OFFICE OF THE PUBLIC SERVICE COMMISSION
REPUBLIC OF SOUTH AFRICA

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Public Service Commission House, Office Park Block B, 536 Francis Baard Street, Arcadia, 0083

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THE APPOINTMENT OF SERVICE PROVIDER TO RENDER AN EMPLOYEE HEALTH AND WELLNESS PROGRAMME FOR THE EMPLOYEES OF THE OFFICE OF THE PUBLIC SERVICE COMMISSION FOR A PERIOD OF 3 (THREE) YEARS

REQUIRED BY: OFFICE OF THE PUBLIC SERVICE COMMISSION

1. Kindly furnish us with a bid for the services shown on the attached forms.

2. The General Contract Conditions (GCC), Terms of Reference (ToR) as well as the SBD1, SBD2, SBD 3.3, SBD4, SBD6.1, SBD8, and SBD9 are attached for completion.

3. These forms must be returned with your bid. Each bid document must be submitted in an envelope together with the required documents stipulating the following information: Name and Address of the Bidder, Bid Number and closing Date of Bid.

4. The bid should be mailed to The Director-General, Office of the Public Service Commission, Private Bag X121, PRETORIA, 0001 attention: Director: Supply Chain Management, to reach the destination no later than the closing date and time or must be deposited in the bid box at Public Service Commission House, Office Park Block B 536 Francis Baard Street, Arcadia, 0083, no later than the closing date and time (i.e. 07 OCTOBER 2019 at 11h00).

SUPPLY CHAIN MANAGEMENT
DATE: 13 SEPTEMBER 2019
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.
TABLE OF CLAUSES

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

I. 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
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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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

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.
TERMS OF REFERENCE

Bid number: OPSC 0004/19

THE APPOINTMENT OF SERVICE PROVIDER TO RENDER AN EMPLOYEE HEALTH AND WELLNESS PROGRAMME FOR THE EMPLOYEES OF THE OFFICE OF THE PUBLIC SERVICE COMMISSION FOR A PERIOD OF 3 (THREE) YEARS

SECTION A: GENERAL
1. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

2. TAX LEGISLATION

Bidder(s) must be compliant when submitting a proposal to the Office of the Public Service Commission (OPSC) and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 56 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991). It is a condition of this bid, that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder’s tax compliance status through the CSD.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

3. PROCUREMENT LEGISLATION

The Office of the Public Service Commission (OPSC) has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 199 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act 2003 (Act, No. 53 of 2003).

4. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax. Failure to comply with this condition may invalidate the bid.

5. SUBMISSION OF BIDS

Bidders must submit the bid in hard copy format (paper document) which is inclusive of one (1) original document and four (4) copies of the original document to the OPSC on or before the closing date and time. The hard copy of the bid will serve as the legal bid document. Each bid should be submitted in a separate suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

6. LATE BIDS

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

7. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions by bidders may result in the invalidation of such bids. The OPSC reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time. If the OPSC exercises its right to change information in terms of the above clause, it may seek amended bid documents from all Bidders.
8. FRONTING

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

9. SUPPLIER DUE DILIGENCE

The OPSC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

10. COMMUNICATION

The OPSC will communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Any communication to any government official or a person acting in an advisory capacity for the OPSC in respect of this bid between the closing date and the award of the bid, by the bidder is discouraged.

All communication between the bidder and the OPSC must be done in writing.

11. CONTACT DETAILS

General:

The Office of the Public Service Commission, Private Bag x 121, Pretoria, 0001

Physical address: Public Service Commission House Office Park Block B 536 Francis Baard Street Arcadia, Pretoria, 0001

Bid and technical enquiries:

All enquiries related to the technical content of the Terms of Reference as well as bid enquiries may be directed in writing to the officials listed below:

Technical Enquiries:

For further information please contact Ms M Mahuma, Deputy Director: Human Resource Development, e-mail: miriamm@opsc.gov.za Tel No: (012) 352-1072

Bid Enquiries: Ms Adri Coetzter / Ms Regina Sibanda
adric@opsc.gov.za / reginas@opsc.gov.za; Tel No: (012) 352 – 1111 / 1291 / FAX: 086 647 9396
SECTION B1: TERMS OF REFERENCE

12. BACKGROUND

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

The OPSC hereby invites interested bidders to tender for the rendering of Employee Wellness services for its employees and Commissioners of the PSC and their immediate family members. An immediate family member is defined as a spouse, children or any person who is financially dependant and or who stays in the same household as the employee and or Commissioner.

