



# KWAZULU-NATAL LEGISLATURE

AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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244 Langalibalele Street  
Pietermaritzburg, 3201  
Private Bag X9112  
Pietermaritzburg, 3200  
[www.kznlegislature.gov.za](http://www.kznlegislature.gov.za)

## DESCRIPTION: SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES

Bid No. : **KZNL 17/2018**

COMPANY NAME : \_\_\_\_\_

Registration No. \_\_\_\_\_

### Type of Bidder (Tick One Box)

One-person Business/Sole Trader	<input type="checkbox"/>
Close corporation	<input type="checkbox"/>
PTY (Ltd)	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Consortium/Joint Venture	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

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### RETURN OF PROPOSAL

Proposal must be deposited in the **Bid box situated at Ground Floor, KZN Legislature, 244 Langalibalele Street PIETERMARITZBURG 3201** or received by post to The Senior Manager: Supply Chain Management, **Private Bag X 9112, Pietermaritzburg, 3200** before **11h00 on 24 October 2018**

## KWAZULU-NATAL LEGISLATURE

## TABLE OF CONTENTS.

SECTION	CONTENTS	PAGE	
<b>Section A –K– Standard Bid Documentation</b>	<b>Section: A</b>	Invitation to Bid	2
	<b>Section: B</b>	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	4
	<b>Section: C</b>	Tax Clearance Certificate Requirement	5
	<b>Section: D</b>	Declaration of Interest	6
	<b>Section: E</b>	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	9
	<b>Section: F</b>	Conditions of bid	15
	<b>Section: G</b>	Authority to Sign a Bid	17
	<b>Section: H</b>	Declaration of Bidders Past Supply Chain Management Practices.	21
	<b>Section: I</b>	Certificate of Independent Bid Determination	22
	<b>Section: J</b>	Official Briefing Session Certificate	23
	<b>Section: K</b>	Special Conditions of Contract	25
	<b>Annexure: A</b>	Specification/ Tor & Price page/schedule	29
	<b>Annexure B</b>	General Conditions of Contract	45

# SECTION A

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 17/2018**      CLOSING DATE: **Monday, 24 October 2018**      CLOSING TIME: **11:00**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES**

CONTRACT PERIOD: **3 Years**

VALIDITY PERIOD: **120 DAYS**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service**

<b>BID DOCUMENTS MAY BE POSTED TO:</b> The Head SCM Unit, KZN Legislature Private Bag 9112 Pietermaritzburg, 3200	<b>NOTE: THE POST IS CLEARED FROM THE PIETERMARITZBURG POST OFFICE BEFORE 10:00 ON DUE DATE</b>
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**OR**

<b>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:</b> Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201	<b>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME: MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS) 08:00 TO 16:00</b>
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**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER      CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER      CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE (CSD) NO.** \_\_\_\_\_

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (Section B) YES  NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES  NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR .....

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES  NO   
**[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**TOTAL BID PRICE: R**.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** Ms Zethu Buthelezi

**Tel:** 033 355 7548

**E-mail address:** [buthelziz@kznleg.gov.za](mailto:buthelziz@kznleg.gov.za)

## SECTION B

## SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialled.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid and original Tax Clearance Tax Clearance Certificates. (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Only bids that were submitted with a valid Tax Clearance certificate will be considered.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

## SECTION C (SBD 2)

### 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.**

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "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.
2. 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.
3. 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.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. 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](http://www.sars.gov.za).
6. 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](http://www.sars.gov.za).

Jeyrel:\Mdk416-SBD2 tax clearance

**I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:**

\_\_\_\_\_  
**SURNAME AND INITIALS OF COMPANY REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

COMPANY OFFICIAL STAMP

## SECTION D (SBD 4)

### DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....  
Of (Company Name).....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"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.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars: .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES  NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES  NO   
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES  NO

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with 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? YES  NO

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES  NO

2.11.1 If so, furnish particulars:  
.....  
.....  
.....





## SECTION E

### 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
- 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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.



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 last 51% owned by:	EME	QSE
	√	√
<b>Black people</b>		
<b>Black people who are youth</b>		
<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

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.

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....



**SECTION F**  
**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.



**6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
  - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**FULL NAME (IN BLOCK LETTERS)**

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS)**.....

**POSTAL ADDRESS**  
.....  
.

.....**POSTAL CODE**.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELL PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**SECTION G (SBD 11)  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on ..... 20.....,  
Mr/Mrs .....whose  
signature appears below) has been duly authorised to sign all documents in connection with this  
bid on behalf of (Name of Company).....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 .....  
2 .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as .....

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
 hereby authorise ..... to sign this bid as well as any contract  
 resulting from the bid and any other documents and correspondence in connection with this bid and  
 /or contract on behalf of (*company name*) .....

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, **a certified copy** of the Founding Statement of such corporation shall be included with the bid, together with the **resolution by its members authorising a member** or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
 (PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNED ON BEHALF OF CO-PERATIVE:.....  
(PRINT NAME)

IN HIS/HER CAPACITY AS:.....DATE:.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**F. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on ..... 20 .....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
(PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITNESS: - 2.....

