

Province of the
EASTERN CAPE

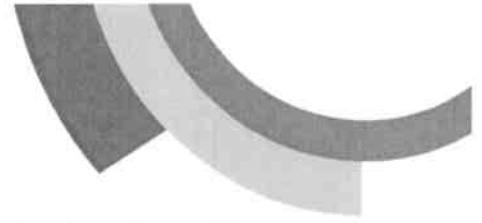
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*
Tel: 043 605 7153 | Fax: 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*
| Email: Hlokoma.mtshotshisa@dedea.gov.za
www.dedea.gov.za

INVITATION TO QUOTE

Bid No.	SCMU- PP09-22/23-04
Bid Description	APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS PROGRAMME SERVICE PROVIDERS FOR PSYCH-SOCIAL SUPPORT.
Venue where Tender Box is allocated	Ground floor, corner of Mc Lean and Downing Street, Old Standard Bank Building, King Williams Town
Date for briefing session	There will be no briefing session
Bid Closing Date & Time	16 September 2022 at 11H00
Queries related to the bid must be address to the following:	
Technical Terms of Reference:	Mr. Khulubone Mkhonza Email: Khulubone.mkhonza@dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
SCM related enquiries:	Ms Hlokoma Mtshotshisa 072 045 8528 Email: Hlokoma.mtshotshisa@dedea.gov.za
Conditions	<ul style="list-style-type: none">• Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Economic Development and Environmental Affairs- The ECBD forms and all other forms relating to this bid must be



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	<p>completed and signed in the original in ink.</p> <ul style="list-style-type: none">- Forms with photocopies signatures or other such reproduction may be rejected.- Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.
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Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD, failure to register with CSD may invalidate your proposal

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)			
BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
		TCS PIN:	OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	Bid No: PP09-22/23-04
CLOSING TIME 11:00	CLOSING DATE: 16 September 2022

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY
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NO APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS PROGRAMME SERVICE PROVIDERS FOR PSYCH-SOCIAL SUPPORT.

**** (ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

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

Name of Bidder:

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.

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

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 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.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
Hlokoma Mtshotshisa
043 605 7153/072 045 8528
hlokoma.mtshotshisa@dede.gov.za

for technical information –
Mr. Khulubone Mkhonza
khulubone.mkhonza@dede.gov.za

All enquiries must be forwarded to the above e-mail address.

Economic Development, Environmental Affairs and Tourism,
corner of Mc Lean and Downing Street,
Old Standard Bank Building,
King William's Town,
5600

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



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TERMS OF REFERENCE

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER FOR A PERIOD OF 2022-2024

FINAL

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APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER FOR A PERIOD OF 36 MONTHS

CONTENTS

1	INTRODUCTION AND BACKGROUND	3
2	OBJECTIVES AND SCOPE OF WORK	4
3	PROCEDURES AND METHODOLOGY	5
3.1	Referral and Counselling (Face to face and telephonic)	6
3.2	Trauma Diffusion and Debriefing	6
3.3	Crisis Management	7
3.4	Rehabilitation, Monitoring and Re-integration	7
3.5	Relationship Building and Group Interventions	7
3.6	A 24-Hour Toll-free Call Centre	7
3.7	Reporting	8
3.8	Case Management Monitoring	8
3.9	Life Skills Presentation	8
4	DEPARTMENTAL OFFICES THAT MUST BE SERVICED BY THE SERVICE PROVIDER	8
5	PROJECT MANAGEMENT AND PERFORMANCE MONITORING	9
6	BID EVALUATION	10
6.1	Required Capacity, Qualifications, Experience & Track Record	10
6.2	Bid Evaluation Criteria	11
6.2.1	Mandatory Requirements	11
6.2.2	Functionality criteria	12
6.3	Bid Process: post-qualification	14
6.4	Conditions of the bid	15
6.5	Validity Period	16
6.6	Contract Period	16
7	Returnable Documents	16
8	Submission of Proposals	16
9	Approval of Terms Of Reference	18

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

1 INTRODUCTION AND BACKGROUND

The Department of Economic Development, Environment and Tourism (EDT) established the Employee Health and Wellness unit to address the challenges facing employees that could impact negatively on them or impair their job performance and social functioning.