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

13. SCOPE

The scope of the services must be undertaken within the framework as set out in the Employee Health and Wellness Strategic Framework 2008, the Public Service Act of 1994, OPSC departmental policies and applicable legislation.

14. OBJECTIVES

The overall objective is to develop and implement a workplace Employee Health and Wellness Programme that is aimed at supporting employees and their qualifying dependents to attain work-life balance. The scope of work for the service provider is to provide a comprehensive Programme for employees and their qualifying dependents which encompasses:

- Psycho-social support through a 24/7/365 support and counselling line;
- Face-to-face counselling; HIV & AIDS and Health Risk Assessment Services;
- e-Care programme to enhance access to services;
- Education and awareness sessions to promote healthy living;
- Training and workshops as well as information sessions on EWP programmes such as conflict management, stress management and coping strategies and mental disorders and behavioural problems;
- Direct services, which are referrals to appropriate professionals and health service institutions. All secondary service referrals will be for the employee's account;
- A marketing and communication strategy which promotes the effective utilisation of the services to all staff;
- Management and Administration of the EWP services through monitoring and evaluation by providing monthly and quarterly reports on client usage and organisational health trends with recommendations on interventions to improve the health and wellbeing of the OPSC employees.
The approved establishment of the OPSC at present comprises of 273 employees and the Commissioners located in the following regions:

<table>
<thead>
<tr>
<th>Province</th>
<th>Location</th>
<th>Total Posts</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Office</td>
<td>Pretoria</td>
<td>188</td>
</tr>
<tr>
<td>Eastern Cape</td>
<td>King William's Town</td>
<td>9</td>
</tr>
<tr>
<td>North West</td>
<td>Mmabatho</td>
<td>9</td>
</tr>
<tr>
<td>Western Cape</td>
<td>Cape Town</td>
<td>13</td>
</tr>
<tr>
<td>Gauteng</td>
<td>Johannesburg</td>
<td>10</td>
</tr>
<tr>
<td>Kwa-Zulu Natal</td>
<td>Pietermaritzburg</td>
<td>9</td>
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<tr>
<td>Mpumalanga</td>
<td>Nelspruit</td>
<td>6</td>
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<tr>
<td>Free State</td>
<td>Bloemfontein</td>
<td>10</td>
</tr>
<tr>
<td>Limpopo</td>
<td>Polokwane</td>
<td>10</td>
</tr>
<tr>
<td>Northern Cape</td>
<td>Kimberley</td>
<td>9</td>
</tr>
</tbody>
</table>

*The service charge must be per employees physically present (warm bodies). The charge must not be according to the post.

SECTION B2: SPECIFIC BID CONDITIONS

15. DURATION OF CONTRACT

The duration of contract will be three (3) years. The contract will come into effect from date of the approval by the Director General. The Service Provider will be expected to commence work within 30 (thirty) days after receipt of acceptance letter. The signed Service Level agreement (SLA) will be contractual basis of all rights and obligations accruing out of the agreement and the date for the signing of the Service Level Agreement by both parties will be documented in the acceptance letter.

At the end of the contract period, the contractor shall submit a written handover report to the Chief Directorate: Corporate Services of the OPSC. The contractor will be invited to present the said report within 14 (fourteen) days of request by the OPSC and will where necessary, effect amendments as required by the OPSC and will re-submit within 5 (five) days of receipt of the amendments.

16. ADDITIONAL CONDITIONS

The OPSC will furnish the Service Provider with all relevant data and information, which is necessary to perform the services under the agreement. The OPSC will become the owner of all information, documents, programmes, advice and reports generated and compiled by the Service Provider in the execution of the services. The copyright of all documents and reports compiled by the service provider will vest in the OPSC and may not be reproduced or distributed or made available in any other way without the written consent of the OPSC. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the OPSC. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be in the detriment of the Chairperson of the Commission and/or the OPSC. On termination of the agreement, for whatever reason, all documents, programmes, reports, etc. must be handed to the OPSC. The service provider relinquishes the right or retention thereof.