**G. JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE :..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE :..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE :..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE :..... DATE: .....

IN HIS/HER CAPACITY AS:.....

## SECTION H (SBD 12)

### 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-
- 4 abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b> The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:..... .....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:..... .....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:..... .....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:..... .....		

**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

\_\_\_\_\_  
Company Name

## SECTION I (SBD 9) CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**SECTION J  
OFFICIAL BRIEFING SESSION**

Site/building/institution involved: **KZN LEGISLATURE**

**Bid No: KZNL 17/2018**

**Service: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS  
SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL  
LEGISLATURE EMPLOYEES**

**COMPULSORY BRIEFING SESSION**

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ATTENDED THE COMPULSORY BRIEFING SESSION AT KZN LEGISLATURE AS FOLLOWS:

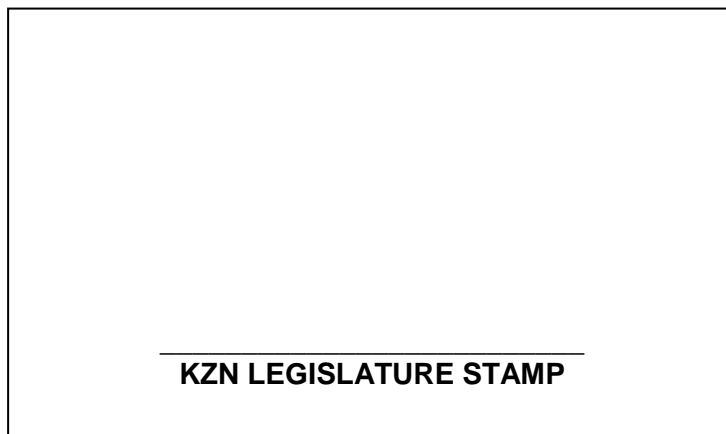
**TIME:** 10:00AM  
**DATE:** 10 OCTOBER 2018  
**VENUE:** Ground Floor Canteen (Room no. GB 03),  
KZN Legislature Administration Building,  
244 Langalibalele Street,  
Pietermaritzburg, 3200

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

\_\_\_\_\_  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF KZN LEGISLATURE REPRESENTATIVE**  
(PRINT NAME)



## SECTION K

### SPECIAL CONDITIONS OF CONTRACT

#### 1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

#### 2. APPEALS/OBJECTIONS

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

#### 3. AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

#### 4. BID PRICING

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

#### 5. CHANGE OF ADDRESS

- 5.1 Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

#### 6. COMMUNICATION

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

HEAD OF SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
PRIVATE BAG X 9112  
PIETERMARITZBURG  
3200

#### 7. COMPLETION OF SPECIFICATION

- 7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

#### 8. COMPLETENESS OF BID

- 8.1. Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

#### 9. CONDITIONS OF BID

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.
- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

9.6 Bidders must provide the following particulars about themselves as part of the bid:

- 9.6.1 Where they have their Headquarters
- 9.6.2 Where they have their Regional Office.
- 9.6.3 Name, address and telephone number of bankers together with their bank account number.
- 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

9.7 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 9.7.1 By whom, or with whose assistance, was the business plan drafted?
- 9.7.2 By whom, or with whose assistance, were the bid prices calculated?
- 9.7.3 Whose advice is relied on?
- 9.7.4 Who will provide financial support?

9.8. A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

## **10. CONTRACT PERIOD**

10.1 The contract period : **3 Years**

10.2 The KZN LEGISLATURE reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

## **11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

11.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

## **12. EQUAL BIDS**

12.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

## **13. EXECUTION CAPACITY**

13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document

## **14. EXTENSION OF CONTRACT**

14.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## **15. INFORMATION REQUIRED FROM BIDDER**

15.1 Bidders must provide the following particulars about themselves as part of the bid:

- 15.2 Where they have their Headquarters.
  - 15.3 Where they have their Regional Offices.
- } Details to be supplied on  
Company's letterhead.

## **16. IRREGULARITIES**

- 16.1 Companies are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **17. JOINT VENTURES**

- 17.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 17.2 Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## **18. LATE BIDS**

- 18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## **19. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

- 19.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Legislature.

## **20. TAX CLEARANCE CERTIFICATE**

- 20.1 The original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate may invalidate your bid (as at the closing date of this bid) unless a valid, original Tax Clearance Certificate is already in the possession of the KZN Legislature's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.
- 20.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid at the closing date and time of bid.

## **21. UNSATISFACTORY PERFORMANCE**

- 21.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:
- (a) take action in terms of its delegated powers
  - (b) make a recommendation for cancellation of the contract concerned.

## **22. VALIDITY PERIOD AND EXTENSION THEREOF**

- 22.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this KZN Legislature may request the bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

**23. VAT**

23.1 Bid prices must be inclusive of VAT.

23.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –
  - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

**24. REGISTRATION WITH THE STATUTORY BODIES**

The bidder must be registered for Workmens Compensation & UIF.and ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

**25. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

**ANNEXURE A**

**Terms of Reference  
And  
Price page/schedule**

**BID NUMBER: KZNL 17/2018**

# Terms of Reference

## WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES

### 1. Introduction

The KwaZulu-Natal Legislature intends procuring the services of a reputable Service Provider to provide an Employee Wellness Programme to address issues of employee health and wellness in the workplace (in particular the psychosocial aspect of wellbeing) with the focus to promote employee wellness and improve productivity.