Currently all matters of employees' wellness are rendered internally, focused solely on employees. The programme currently reaches a total staff of approximately 420. The nature of services rendered are focused on being preventative, curative and rehabilitative with the following objectives:

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

- (a) To assist managers and supervisors to deal appropriately with the difficulties/challenges that confront employees in the workplace
- (b) To assist employees to seek professional help for the challenges that impact on their work and interpersonal relationship at work.
- (c) To provide an appropriate mechanism of intervention and confidential counselling for employees for challenges that they face in the workplace and in their personal lives
- (d) To promote co-operation, motivation and enhance employee morale in order to improve productivity and workplace efficiency.
- (e) To provide employees with life skills, awareness and educational programmes that promote healthy lifestyles and coping skills
- (f) To support the department and officials with management of HIV/aids and other diseases
- (g) Coordinate Occupational Health and Safety (OHS) programmes in the department with an objective of creating a safe working environment

2 OBJECTIVES AND SCOPE OF WORK

The objectives and scope of work expected by the service provider will be to render psycho-social support services to officials and their immediate families. The scope of work to be rendered by the service provider will include the following services:

Focus area / scope	Deliverables
2.1. Wellness Management Services	
2.1.1. Management of psycho-social (counselling) wellness (face to face and telephonic)	<ul style="list-style-type: none"> a) Emotional and psychological counselling (individual and groups) b) Family and marital Counselling c) Trauma Diffusion and debriefing d) Crisis Management e) Debt Counselling f) A 24-Hour Call Centre and Toll-free Number g) Case Management, Monitoring and Reporting h) Formal Referral Reporting i) Rehabilitation Facilitation, Follow-ups and Reporting j) Client Satisfaction Survey

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

Focus area / scope	Deliverables
<p>2.1.2. Services to assist employees to be proactive in managing their personal and work-related challenges</p>	<ul style="list-style-type: none"> a) Marketing and Promotion of well-being services (sessions, posters, banners, wallet cards, car stickers, fridge magnet, branded calenders, newsletters, etc) b) Life skill programme presentation on wide topics that talk to the needs of officials e.g. Stress Management, Yoga ,meditation session. Substance Abuse Workshops, Financial Wellness, Conflict and anger management, Health topics Related presentation, HIV/Aids Awareness, Sexual Harassment workshops educational session. c) Physical wellness /sporting activities and team building activities . d) Supervisory and management training on employee health and wellness programme workshops. e) Roll out employee wellness champion training programme f) Rollout activities that are aligned according to the key national calendar dates and the health calendar.
<p>2.1.3. Departmental support on emerging health pandemics classified and managed according to Disaster Management Act , Health policies and other relevant acts.</p>	<ul style="list-style-type: none"> a) Workshops b) Rollout health related intervention in workplace as in line with management of the declared health related pandemic c) Emotional and psychological counselling as part of managing the state of pandemic d) Support organization to implement workplace measures and protocols to contain the prevailing pandemic as per the guidelines which will be derived from National Department of Health and other organs of state.