17. NON-COMMITMENT
The OPSC reserves its rights not to accept any of the bids submitted. The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

18. EVALUATION PROCESS

The evaluation process comprises of the Mandatory evaluation phase and the Functional evaluation phases:

18.1 Phase I: Mandatory requirements:
During this phase bidders' response will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

- **Compliance with tax legislation** as per paragraph 2 above
- **Service provider profile**: The bidder shall submit a company profile including a description of similar work undertaken in specific government departments and contactable references with the bid documents at the closing date and time of the bid.
- **Shareholding portfolio**: The bidder shall submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided.
- **Registration**: It will be required from the selected Service Provider to utilise a network of registered Practitioners, to ensure that the OPSC, its employees and their dependents enjoy quality and consistent services from the Service Provider; it is furthermore required that the Service Provider ensures that the Practitioners utilised:
  - i. are qualified and duly licensed in terms of the applicable legislation;
  - ii. Maintain specified performance standards; and
  - iii. Have a minimum of 5 years work experience.
- **Completion of all SBD Forms**: The service provider must submit all Standard Bidding Document (SBD) forms with their Bid application.
- **Responsive bids**: Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents.
- **Pricing schedule**: The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. The pricing schedule must be submitted at the closing date and time of bid.
- **Standards on records management and security control**: The Protection of Personal Information Act must be adhered to and bidders must provide documentary evidence (e.g. ISO, ISAE, and MISS etc.) to substantiate compliance with the requirements relating to records management and security control.

18.2 Phase II: Functional evaluation:

Only bidders who have complied with all mandatory requirements will be evaluated based on their functionality. During this phase bidders' response will be evaluated for functionality based on achieving a minimum total score of 75% for the functional requirements per category. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder.
The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided. Bidders will not rate themselves, but need to ensure that all information required is supplied. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders. The BEC members will individually evaluate the responses received against the following service criteria:

18.2.1 SERVICE REQUIREMENTS

18.2.1.1 The service must consist of direct, multilingual, confidential and unlimited access to a 24 hour, 7 days a week personal support service with all calls answered by fully qualified counsellors. Up to eight (8) personal counselling sessions per person per year (per condition) close to his or her residence or place of work for each person entitled to use the services, and to those for whom psychological counselling is appropriate. Each session must last approximately one hour depending on the nature of the problem. All counselling must be provided by a fully qualified and registered clinician with a minimum of 5 years experience. All those requiring face-to-face counselling must be contacted by the registered clinician within 24 hours of referral and the first consultation should take place within 48 hours (2 working days) of the referral.

18.2.1.2 There must be a direct, confidential and unlimited access to a 24 hour, 7 days a week Life Management Service where all calls are answered by a Life Management specialist(s). The Life Management Service must comprise of the following features:

- **Legal Services:** This service must include telephonic legal advice, the provision of precedents and *pro formas* as well as referrals to appropriate legal services and bodies.
- **Financial Services:** This service must assist those who require assistance with the management of debt and financial concerns.
- **Family Care Service:** This service must support employees and Commissioners to cope with the pressures of caring for their family members (including children with special educational needs and older or disabled relatives) by providing information and guidance on a wide range of childcare, eldercare and disability issues.
- **Trauma counselling service:** This service should be offered promptly by professionals in instances where employees and/or their immediate family members have been exposed to trauma. Trauma counselling services must be provided within 1 to 2 hours of the traumatic incident.
- **Conflict Management Services:** EWP services provider must conduct workshops on conflict management within the workplace on a biannual basis.

18.2.1.3 Briefing and Training Managers and Supervisors/Team leaders Service:
There must be a Comprehensive initial briefing and training for managers and HR specialists, where the EWP services provider must offer Individual Managers Consultation. This is a flexible response service to give in-depth support to managers’ existing relationships with employees. In addition to its consultation function, the service provider should include training on formal managerial referral for employees whose performance is impaired by personal problems as well as the provision of conflict resolution and mediation services.

18.2.1.4 Implementation and Promotion of EWP:
Client designed programmes must be offered to ensure all employees that have an understanding of the system and encouraged to use the EWP services. This will include:

- Promotion of the programme through appropriate communication materials (i.e. brochures, booklets, posters, wallet cards and E-portal)
- Creating an awareness EWP in National and Provincial Offices and supplemented with leaflets and other communication material to encourage use and provide information.
18.2.1.5 Management and Administration:
A dedicated EWP Account Manager must be appointed by the Service Provider and his/her details should be communicated within the SLA. Further, a Clinical Case Management team compromising of no less than 4 persons should be appointed to manage the OPSC’s EWP. Ongoing liaison with the OPSC’s co-ordinator(s) for the EWP with regard to the performance of the EWP service provider in respect of its obligations under this agreement should occur. The service provider should ensure prompt, efficient and high level of involvement and consultation with the relevant stakeholders within the OPSC.

The service provider should maintain a comprehensive case management database of all employees counselled by a dedicated Case Manager under the supervision of the Clinical Services Director as part of quality control.