To this end, the Legislature invites suitably qualified and experienced Service Providers to submit proposals for the implementation and management of an outsourced Employee Wellness Program (EWP) for a period of 3 years.

### 2. BACKGROUND TO THE PROGRAMME

The Legislature, looking at best practices had considered the DPSA's Employee Health and Wellness Strategic Framework (2008) which takes cognisance of the reality of communicable and non-communicable diseases. It seeks to represent an integrated, needs-driven, participative, and holistic approach to Employee Health and Wellness in the Public Service. The integrated approach to employee health and wellness recognises the importance of individual health, wellness and safety and its linkages to organisational wellness and productivity in the Public Service. The Legislature is also intending to adopt the same approach for Employee Health and Wellness.

Health screening is a relatively new addition to healthcare in Legislature but is gaining momentum as people realise the importance of being proactive about their health. Ironically, one can gain an accurate sense of the Legislature's "health" by assessing the "pulse" of employees' health! Simply put, if we are unaware of the health issues that are facing employees it is difficult to target initiatives to help staff become healthier and become more productive in the workplace.

Biometric screenings provide important baseline data and information on current and potential medical issues. Employees are given reliable information about their risk for chronic preventable diseases such as diabetes, heart disease, and hypertension, and can identify a path for disease prevention and improved health. Chronically ill employees have come to accept their present level of illness as normal. The uptake of such services is often based on the quality, integrity, empathy, confidentiality, professionalism, referral and informed health advice given to the client.

### 3. CONTEXT

Employees spend more awake hours at work than anywhere else; on average 40 hours a week. Aside from helping improve the health of already at-risk employees, workplace wellness screening programs also have a huge impact on healthy individuals, raising awareness so employees with fewer risk factors remain in a lower cost group.

3.1. Employee Health and Wellness Frameworks recognize the need for workplaces to develop Wellness Management programme that is largely preventative in nature focusing on both primary (avoid the risk or condition) and secondary (minimize the effects of the condition) prevention when dealing with psychosocial problems, organizational climate assessments of hostile physical and psychosocial working environments.

- 3.2. The KZN Legislature's Wellness Management Policy is anchored on the following objectives which ought to be met when implementing a wellness management programme:
- 3.2.1 Meet wellness needs of Legislature employees through preventative and curative measures.
  - 3.2.2 Promote the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals.
  - 3.2.3 Create an organizational climate and culture that is conducive to wellness and comprehensive identification of psycho-social health risks.
  - 3.2.4 Promote Work-Life Balance through flexible policies in the workplace to accommodate work, personal and family needs.
  - 3.2.5 Employee wellness is considered from both the personal and workplace dimensions which influence the overall performance of employees. Individual wellness is viewed as the promotion of the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals. The employee wellness is attained by creating an organizational climate and culture that is conducive to wellness and the comprehensive identification of psycho-social health risks.
- 3.3 To give effect to the provisions of the Wellness Management Policy, the Legislature seeks to put in place an Employee Wellness Programme that seeks to address the psychosocial aspect of the wellbeing of its employees and immediate family members with the goal of improving productivity in the workplace.
- 3.4 As a result of internal capacity constraints to deliver a complete Employee Wellness Programme, the Legislature seeks to outsource the function to a reputable registered Service Provider to implement the programme. The outsourced service is envisaged to provide a confidential referral service with certified employee assistance practitioners who are registered and experienced specialist on a range of issues, including but not limited to counselling on social, financial matters, as well as health management issues.
- 3.5 The EWP service is intended to:
- 3.5.1 Adopt a holistic approach to employee health risk management, by seeking synergies with wellness and disease management programmes as well as rehabilitation and empowerment programmes in conjunction with the Legislature's Employee Wellness programme.
  - 3.5.2 Reduce employee absenteeism due to psychosocial challenges.
  - 3.5.3 Assist individual staff members in overcoming personal and work related problems that are likely to affect their performance.
  - 3.5.4 Assist the Legislature to create a caring, healthy and safe working environment in which individual staff members feel valued.
  - 3.5.5 Improve organizational performance by ensuring that staff members have the necessary support system in place which will enable them to reach their maximum potential and perform optimally.



3.5.6 Provide a professional EWP service which will respond with immediacy to the psychosocial needs of employees.

3.5.7 Support the institution to manage health risk issues and involve the various stakeholders in the health risk management processes and structures;

3.6 In summary, the envisaged outsourced EWP model entails:-

3.6.1 Appointment of the registered Service Provider by the KZN Legislature through a bid process that is concluded with a service level agreement entered into between the Legislature's and the successful Service Provider. Employees having 24 hour (round the clock) access to counselling and referral service.

3.5.8 Payment of a monthly capitation fee per employee. The capitation fee includes the rendering of the services defined in the service level agreement. The capitation fee will be paid monthly by the Legislature.

