Wynberg	1
	Metro 2	Cape Town	1
		Eerste River	1
		Gugulethu	1
		Mitchell'S Plain	1
	West Coast	Vredenburg	1
		Vredendal	1
Western Cape Total			16
Grand Total			389

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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 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
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 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.

- 34.3 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.

Js General Conditions of Contract (revised July 2010)