The Service Provider must develop a comprehensive project plan to implement the EWP for approval by the OPSC. This plan should be presented to the OPSC’s Director General (DG) within 30 working days after receipt of the acceptance letter. The details of the implementation plan must be contained in the SLA. The implementation plan must be descriptive of role player and be time bound with the SMART principles clearly identified.

18.2.1.6 Regular Review Procedures:
The EWP service provider must have data systems that will provide detailed information about every call received by the Call Centre, without breaching confidentiality of OPSC staff. This will be used to effectively and efficiently provide detailed information which will be of significant benefit to the EWP service provider in analysing the effective implementation of the programme. The Service provider needs to provide monthly reporting and quarterly trend analysis on the usage of the service. Annual reports must be provided at the end of each financial year.

SECTION C – EVALUATION PHASES

PHASE 1: MANDATORY REQUIREMENTS

Please answer yes/no to the questions listed below by placing a mark in the relevant box.

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

The successful bidder must be a member of the Employee Assistance Professionals Associations of South Africa (EAPA SA) and the staff members must have valid South African certificate of membership of particular body with registration number for e.g. HPSCA, SACSSP, SANC etc. A certified copy of the valid certificate must be attached as Annexure 1 A and B- a certified copy where the certification must be no later than 3 months prior to date of submission).

(*Certification must be valid for 3 months prior to submission of the documentation.)

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<thead>
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<tbody>
<tr>
<td>1. Are you a member of EAPA SA? (A certified copy of the valid certificate must be attached as Annexure 1 A)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2. Do your staff members have valid South African certificates of membership with registration numbers of that particular body?</td>
<td>Yes</td>
<td>No</td>
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certified copy of the valid certificate or proof of registration must be attached as Annexure 1 B)

<table>
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<tr>
<th>3. Are certified copies of the above attached?</th>
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<td></td>
<td>Yes</td>
<td>No</td>
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</table>

The service must be able to demonstrate the ability to provide a (24-7-365) twenty-four hour service and seven days a week service.

<table>
<thead>
<tr>
<th>4. Are you able to offer 24/7 (and 365 days) service to the OPSC?</th>
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<td></td>
<td>Yes</td>
<td>No</td>
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<tr>
<th>5. Are you able to allocate a full time consultant dealing with the OPSC only?</th>
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<td></td>
<td>Yes</td>
<td>No</td>
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<tr>
<th>6. Are you able to allocate an after-hour emergency contact number?</th>
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<td></td>
<td>Yes</td>
<td>No</td>
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<th>7. Are you able to allocate an emergency contact person?</th>
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<td></td>
<td>Yes</td>
<td>No</td>
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PHASE 2: TECHNICAL SPECIFICATIONS

The bidder will be assessed on the following technical fields listed below from 1-10. The evaluation will be based on the bidder's overall functionality and ability to deliver on each of the areas listed below. It is important for the bidder to list the below and its functionality accordingly.

1. Implementation of the EWP

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

2. Management and Administration of the OPSC Account

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

The core functions will include:

i. Implementation of EWP in the OPSC and management of the contract;

ii. Act as a liaison between the EWP service provider and the OPSC;

iii. Continuous assessment and analysis of statistical data;

iv. Pro-active alerting of observed risks/threats to the OPSC;

v. Provide ongoing feedback on themes and trends in the field of EWP;

vi. Put in place mechanisms to deal with the complaints emanating from the implementation of the EWP in the OPSC;

vii. In the event the EWP Service Provider changes an Account Manager, a formal and proper handover must take place from the releasing Account Manager to the new Account Manager; and the change should be communicated within reasonable time.

viii. The following easy to read and in-depth analysis reports must be submitted which will be inclusive:

a. Monthly Report and or Ad-Hoc report;

b. Quarterly Report and

c. Annual Report

The reports must include the following (amongst others)
Terms Of Reference For The Appointment Of EH&WP

- Trends and themes analysis;
- Statistics and calculations;
- Data Analysis;
- Uptake & Utilisation;
- Value for money;
- Benchmarking;
- Training/Workshops;
- Observations made by the service provider; and
- Recommendations and interventions to be implemented.

3. Clinical and Life Management Services
The following services must be offered:
Direct, multilingual, confidential, unlimited access and 24 hour, 7 days a week service;
Eight (8) personal counselling sessions per person, per condition, per year, and per family;
Toll Free telephone number;
  - Call logging and recording facilities; and
  - Provision on professional, qualified, registered clinicians and specialists to render psychosocial interventions for the OPSC.