#### **4 PURPOSE PRINCIPLES**

The purpose of contracting the services of a wellness screening company is to offer a comprehensive health screening package to the employees of the Legislature that will inform the Human Resource Management of the present health trends within the Legislature and the mitigating process of proactively managing such health trends. The Employee Wellness Programme is underpinned by the following principles:

- 4.2 Employees utilizing the wellness programme are assured of confidentiality, except in cases of risk to self and others or in terms of legislation.
- 4.3 Only registered professionals will be allowed to provide therapeutic interventions.
- 4.4 As far as possible the generic principles of respect for autonomy, non-maleficence, beneficence, and distributive justice will guide the actions of all professionals providing the counselling service.
- 4.5 The programme focuses on all levels of employment and responds to the needs of designated employees (e.g. people with disabilities and women) maintaining a performance focus.
- 4.6 Coherence of models: the service delivery models should offer the same package of professional service to the Legislature's employees.
- 4.7 Voluntary Participation: Employees' participation in the programme is voluntary.

#### **5 OBJECTIVES**

5.1 The primary objective for the Legislature in arranging a wellness contract is to assist individual staff members in overcoming personal and work-related problems that are likely to affect their performance, to cope with psychosocial challenges whilst creating a caring and healthy working environment in which individual staff members feel valued.

5.2 It is the Legislature's intention to improve organisational performance by ensuring that staff members have the necessary support system in place which will enable them to reach their maximum potential and perform optimally, as well as to manage health issues which pose a risk to the institution whilst promoting and providing a healthy and safe work environment.

5.3 The objective of appointing a Service Provider to conduct wellness screening for staff in the employ of the Legislature is to:

- 5.3.1 Align wellness programmes towards the National and Provincial targets of offering optimum workplace health services to employees as prescribed within the mandate set out by the 4 pillars of the Employee Health and Wellness Strategic framework of (2008).

- 5.3.2 Assist in gauging the Legislature's health trends of employees and the subsequent planning, development and implementation of health programmes to target initiatives to help staff make healthier choices.
- 5.3.3 Document employee health risks to process for referral, treatment, post management and follow-ups.
- 5.3.4 Create a more vibrant, dedicated, responsive and health conscious Legislature that will have a positive impact on service delivery by:
- (a.) reducing absenteeism
  - (b.) improving Productivity
  - (c.) improving Presenteeism
  - (d.) reducing Injuries
  - (e.) improving Employee Morale and Retention
- 5.3.5 Create awareness amongst employees within the Legislature to be in control of their own health by identifying areas that need attention and can also serve as an early pre-detection warning for a variety of health problems.
- 5.3.6 Encourage and help support employees with fewer risk factors to sustain their health status in order to remain in a lower cost group.

## **6 SCOPE OF WORK**

### **6.1 Scope and extent of work**

The EWP services is required for provision to all the employees of the KZN Legislature. The institution currently has employees with approximately 10% by 2019. Whilst the Legislature has offices with staff members in both Cape Town and Pietermaritzburg, the service is expected to be accessible by all employees irrespective of their geographical area where they may be due to official business.

### **6.2 Services to be provided**

The appointed Service Provider will be contracted for a period of five years with annual renewal of contract based on performance. The Service Provider is expected to design, implement and manage the Employee Wellness Programme with the following deliverables:

#### **6.2.1 Suitable Counselling and Trauma debriefing system**

**Develop a suitable counselling referral system and trauma debriefing sessions to deal with the flowing areas (but not limited to):**

**(a.) Stress, Anxiety and Depression;**

- 1) Anxiety or depression / feelings of being overwhelmed;
- 2) Managing stress; and
- 3) Poor work performance.

**(b.) Marital, Divorce and Relationships;**

- 1) Domestic violence;
- 2) Personality conflicts at home or on the job;
- 3) Learning to be more assertive/ ways to improve self- esteem;

- 4) Positive communication skills; and
  - 5) Marital counselling/ adjusting to a divorce or separation.
- (c.) Family and Parenting concern**
- 1) Children with behavioural problems; and
  - 2) Eldercare.
- (d.) Alcohol and other drug dependencies**
- 1) Drugs or alcohol abuse/ recognising a substance abuse problem;
  - 2) Support when living with a person who abuses alcohol and drugs; and
  - 3) Gambling problem.
- (e.) Financial problems;**
- 1) Money management and financial problems.
- (f.) Bereavement and other losses;**
- 1) Dealing with a loss of a loved one.
- (g.) Dealing with communicable diseases/ illnesses.**

**6.2.2 The Service Provide is expected to offer the following package of services:**

- (a.) HIV testing – HCT plus confirmatory test & follow up laboratory confirmation if necessary
- (b.) CD4 Counts where applicable
- (c.) Urine testing
- (d.) Cholesterol testing
- (e.) Glucose testing
- (f.) Peak Flow Meter (lung function)
- (g.) Body Mass Index
- (h.) Blood Pressure
- (i.) Pulse
- (j.) Breast examination
- (k.) Weight
- (l.) Temperature
- (m.) Distance and Near Eyesight testing
- (n.) Wellness files and data capture of attending employees for continuous monitoring
- (o.) Management of employees who have agreed to disclose HIV+ Status to Service Provider.
- (p.) Rapid PSA test for male employees over the age of 50 followed up by laboratory test if levels are raised.
- (q.) Pap Smears (one consultation per client. Post management of those clients requiring immediate intervention including further tests)
- (r.) Management report and feedback session
- (s.) Centrum for each client (inclusive of 50+)
- (t.) Influenza vaccines during the 4<sup>th</sup> quarter of each financial year for chronic and vulnerable clients (quantity to be discussed with EHW business unit)