3 PROCEDURES AND METHODOLOGY

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

3.1 REFERRAL AND COUNSELLING (FACE TO FACE AND TELEPHONIC)

- a) Employees and immediate family members who need counselling through **self-referral** will contact the service provider direct. Such referrals will not require feedback to the supervisor
- b) All formal referrals shall be submitted by the supervisors to EHW Manager or Assistant Manager of EHW unit by means of a designated confidential formal referral form
 - a. Upon receive of the formal referral form EHW unit will conduct a brief consultation with the referring supervisor around the case
 - b. EHW Unit will then after consultation refer the formally referred case to the service provider's client liaison officer.
 - c. An appointment slip shall be signed by the therapist and the employee as proof of attendance and shall be given to the employee at the end of each session to submit to the referring supervisor
 - d. The service provider shall provide an initial assessment report indicating the number of sessions required and a feedback report on termination. Feedback report must uphold confidentiality clause.
- c) The service provide shall provide home and hospital support where appropriate
- d) There will be a maximum of five sessions per employee. For any additional sessions needed beyond that the attending therapists must indicate in writing to the EHW Manager. This provision will apply to both self and formal referral cases
- e) Family members are entitled to the maximum number of sessions. A request for any additional sessions must be submitted in writing by the attending therapists. Family members entitled to this service refer to the following categories:
 - a. Spouse
 - b. Parents (biological or step parents)
 - c. Children (biological or adopted)
- f) Eligibility of the dependants is based on their need for psycho social support services.
- g) Employees are entitled to receive benefits from the service provider even if they have medical aid.
- h) Services that require admission of official or families in a fee facility is not covered by the services rendered by the service provider. Such service will be covered by the employee's medical Aid. NB: Drug rehabilitation or admission in a facility for mental illness falls outside of the scope of the contract entered between the service provider and the department.

3.2 TRAUMA DIFFUSION AND DEBRIEFING

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

- a) The service provider shall provide trauma diffusion/debriefing services to departmental employees and their families within 72 hours of the incident or as determined by the EHW Manager
- b) Referral for trauma debriefing shall be done and coordinated by the relevant Case Manager/EHW Manager or any staff member within the unit delegated accordingly
- c) The service provider shall be required to provide reports for each diffusion/debriefing session within 7 days after the trauma debriefing session
- d) The service provider shall be required to provide home and hospital visits when requested by EHW Manager if trauma incident circumstances necessitate for such visit

3.3 CRISIS MANAGEMENT

- a) The service provider shall render interventions to employees and their families in a crisis, within 24 hours of referral.
- b) The service provider shall be required to provide feedback reports within 5 working days after the intervention

3.4 REHABILITATION, MONITORING AND RE-INTEGRATION

- a) Should the assessment of an employee by health and wellness professional necessitate admission to a rehabilitation facility, the case manager shall in liaison with the service provider process the referrals.
- b) The service provider shall be required to be part of the multi-disciplinary panel for reintegration of employees into the workplace.
- c) The service provider shall be required to provide reports within ten days after the employee is discharged from the rehabilitation facility

3.5 RELATIONSHIP BUILDING AND GROUP INTERVENTIONS

The service provider shall be required to provide reports 10 days after the intervention

3.6 A 24-HOUR TOLL-FREE CALL CENTRE

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

The service provider shall provide a dedicated 24-hour toll free call centre which is culturally sensitive. The call centre managed by therapists should be representative of all 12 official south African languages. Call centre-based therapists must also have a capacity for video calls with clients who are deaf. Where capacity lacks, the call centre should refer clients for a face to face session with a therapist capacitated on sign language.

3.7 REPORTING

- a) Initial reports shall indicate the presenting problem, the number of sessions required and the planned intervention. Reports shall be submitted to the case managers within 48 hours of the counselling session.
- b) Progress report shall be solution focused with clear workplace recommendations and be submitted on completion of the contracted sessions. The recommendations shall take into consideration the department policies.
- c) Reports of non -attendance and cancellation shall be submitted to the case managers within 48 hours
- d) Reports shall be submitted in a format as determined by the department
- e) Monthly, quarterly and annual statistical reports on utilisation rates, trend analysis and recommendations shall be submitted by the service provider to the EHW Programme Manager

3.8 CASE MANAGEMENT MONITORING

The EHW Manager shall hold bi-monthly meetings with the service provider to discuss programme implementation and perform quality assurance

3.9 LIFE SKILLS PRESENTATION

The service provider shall provide life skills presentation in accordance with identified trends or as required. The presentation should be forwarded to the EHW Manager at least at least 5 working days before the date for presentation for approval and quality assurance purposes.