4. Clinical Incidents
The EWP service provider must respond within 1-2 hours after a call is logged.
The Service provider must be able to provide Individual and or family and group trauma debriefing immediately when needed.

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

6. Cost Benefit Analysis
The EWP service provider must take into account the cost saving measures to assist the OPSC through the use of alternative services free of charge.

7. Complaints received regarding service
The EWP Account Manager will be responsible for the following:
- Acknowledgement of receipt of complaint(s) within one (1) working day;
- Investigation of complaint(s) within three (3) working days;
- Complaint regarding conduct of the employee who logged a call; and
- Communication of findings to the OPSC emanating from the investigation conducted within five (5) working days.

8. HIV&AIDS, STI and TB Services
- The EWP Service Provider is to provide training to all employees of the OPSC and the Commissioners HIV & Aids and related diseases;
- Conduct bi-annual VCT and TB Screening (National and Provincial Offices);
- Provide counselling, support and referral to all employees of the OPSC, the Commissioners of the PSC and their immediate family members;
- Promotion and Marketing of the EWP;
- Facilitate the enrolment of employees who tested positive in the HIV&AIDS management programme of their specific medical schemes;
- Provide an HIV&AIDS trend analysis report and recommendations without compromising
individual confidentiality; and
- Conduct a need analysis survey with an aim to better understand the employees' challenges in the OPSC.

9. Health Risk Assessment (HRA)

The service will comprise of:
- Quarterly Screening for Diabetes, Cholesterol, Blood Pressure, Pap Smear, Mammogram, Prostrate Cancer, etc.;
- Personalised health report for employees;
- Qualified medical personnel with a minimum of 5 years' experience to conduct the screenings and advise employees who are at risk on the day of screenings;
- Access to a comprehensive online Wellness Programme, the online programme should include an integral collection of e-mail and web-based health management applications; and
- Provision of Health Screening to the OPSC (National and Provincial Offices) to raise awareness on key health and wellness issues, identify individuals at risk and recommend interventions.

10. Any Additional information required

The EWP service provider must:

Submit detailed proposals with timeframes on how the services above will be delivered;
- Submit information relating to the ownership and detailed CVs of a maximum of 10 staff members that will be involved in the execution of the task;
- Provide contactable references as well as proof of registration with the relevant professional bodies;
- Submit a detailed breakdown of the budgeted cost per item;
- Demonstrate knowledge and understanding of cultural, racial, social and religions in South Africa; and
- Demonstrate knowledge of labour legislation in South Africa.

COST / PRICING

SCHEDULE OF SERVICE FEES

The OPSC intends to enter into a Transaction Fee Agreement with the successful service provider that must be fixed for the entire duration of the contract. A Transaction Fee Agreement is an agreement that is based on the actual amount provided at the time of the bid, which is applicable for the duration of the contract and does not vary/change.

Please indicate what service fees will be applicable by completing the below SCHEDULE FOR SERVICE FEES. Kindly note, non-completion of any amount disadvantages the bidder.

The retainer fee is the amount of the service charged irrespective of utilisation of the service. It is the upfront cost incurred by the service provider.
List of service fees in South African Rand inclusive of VAT (complete the table):

<table>
<thead>
<tr>
<th>Service Provided</th>
<th>Unit of Measure</th>
<th>Cost per unit of measure (e.g. per person, per month etc.)</th>
<th>Service Fee (fee charged for the service irrespective of the utilization)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COUNSELLING COSTS PER PERSON</strong></td>
<td></td>
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</tr>
<tr>
<td>Telephonic (include legal and financial):</td>
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<tr>
<td>Face to face:</td>
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<tr>
<td>Family Care Service – specialised service: i.e. Child/disability care/Trauma service etc.</td>
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<tr>
<td><strong>VCT SCREENING PER PERSON</strong></td>
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<tr>
<td>Number of nurses that will be provided for each event</td>
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<tr>
<td>Cost per nurse according to the specific VCT service</td>
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<tr>
<td>VCT service (per person):</td>
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<tr>
<td>• HIV Counselling and testing</td>
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<td>• STI services</td>
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<td>• TB services</td>
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<tr>
<td><strong>HRA SCREENING</strong></td>
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<tr>
<td>Number Of Nurses That Will Be Provided For Each Event</td>
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<tr>
<td>Cost Per Nurse According To The Specific HRA</td>
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<tr>
<td>HRA Service (per person):</td>
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</tr>
<tr>
<td>• Diabetes</td>
<td></td>
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<td></td>
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<tr>
<td>• Cholesterol</td>
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<td></td>
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<tr>
<td>• Blood pressure</td>
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<tr>
<td><strong>TRAINING</strong></td>
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<td>Training/ workshop for managers (per one day session)</td>
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<td>Training Manuals for managers (per each individual)</td>
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<td>Training for employees(per</td>
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</table>
EVALUATION PROCESS