### 6.2.3 Screening Procedure

- (a.) Employees are not obligated to take up all the services offered within the package. The Service Provider will nevertheless charge per head even if a client has not used up all the services within the package.
- (b.) Each attending employee will have the opportunity to voluntarily choose to have an HIV test during the wellness screening.
- (c.) Full pre and post-test counselling will be given if the employee agrees to test. This counseling must be undertaken by a person trained for this purpose.
- (d.) Should the screening test be positive, the employee will be tested a second time to confirm the result. If the confirmatory test is positive, the employee is offered a CD4 count test.
- (e.) Should the rapid test results be inconclusive – bloods will be sent to the laboratory for confirmation of diagnosis
- (f.) Each employee will receive a report of their entire wellness results which can be used for comparison in future wellness interventions, or in discussion with their health care practitioner.
- (g.) All wellness monitoring deemed to be outside of the normal or healthy range, will be referred to their health care practitioner for further investigation.
- (h.) A new file will be opened for any first time attending employee.
- (i.) Existing files will be used for employees currently enrolled in the programme.
- (j.) The individual reports are confidential and will be used to monitor the health status of individuals, providing them with a history of their results

## 7 SPECIFIC DELIVERABLES

- 7.1 All dates to be scheduled in agreement between the EHW component and service provider per quarter. There will be four (4) quarterly Wellness Screening Sessions per financial year. Dates should coincide with the Legislature's quarterly reporting periods and in line with the financial year.
- 7.2 All services carried out by the service provider should be analyzed to find emerging trends per disease profile as well as the frequency.
- 7.3 A scientific method of analysis should be implemented to allow for accurate reporting and should reflect trends based on previous analysis of data.
- 7.4 Under no circumstances should any employee's names be published in any form of reporting and all data collected during the screening sessions shall not be divulged to any other organization or person for research purposes or marketing purposes.
- 7.5 All information obtained from the screening sessions remains the property of the Legislature.
- 7.6 All results should remain confidential and should not be divulged to any person other than the client in question. The client is at liberty to divulge such information on their own accord having signed an agreement with the service provider.
- 7.7 A comprehensive report should be forwarded to the EHW component by no later than 14 days after the last screening session.

- 7.8 The report should focus on trends and holistic trend within the Legislature. All reports should be printed in colour.
- 7.9 The results of each screening session should be interpreted with the EHW component to ensure clarity in a PowerPoint format each quarter.

## **8. Access to the service**

### **8.1 The EWP service will be open to all employees accessible through:**

- (a.) Self-referral where the employee seeks help on their own and the employee would have to sensitise the first line supervisor;
- (b.) Informal referral where a supervisor, friend or co-worker recommends EWP;
- (c.) Formal referral based on job performance and recommendation of supervisor; and
- (d.) Approval for any extension/additional costs in this regard will be sought from the Legislature prior to continuing with additional services.
- (e.) The Service Provider is required to as far as possible, utilise councillors who are available in at the two centres (Pietermaritzburg and Cape Town) in close proximity of the relevant Legislature offices.

### **8.2. Logistics:**

- (a.) The EHW component together with Office Managers will provide the necessary venues required for screening.
- (b.) The Service provider will provide medical screening.
- (c.) The Service provider will provide all necessary clinical apparatus, consumables and other resources required during the screening process that is in line with standard medical screening procedures.
- (d.) The service provider will be responsible for the removal and disposal of medical waste and hazardous items from the Legislature premises at the conclusion of the consultations. Such items will be disposed of according to medical protocols.

## **9. SERVICE PROVIDER STAFF**

- 9.1 The Service Provider, through the EHW component, will verify the approximate number of employees and allocate clinical staff accordingly as per the tabulation in Point 8.2 below.
- 9.2 An approximate time of 30 minutes should be allocated to each employee though it is common for employees taking up fewer services to be completed prior to the 30 minutes elapsing.
- 9.3 All staff members providing a service to the Legislature's employees should be professional nurses and should be certified in the most recent nursing qualifications by an accredited Institution.
- 9.4 The Head of the team should be a highly advanced Nurse who will be able to make clinical decisions if and when required.
- 9.5 Number of Nurses is based on 30 minutes per client and a maximum of 6 hours spent at the Legislature. Each visit must be completed within the date set out by the Legislature's EHW Component.
- 9.6 Approximately 204 employees and 69 Members are being screened at present although this number may increase.

## **10. SKILLS, EXPERTISE AND EXPERIENCE REQUIRED**

The Human Resource Management requires support from a specialist and experienced Service Provider who has considerable expertise in the health field and possesses the knowledge, skills and values pertaining to health issues. The service provider should possess:

- (a.) A health-related qualification
- (b.) An understanding of current health trends and practices.
- (c.) A track record of successful and timeous performances of similar assignments (relevant references should be provided);
- (d.) Expertise in conducting a wellness screening project and developing reports with a focus on the Legislature.
- (e.) A practical commitment to the empowerment of historically disadvantaged firms/professionals in respect of the distribution of work and the transfer of skills under the assignment.