4 DEPARTMENTAL OFFICES THAT MUST BE SERVICED BY THE SERVICE PROVIDER

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

OFFICE NAME	TOWN
1.Head Office	Bhisho
2.Alfred Nzo Regional Office	Maluti
3 .Sarah Baartman Regional Office	Port Elizabeth
4.Chris Hani Regional Office	Queenstown
5.Or Tambo Regional Office	Mthatha
6.Joe Gqabi Regional Office	Aliwal North
7.Amathole Regional Office	East London

5 PROJECT MANAGEMENT AND PERFORMANCE MONITORING

- a) The project will be for a period of 36 months from the date of signing of a service level agreement with the successful service provider.
- b) Performance against the deliverables will be closely monitored by DEDEAT. The cost of travel to project meetings must be included in the budget of the service provider and not recovered by the service provider as a separate billed item.
- c) Progress meetings will be held as and when necessary, but at least once a month until the completion of the project. The venue of these meetings will be in DEDEAT offices. Representatives from the service provider are obliged to attend.
- d) The service provider shall submit copies of progress reports during the project and a final close-out report at the end of the project.
- e) Monitoring tools and expectations:

MONITORING TOOL	FREQUENCY	EXPECTATION
Inception meeting	Once	Presentation of implementation plan by service provider and adoption by Project steering committee.
Progress reports	Monthly	Written Progress Reports
Special meetings	Ad hoc, when required	Troubleshooting – presentation of proposed solutions

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

f) Roles and responsibilities:

ROLE	RESPONSIBILITIES AND MANDATE	FREQUENCY
Project Sponsor: Head of Corporate Management - DEDEAT	<ul style="list-style-type: none"> Enforce the vision for the Project Provide strategic direction and leadership for the Project; 	Quarterly
Project Steering Committee (PSC): <ul style="list-style-type: none"> Chief Director: Corporate Management – DEDEAT (Project Sponsor) Director: HRM&D – DEDEAT Deputy Director: EHW – DEDEAT (also Secretariat) Team Leader – Service Provider 	<ul style="list-style-type: none"> Manage the Project including overseeing the overall execution and delivery Oversee the functioning of the governance structures and stakeholder representation. Project risk management 	Monthly Ad hoc, as required
Technical Committee (TC): <ul style="list-style-type: none"> Deputy Director: EHW – DEDEAT Assistant Director: EHW – DEDEAT Representative Team Members – Service Provider 	<ul style="list-style-type: none"> Evaluate each project at the end of key stages and approve progress to the next stage where appropriate. Manage operational implementation of the project Project risk management 	Weekly Monthly Ad hoc, as required

6 BID EVALUATION

6.1 REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

- a) It is important that the candidate/project team demonstrates that they have suitable capacity, qualifications, experience and track record to undertake the project. The project team must demonstrate capacity/expertise in economic and social research. Specifically:
- (i). Capacity: Bidders must demonstrate that they have adequate Social Workers and Psychologists
 - (ii). Qualifications & Professional Experience: Bidders must demonstrate that their team members or managers assigned to this project have the necessary qualifications and

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

experience to undertake such a project. **(Team leader at least a post graduate qualification) in Social Work or psychology**

- (iii). service level agreement will be entered to with the successful service provider which will include, inter alia, obligations of DEDEAT.
- (iv). The successful provider will be obliged to transfer skills to at least three (3) officials in the Department and provide certification to confirm the transfer of those skills.
- (v). The Department reserves the right to disqualify any service provider in circumstances where conflict of interest exists or is perceived to exist or where a service provider has failed to disclose any conflict of interest or any other material information that may have affected the award.
- (vi). The Department will not be held responsible for any costs incurred by the service provider in preparation and submission of this bid.
- (vii). Travelling costs and time spent or incurred between home and office of the consultants will not be for the account of the Department.
- (viii). The service provider is required to submit a plan of action and methodology, a list of references and strategy and ability to deliver on the project.