BID EVALUATION

A Bid Evaluation Committee will be established by the OPSC comprising of representatives of the OPSC. The committee will evaluate all bids received by the deadline, according to the criteria indicated here. It will make a recommendation to the OPSC’s Bid Adjudication Committee for appointment of the preferred bidder. Any bidder, which fails to submit any element of the Bid Submission Requirements, may, at the discretion of the Evaluation Panel, be rejected as unsuitable for evaluation and will therefore not be further considered.

EVALUATION CRITERIA

Bidder must motivate what experience and expertise they have in delivering professional expertise in the Employee Wellness services. Bidder must state who will manage, mentor and work on this services should they be awarded the bid and provide Ten (10) CVs of these people in order to determine their experience and expertise with such services.

The bid will be evaluated on the basis of functionality as follows:

**Phase 1: Compliance with minimum requirements of bid:** All bids will be evaluated to determine compliance with requirements and conditions of the bid documents and Terms of Reference. Bidders not complying with the requirements/conditions of the bid documents and Terms of Reference will be eliminated from the evaluation process and therefore will not be short listed.

**Phase 2: Awarding of points on functionality to short listed Service Providers:** Short listed Service Providers will be evaluated on the following evaluation criteria, weights and values:

The score for functionality will be calculated as follows:
Each panel member will rate each individual criterion on the score sheet using the following value scale:

<table>
<thead>
<tr>
<th>Performance</th>
<th>Description</th>
<th>Score</th>
</tr>
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<tbody>
<tr>
<td>Excellent</td>
<td>Answer far exceeds the functionality requirement</td>
<td>5</td>
</tr>
<tr>
<td>Very Good</td>
<td>Answer meets and exceeds the functionality requirements</td>
<td>4</td>
</tr>
<tr>
<td>Good</td>
<td>Answer meets all functionality requirements</td>
<td>3</td>
</tr>
<tr>
<td>Average</td>
<td>Answer partially meets the functionality requirements</td>
<td>2</td>
</tr>
<tr>
<td>Poor</td>
<td>Answer fails to meet the functionality requirements</td>
<td>1</td>
</tr>
</tbody>
</table>

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 75% for functionality will be evaluated further and scored in terms of pricing and B-BBEE as indicated hereunder.

PROPOSED METHODOLOGY:

### 1. PROVEN EXPERIENCE AND CAPABILITY OF THE SERVICE PROVIDER IN CONDUCTING SIMILAR PROJECTS

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Scoring Indicators</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Organizational track record (15)</td>
<td>9 and more years in operation (5) 7-8 years in operation (4) 5-6 years in operation (3) 3-4 years in operation (2) 1-2 years in operation (1)</td>
</tr>
<tr>
<td>1.2</td>
<td>General expertise in implementing Employee Wellness Programs (15)</td>
<td>Conducted at least 5 programs of this nature. (5) Conducted at least 4 programs of this nature. (4) Conducted at least 3 programs of this nature. (3)</td>
</tr>
</tbody>
</table>
### Terms Of Reference For The Appointment Of EH&WP –

<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3</td>
<td>Conducted at least 2 programs of this nature.</td>
<td>(2)</td>
</tr>
<tr>
<td>1.3</td>
<td>Conducted at least 1 program of this nature</td>
<td>(1)</td>
</tr>
<tr>
<td>1.3</td>
<td>Ability to service the OPSC (10)</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Have offices in all 9 provinces</td>
<td>(5)</td>
</tr>
<tr>
<td>1.3</td>
<td>Have offices in at least 7 provinces</td>
<td>(4)</td>
</tr>
<tr>
<td>1.3</td>
<td>Have offices in at least 5 provinces</td>
<td>(3)</td>
</tr>
<tr>
<td>1.3</td>
<td>Have offices in at least 3 provinces</td>
<td>(2)</td>
</tr>
<tr>
<td>1.3</td>
<td>Have an office in 1 province</td>
<td>(1)</td>
</tr>
<tr>
<td>1.4</td>
<td>Qualifications and experience of team members including comprehensive CVs of all Practitioners/ Team Members (10)</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Team members possess qualifications and 30 and more year's collective experience in the relevant field of expertise.</td>
<td>(5)</td>
</tr>
<tr>
<td>1.4</td>
<td>Team members possess qualifications and with 25 years collective experience in the relevant field of expertise.</td>
<td>(4)</td>
</tr>
<tr>
<td>1.4</td>
<td>Team members possess qualifications and with 20 years collective experience in the relevant field of expertise.</td>
<td>(3)</td>
</tr>
<tr>
<td>1.4</td>
<td>Team members possess qualifications and with 15 years collective experience in the relevant field of expertise.</td>
<td>(2)</td>
</tr>
<tr>
<td>1.4</td>
<td>Team members possess qualifications and with 10 years collective experience in the relevant field of expertise.</td>
<td>(1)</td>
</tr>
<tr>
<td>1.5</td>
<td>Capacity to take on project of this size and ability to manage it to the end within the</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Allocated team to project comprises at least 9 and more members</td>
<td>(5)</td>
</tr>
</tbody>
</table>
### Terms Of Reference For The Appointment Of EH&WP