## **11. CONTRACT CONDITIONS**

### **11.1 AGREEMENT**

The service provider will be required to enter into a contract with the Legislature, which shall take form of a Memorandum of Agreement or Service Level Agreement (MOA/SLA). The Legislature shall have the right to terminate such contract in the event of unsatisfactory performance.

### **11.2 ACCOUNTABILITY**

The service provider will be accountable to and under the direction of the Senior Manager: Human Resource Management in the performance of the project management duties.

### **11.3 CONTRACT AND PROGRAMME TIMEFRAMES**

The project shall from the period of appointment of the service provider up to and including completion; a duration of 3 years.

### **11.4 PROGRAMME MATERIAL**

- (a.) The copyright of all documentation and ownership of the developed reports will vest with the Legislature.
- (b.) The copyright of all reports is to be delivered by the service provider to the Legislature upon the acceptance of the final report.
- (c.) All reports whether draft or in final form, are to be submitted in both hard copy and electronic format.
- (d.) **Document Clause: -**
  - 1) All files will remain in the possession of the service provider for the duration of the contract and will be deemed to be confidential.
  - 2) At the end of the contract the file will be handed over to the new service provider conditional on an employee granting permission for this to take place.
  - 3) Files not handed over to the new service provider and will remain in the possession of the old service provider and retained as per protocols applicable to medical records.

### **11.5 Medical Record Keeping, Document Management and Data Security**

- 11.1 For the purpose of this bid, document management refers to a document management system to manage documents and/or their contents in various formats according to business rules through its life cycle from inception to disposal
- 11.2 Data related to the Employees and the organisation may only be accessed by authorised employees or contracted persons of the Legislature, as well as the Service Provider. It is therefore required that the Service Provider takes all steps to ensure that Client and the Organisational data is not accessible to any party who is not authorised by either the Legislature or the Service Provider to access such data.
- 11.3 The bidder must therefore:
- (a.) Ensure that the confidentiality and security of employees' information is maintained; and
  - (b.) Have an efficient and effective administrative process/procedure for audit purposes and for managing all medical files, results, enquiries and claims.

## **11.6 Reporting**

- 11.6.1 The Service Provider shall implement the necessary measures, monitoring tools and procedures required in measuring and reporting their performance of services against the applicable performance standards on a quarterly basis. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the performance standards, and may be subject to audit by the KZN Legislature and/or its appointed contract manager or auditors.
- 11.6.2. The bidder must provide the following types of reports:
- (a.) Monthly dashboard, quarterly and annual reports;
  - (b.) Ad-hoc reports; and
  - (c.) Trends analysis reports.
- 11.6.3 Reports should meet the following requirements:
- (a.) Identify common trends and offer relevant recommendations to address the issues identified in the reports.
  - (a.) Reflect Return on Investment of the Wellness Programme for KZN Legislature.
- 11.6.4. Reports must be made available in hard copy accompanied by an electronic version in a format compliant with MS Word and MS Excel as determined by the KZN Legislature.
- (a.) Identify and/or review of the key constraints or challenges facing the implementation of the wellness programme.
  - (b.) Submit comprehensive statistical report on findings with clear recommendations.

## **12 FEES AND DISBURSEMENTS**

The pricing shall consist of all the services that have been mentioned on paragraph 6 of this document. The mount charged will be based on actual numbers depending on how many employees have utilized the services of the service provider. With regards to numbers, attention is brought to paragraph 12.1.1 below. It must be noted however that the numbers will still grow as the Legislature will be filling more posts in line with the new structure

### **12.1 Basis of remuneration**

12.1.1 The appointment of the service provider will be on a firm price subject to annual escalation that incorporate time and cost basis. An activity schedule must be included in the proposal taking into consideration that the service provider will charge per head and remuneration will be based on the number of employees consulted during the screening session. (For the purposes of this exercise, prospective service providers should base their pricing on 204 employees and 69 Members, (although this number may decrease or increase)

12.1.2 This should be consolidated into a single project budget estimate.

12.1.3 The Legislature will assume that the expenditure relating to the project is anticipated by the service provider and is consolidated accordingly i.e. all travelling and accommodation costs should be included.

12.1.4 The service provider agrees to render services to the Legislature as per the objectives of the project and shall submit a tax invoice to the Legislature for work completed and invoiced in accordance with project milestones set out and agreed in the Service Level Agreement(SLA)

**13 PERFORMANCE REQUIREMENT**

The service provider will be required to provide a quarterly work plan at least one month prior to commencement of each provincial screening sessions / consultations for approval by the Senior Manager: Human Resource Management and or delegated person, in terms of scope of work as mentioned herein.