- b) Three contactable references indicating that similar projects were executed previous as per section should be populated. The tables should include fields as per the example below:

Relevant previous project/activity	Project budget	Date of project/activity inception	Date of Completion of project/activity	Names of project team members in this bid who participated in the activity	Name and position of reference person	Contact details of reference person
Project 1						
Project 2						
Project 3 etc.						

6.2 BID EVALUATION CRITERIA

6.2.1 Mandatory Requirements

The following must be submitted with the bid and constitute mandatory requirements:

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

- a) CSD summary report
- b) Proof of registration with Centralized Supplier Database (CSD summary Report).
- c) Resolution authorizing a particular person to sign the bid documents
- d) Complete and signed SBD 4 (declaration of interest).
- e) Relevant accreditation with EAPA-SA that must reflect service provider name together with membership number.

6.2.2 Functionality criteria

- a) The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed.
- b) All service providers must provide a list of three references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. **Shortlisted bidders' / service providers may be expected to make a presentation where they will demonstrate similar previous work.**
- c) The elements that will be considered for determining quality/functionality are:

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/ 100
Company Experience		
Bidders to submit proof of experience which must entail the following detail:		
<ol style="list-style-type: none"> a. Summary of previous contracts held – Detail, Duration, Contact details of references. b. Attach reference letters supporting information in (a). 		
Company have no previous track record in conducting projects of this nature	1	30
Company demonstrate 1 to 2 year track record in conducting projects of this nature	2	
Company demonstrate a greater than 2 years but less than 5 years track record in conducting projects of this nature	3	
Company demonstrate a greater than 5 year but less than 7 year track record in conducting projects of this nature	4	
Company demonstrate a 7 year and above track record in conducting projects of this nature	5	
<u>Quality of proposed methodology (Refer to objectives in scope of work section)</u>		

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

Proposed methodology is partially addressing objectives listed in the scope of work (0 to 4 areas addressed out of 15 objectives)	1	40
Proposed methodology is partially addressing objectives listed in the scope of work (5 to 8 areas addressed out of 15 objectives)	2	
Proposed methodology is addressing all objectives listed in the scope of work (9 to 12 areas addressed out of 15 objectives)	4	
Proposed methodology is addressing all objectives listed in the scope of work (13 to 15 areas addressed out of 15 objectives and includes a costed project plan linked to timelines. The bidder demonstrates an advanced understanding of cluster methodologies. The bidder has demonstrated a clear insight into the intent and possibilities for the EC AIM cluster project, and has developed an approach to project support, monitoring and evaluation that will optimise the potential of the project)	5	
<p><u>Qualification of Allocated Personnel</u></p> <p>Note:</p> <ul style="list-style-type: none"> • <i>The bidder will receive no points in this section if basic Curriculum Vitae are not included in the proposal and certified copies of qualification.</i> • <i>Bidder must have at least have 3 to 5 personnel (1x Team leader, 4x key personnel) to deliver on this project. If bidder have less than 3 personnel, this will result in no points.</i> 		
Team leader with under-graduate qualification in Human Resources Management or related field	3	15
Team leader with post-graduate qualification in Human Resources Management/related field	4	
Team leader with PHD qualification in Social Work or related field	5	
<p>Experience of Allocated Personnel</p> <p>Note:</p> <ul style="list-style-type: none"> • <i>The bidder will receive no points in this section if basic Curriculum Vitae are not included in the proposal.</i> • <i>Bidder must have at least have 3 to 5 personnel (1x Team leader, 4x key personnel) to deliver on this project. If bidder have less than 3 personnel, this will result in no points.</i> 		

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

Team leader and key personnel have no experience on conducting projects of this nature	1	15
Team leader and key personnel have on 1 to 2 years' experience on conducting projects of this nature	3	
Team leader and key personnel have on 3 to 4 years' experience on conducting projects of this nature	4	
Team leader and key personnel have 5 and above years' experience on conducting projects of this nature	5	

- d) Bidders will be evaluated on a 5-point scale where 1= Weak; 2= Average; 3= Good; 4= Very good; and 5= Excellent. Bidders will be required to obtain at least **70% (350/500)** in order to qualify for the final evaluation stage. A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

6.3 BID PROCESS: POST-QUALIFICATION

In terms of the Preferential Procurement Regulation of 2017, the bidders are required to, together with bids, submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims.