<table>
<thead>
<tr>
<th>prescribed project time lines (10)</th>
<th>Allocated team to project comprises at least 8 Members</th>
<th>(4)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allocated team to project comprises of at least 7 members</td>
<td>(3)</td>
</tr>
<tr>
<td></td>
<td>Allocated team to project comprises of at least 6 members</td>
<td>(2)</td>
</tr>
<tr>
<td></td>
<td>Allocated team to project comprises of at least 5 members</td>
<td>(1)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.6 Call Centre management Experience (10)</th>
<th>Call Centre and case management system operational 24/7/365 days a year</th>
<th>(5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Call Centre and case management system operational 24/7 weekdays; excluding Public holidays</td>
<td>(4)</td>
</tr>
<tr>
<td></td>
<td>Call Centre and case management system operational with no operational specifications</td>
<td>(3)</td>
</tr>
<tr>
<td></td>
<td>Call Centre only and no case management system</td>
<td>(2)</td>
</tr>
<tr>
<td></td>
<td>Case management system only and no Call Centre</td>
<td>(1)</td>
</tr>
</tbody>
</table>

### UNDERSTANDING AND CONCEPTUALIZATION OF THE ASSIGNMENT (TECHNICAL APPROACH AND PROCEDURES) WEIGHTING : 30

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Scoring Indicators</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Appropriateness and quality of proposed project plan (10)</td>
<td>A comprehensive detailed work plan describing all activities in logical sequence with clear time frames commensurate with the terms of reference. Work plan describes all activities in detail supplemented with further sub-activities in logical sequence with clear time frames commensurate with the terms of reference. Work plan describes high level activities in logical sequence with clear time frames commensurate with the terms of reference. Work plan describes high level activities with timeframes not compatible with the terms of reference.</td>
<td>(5)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(4)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(3)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2)</td>
</tr>
</tbody>
</table>
### 2.2 Proposed methodology and approach to achieve required outputs (Training/transfer of skills included) (10)

- Work plan activities do not commensurate with the deliverables in the terms of reference.
- The methodology and approach includes a detailed exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and clearly unpacks the anticipated risks, challenges and appropriate mitigating strategies.
- The methodology and approach includes a detailed exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touching on anticipated risks, challenges and mitigating strategies.
- The methodology and approach includes the exposition and motivation in support of the proposal. It includes the full scope of the deliverables (outputs) in the ToR and touching on anticipated risks, challenges and mitigating strategies.
- The proposed methodology and approach is a verbatim repeat of the ToR.
- Failed to align the proposed methodology with the required outputs of the project.

### 2.3 Call Centre management Experience (10)

- At least 5 and more years call management experience
- At least 4 years call centre management experience
- At least 3 years call centre management experience
- At least 2 years call centre management experience
- At least 1 years call centre management experience

**Total functionality score**: 100%

**Minimum threshold for function**: 75%

---

Any proposal not meeting a minimum score of 75 percent for their technical proposal will be disqualified.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 75% for functionality (phase II).
Only bidders who have met the minimum threshold of 75% will be considered for price and BBBEE point’s evaluation as indicated hereunder.

Phase III Price and BBBEE Points Evaluation

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

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

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

$$PS = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
Terms Of Reference For The Appointment Of EH&WP –

Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference. The points scored will be rounded off to the nearest 2 decimals. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

PRICING STRUCTURE

Prices submitted for this bid must be completed in the fields provided on the pricing schedules supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

SUB-CONTRACTING

Bidders may make use of sub-contractors for delivery, installation, implementation and/or maintenance. The contract will, however, be awarded to the bidder as the primary contractor who will be responsible for the management of the contract. The State will not enter into any separate contracts with such sub-contractors with regard to this contract.