**14 OTHER DOCUMENTATION TO BE INCLUDED IN BID:**

In addition to the standard bid documents to be attached, the following documents must be submitted:

- (a.) Company Profile detailing reputable expertise and management of similar projects;
- (b.) C.Vs detailing personal details, qualifications, competence and experience of each personnel member assigned to the project to be submitted;
- (c.) Proof of compliance with relevant qualification criteria in accordance with the threshold for qualification below.

**15 Threshold for qualification**

The following threshold requirements **must** be met, **failing which the bid will be disqualified.**

Minimum requirement		Yes/No	Comment/proof to be provided
<b>Organizational Capacity</b>			
1	Company must demonstrate a minimum of 5 years' experience in Corporate Health and Wellness Screenings and consultations		Company Profile with references
2	Registration with Association of Wellness providers		Certificate of registration to be attached.
2	Company must be registered with recognized health professional bodies, applicable Legislations and possess relevant certification for carrying out health related duties		<ul style="list-style-type: none"> <li>• HPCSA</li> <li>• Medical Waste and Incineration Certificate</li> <li>• Department of Health Dispensing License</li> <li>• COIDA and Certificate of good standing,</li> </ul>



Minimum requirement		Yes/No	Comment/proof to be provided
<b>Organizational Capacity</b>			
			<ul style="list-style-type: none"> <li>Public Liability Cover, Rand value to be specified</li> </ul>
3	A minimum of 3 Wellness projects related to Wellness Screenings and Consultations		Summary of Project Scope and Referees.
4	Document Security and retention		Lock up filing system (site visit)
<b>Project Manager (Key Person); Capability qualifications, expertise and experience</b>			
5	A minimum of seven years management experience in a Health environment.		CV and references.
6	Tertiary qualification related to the Health Sector		Certified copy of qualification
7	A minimum of five years Project management experience		CV and references.
8	A minimum of 3 Wellness projects that have been project managed related to Wellness Screenings and Consultations		Summary of Project Scope and Referees.
9	Experience in report writing and presentation		Sample report to be produced
<b>Professional Nurse: capability qualifications, expertise &amp; experience</b>			
10	A minimum of 5 years' experience in a health related organization/s		CV and references
11	Registration with SANC		Certified copies of qualification. Proof of Registration
12	Cumulative experience of 3 years on Wellness Screenings and consultations and the ability to perform Pap Smears and Prostate Specific Antigen testing		CV and references

## 16 EVALUATION PROCESS AND CRITERIA

### 16.1 EVALUATION PROCESS

KZNL will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for Mandatory, Functionality / Technical, Price and B-BBEE. During the evaluation of received bids KZNL will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

The requirements of any given stage must be complied with prior to progression to the next stage. KZNL reserves the right to disqualify bidders without requesting any outstanding document/information. A staged approach will be used to evaluate bids and the approach will be as follows:

**Stage 1 Minimum Mandatory Compliance**

a) During this phase bid documents will be reviewed to determine compliance with tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid. All SBD Forms completed fully and signed. Failing to do so will lead to the disqualification of the bid during the bid evaluation process.

b) Minimum Mandatory Criteria Evaluation Process

Prospective bidders responding to this bid must be registered as a Service Provider on the CSD Supplier Database. If the company is not registered on the CSD, proceed to complete the registration of your company prior to submitting your proposal. Ensure that all documentation on the database is updated and valid. No bid will be awarded to a Supplier/Service provider who has not registered on the CSD.

During this phase the bid documents will be reviewed to determine compliance with the minimum mandatory criteria stipulated in the Terms of Reference. Any bid not meeting the minimum mandatory criteria shall be excluded by the BEC from further adjudication processes. To this end the following compulsory minimum requirements apply.

- 1) Letter confirming that the proposal is valid for 120 days
- 2) Proposal signed by the designated responsible person
- 3) Original and valid Tax clearance certificate included
- 4) Original signed briefing session certificate
- 5) Past and current clients list of customers for whom projects of this nature and magnitude have been conducted.
- 6) Technical and price proposals to be submitted separately
- 7) High level implementation plan
- 8) Company history
- 9) At least three (3) references of lists for who projects of this nature and magnitude have been conducted.
- 10) All fully complete and signed SBD forms
- 11) Copies of identity documents of directors or shareholders of the company who will be responsible for the project.
- 12) Registration of company with EAPA-SA
- 13) All relevant registrations as required by the TOR.

**Stage 2 Functionality Evaluation**

c) The BEC will conduct the technical evaluation

d) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidder's responses will be evaluated for functionality based on achieving a minimum score of 70% out of 100.

e) Bidders must, as part of their documents submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submission and the information provided.

f) Bidders will note rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

- g) If the required short-listed Service Provider shall be contacted to conduct a presentation on their bid to the Bid Evaluation Committee. The BEC shall score the presentation of the Service Providers.
- h) If a need is identified, the BEC may assign a team to conduct a site to the offices of all short-listed Service Providers.
- i) The panel members will individually evaluate the responses received against the following criteria as set out below:

**16.2 EVALUATION CRITERIA**

A service provider that scores less than 70% for functionality will be regarded as submitting a non-responsive bid and will be disqualified. All service provider that score 70% and more for functionality will be considered for further assessment processes.