The following preference point system will apply: 80 Points for price and 20 points for B-BBEE.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

6.4 CONDITIONS OF THE BID

The service provider should provide in so far as possible:

- a) All short-listed bidders may be subject to security screening by DEDEA.
- b) Travelling costs and time spent or incurred between home and office of consultants and DEDEA offices will not be for the account of DEDEA.
- c) A clear schedule of deliverable dates, indicating the value of the deliverable and dates on which invoices will be submitted
- d) Services rendered outside the scope of the project, without prior approval of the department (Accounting Officer) will not be reimbursed
- e) DEDEAT reserves the right to invite shortlisted companies to present their bid proposals for information and enhancement of decision
- f) The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose terms and conditions that will regulate the parties (preferred service provider and Department) whilst the required services are rendered and thereafter. The successful bidder may not alter its BEE status during the bid consideration process and the contract period (when tender is awarded) without the consent of DEDEAT. The preferred bidder will not be allowed to subcontract and cede the agreement.
- g) All members of the service provider team will have to sign a non-disclosure agreement before commencement.
- h) DEDEAT is not bound to select any of the firms submitting proposals. DEDEAT reserves the right not to award the contract or accept the lowest proposal.
- i) DEDEAT reserve the rights to negotiate the bid price with the preferred bidder.
- j) DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid
- k) Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates;
- l) The Preferential Procurement Regulation of 2017 principles shall apply; submissions will be evaluated according to the provisions of the regulation; BEE compliant companies will be scored accordingly
- m) The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii), but not limited to.

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER

n) Locality please provide proof of residence: utility bill/ lease agreement

6.5 VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

6.6 CONTRACT PERIOD

The contract period will be a maximum of 36 Months (3 years) commencing the date of signing of a service level agreement.

7 RETURNABLE DOCUMENTS

Documents	Conditions
BBBEE certificate/ sworn affidavit	Copy must be certified by a commissioner of oaths
Resolution authorizing a particular person to sign the bid documents	
<ul style="list-style-type: none">SBD 1 (invitation to bid)	
<ul style="list-style-type: none">SBD3.3 (pricing schedule)	
<ul style="list-style-type: none">SBD4 (declaration of interest)	
<ul style="list-style-type: none">SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2011)	
<ul style="list-style-type: none">Proof of CSD and LOGIS registration	

8 SUBMISSION OF PROPOSALS

APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER






Please submit a costed proposal for delivering the specified services on behalf of DEDEAT. One original and one photocopy of the completed proposal shall be placed in a sealed envelope clearly marked as per tender advert.

Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted.

For technical information contact: Mr Khulubone Mkhonza Employee Health and Wellness khulubone.mkhonza@dedea.gov.za	For bid enquiries contact: Ms Hlokoma Mtshotshisa Supply Chain Management Cell: 072 045 8528 hlokoma.mtshotshisa@dedea.gov.za
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APPOINTMENT OF EMPLOYEE HEALTH AND WELLNESS SERVICE PROVIDER FOR A PERIOD OF 36 MONTHS

9 APPROVAL OF TERMS OF REFERENCE

	K.E MKHONZA DD : EHW	T. BOUCHER CD: CORPORATE MANAGEMENT	CHAIRPERSON: BID SPEC COMMIT	S. HLWEMPU DIRECTOR: SCM	S JONGILE CFO	M MAMA HOD
	Compiler / developer	Recommended	Recommended	Recommended	Recommended	Approved
COMMENT(S)						
SIGNATURE						 <small>M. Mama 11/08/2022</small>
DATE	11 August 2022	11/08/2022	Aug 11, 2022	Aug 11, 2022	Aug 12, 2022	Aug 12, 2022