END
### Part A

**Invitation to Bid**

You are hereby invited to bid for requirements of the **(Name of Department/ Public Entity)**

**Bid Number:** OPSC 064/19  
**Closing Date:** 07 October 2019  
**Closing Time:** 11:00

**Description**

Bid response documents may be deposited in the bid box situated at **(Street Address)**

---

**Bidding Procedure Enquiries**

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Adria Coetzee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>012 352 1111</td>
</tr>
<tr>
<td>Facsimile Number</td>
<td>086 647 9396</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:AdriaC@opsc.gov.za">AdriaC@opsc.gov.za</a></td>
</tr>
</tbody>
</table>

**Technical Enquiries**

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Mirriam Mahuma</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>012 352 1072</td>
</tr>
<tr>
<td>Facsimile Number</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:MirriamM@opsc.gov.za">MirriamM@opsc.gov.za</a></td>
</tr>
</tbody>
</table>

**Supplier Information**

| Name of Bidder          |  
|-------------------------|------------------------------------------------------|
| Postal Address          |  
| Street Address          |  
| Telephone Number Code   |  
| Telephone Number Number |  
| Cellphone Number Code   |  
| Cellphone Number Number |  
| E-Mail Address          |  
| Vat Registration Number |  

**Supplier Compliance Status**

<table>
<thead>
<tr>
<th>B-Bbee Status Level Verification Certificate</th>
<th>Tick Applicable Box</th>
<th>B-Bbee Status Level Sworn Affidavit</th>
<th>Tick Applicable Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

[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?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Are You a Foreign Based Supplier for the Goods/ Services/ Works Offered?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Questionnaire to Bidding Foreign Suppliers**

1. **Is the entity a resident of the Republic of South Africa (RSA)?**
   - Yes
   - No

2. **Does the entity have a branch in the RSA?**
   - Yes
   - No

3. **Does the entity have a permanent establishment in the RSA?**
   - Yes
   - No

4. **Does the entity have any source of income in the RSA?**
   - Yes
   - No

5. **Is the entity liable in the RSA for any form of taxation?**
   - Yes
   - No

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.
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:**

....................................................
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jayne\Wb\145-SBD2 tax clearance
**PRICING SCHEDULE**  
(Professional Services)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The accompanying information must be used for the formulation of proposals.</td>
<td>R..................................................</td>
</tr>
<tr>
<td>2.</td>
<td>Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.</td>
<td>R..................................................</td>
</tr>
<tr>
<td>3.</td>
<td>PERSON AND POSITION</td>
<td>R..................................................</td>
</tr>
<tr>
<td>4.</td>
<td>PERSON AND POSITION</td>
<td>R..................................................</td>
</tr>
<tr>
<td>5.</td>
<td>PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT</td>
<td>R.................................................. days</td>
</tr>
<tr>
<td>5.1</td>
<td>Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.</td>
<td>R.................................................. days</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF EXPENSE TO BE INCURRED**  

<table>
<thead>
<tr>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
|      |          | R.......
|      |          | R.......
|      |          | R.......
|      |          | R.....  |

**TOTAL: R..................................**

**"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**
5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?  

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

TOTAL: R...

*YES/NO

[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department: Office of the Public Service Commission

Contact Person: Ms Adri Coetzee

Tel: 012 352 1111

E-mail address: AdriC@opsc.gov.za
DECLARATION OF INTEREST

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

- 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, shareholder): ................................

2.4 Company Registration Number: ....................................................................................

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
(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 attached proof of such authority to the bid document? YES / NO

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

2.7.2.2 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 the evaluation and or adjudication of this bid? YES / NO
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?  

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?

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I
ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

........................................  ................................................
Signature                      Date

........................................  ................................................
Position                      Name of bidder

May 2011
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


1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
1.2
   a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ............... 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:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td></td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td></td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

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:

\[
P_S = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_S = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

- \( P_S \) = Points scored for price of bid under consideration
- \( P_t \) = Price of bid under consideration
- \( P_{\text{min}} \) = 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:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .....%  

ii) The name of the subcontractor:  

iii) The B-BBEE status level of the subcontractor:  

iv) Whether the subcontractor is an EME or QSE (Tick applicable box)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

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

WITNESSES
1. ...........................................

2. ...........................................

SIGNATURE(S) OF BIDDER(S)

DATE: ...........................................

ADDRESS:  ...........................................

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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 audiv alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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 Je365bw
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 per 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.
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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^a\) 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.

\(^a\) 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.
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