1 = poor      2 = fair      3 = good      4 = very good      5 = excellent

	<b>Criteria</b>	<b>Weight</b>	<b>Scoring Measurement</b>
1	<b>Company Profile</b>	10	Number of years' experience with mass screenings and consultations; & General expertise in implementing Employee Wellness Programs
2	<b>Company Registrations</b>	10	Professional Bodies Registration
3	<b>Project Manager and Professional Nurses</b>	10	Qualifications, Registration with SANC and Number of Years Experience
4	<b>Qualification and experience of team members including comprehensive CVs of all Practitioners/ Team Members</b>	20	Team members possess qualifications, year's collective experience in the relevant field of expertise Capacity to take on project of this size and ability to manage it to the end within the prescribed project time lines Appropriateness and quality of proposed work plan
5	<b>Equipment and Medical Apparatus</b>	20	Technologically advanced and SABS approved (site visit)
6	<b>Medical Procedures/</b>	20	Current trends (e.g. Pap smears, finger pricking) cross reference to Paragraph 6.2
7	<b>Reports and Document Security</b>	10	Report to be compiled as per specs (Sample report to be produced) and Location and retention of Client Files (site visit)

**17 BRIEFING SESSION**

There will be a compulsory formal briefing session to inform potential bidders of the scope of work and related matters such as time frames which need to be met;

The briefing session will be held on **10 October 2018** Legislature Administration Building, 244 Langalibalele Street, Pietermaritzburg.

Bidders are to ensure that the briefing session certificate contained in the tender document is signed at the briefing session. Failure to do so will invalidate the bid.

## **18 Bid submission requirements**

Service Providers are required to submit their proposals in two envelopes in the following format:

### **18.1 Envelope 1: Technical proposal**

Marked with the name of the **Service Provider**,

Titled '**Technical proposal**:'

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES**

This envelope must contain at least the following:

- a.) A signed covering letter, covering the following:
  - (i.) Accepting the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference;
  - (ii.) attaching a **tax clearance certificate for tenders** from South African Revenue Services for the Service provider/s and all South African firms to be subcontracted to it for this assignment, or all South African firms participating in a joint venture for purposes of this bid;
  - (iii.) providing full contact details of the Service Provider/s.
  
- b.) Information on and motivation for the Service Provider/s, attaching:
  - (i.) His or her curriculum vitae, and setting out his or her personal, and his or her firm's;
  - (ii.) suitability for this assignment;
  - (iii.) relevant skills and experience: For each relevant area of experience cited, outline the precise role the Service provider/s played, the role of the firm, contract term, contract outcomes, and contract value
  - (iv.) availability to perform the work: This must be substantiated by listing the Service Provider/s other known professional commitments for the forthcoming six months.
  
- c.) Project comprehension and project management plan in line with the above, including:
  - (i.) the Service Provider's understanding of the terms of reference, and any proposals for amendments to the terms of reference that would enhance desired outcomes
  - (ii.) how the Service provider proposes to manage the set of deliverables outlined in the terms of reference;
  - (iii.) addressing all elements covered in the scope of works and all deliverable documents;
  - (iv.) a proposed outline work plan with timetable for delivery;
  - (v.) how the Service Provider members will be supervised;
  - (vi.) any innovative ideas for how the whole assignment can best achieve its objectives.

## 18.2 Envelope 2: Price proposal

Marked with the name of the *service provider*;

Titled: 'Price Proposal –

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES**

### ***This envelope must contain:***

- a.) A signed covering letter, covering the following:
  - (i.) Name of the Service Provider
  - (ii.) Total price for the project, inclusive of VAT, the composition of the proposed price.
  - (iii.) Only the price proposals of shortlisted Service Providers will be opened and considered.
  - (iv.) Each proposal should be prepared simply and straightforwardly with concise description of the
  - (v.) Service Provider's ability to meet the requirements of the ToR.
  - (vi.) Project Cost Calculation (itemised), derived from the work content.
  - (vii.) The submitted proposals will become the property of the KZNL Legislature and shall not be returned, and
  - (viii.) The KZNL Legislature reserves the right to negotiate the price.
- b.) Proposed remuneration for professional fees: a remuneration table giving a cost breakdown per deliverable item and total for each part as indicated as per deliverables table;
- c.) VAT must be specified as a separate total for each of the deliverable as per the deliverables table.

## 19 PRICING OF PROPOSALS

- 19.1 Price/ Financial proposals must be submitted in South African Rand.
- 19.2 The capitation fee model must be submitted in terms of the Terms of Reference.
- 19.3 The bid proposal must clearly indicate the estimated total price for the first year of service.
- 19.3.1 Bidders must take note that only firm/fixed prices will be accepted for the first twelve (12) months of the contract. Thereafter, price adjustment at the start of year two (3) and year (3) will be applied as per the tendered escalation rate which may be renegotiated based the CPI % as issued by STATS SA.
- 19.4 The Legislature reserves the right to contact those who have submitted proposals in order to:
  - (i) Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the quotation;
  - (ii) Obtain confirmation of prices in cases where it is obvious that a written, typed or transcription error, or an error in the unit price has been made.

## ANNEXURE B

# GENERAL CONDITIONS OF CONTRACT1

THE NATIONAL TREASURY

Republic of South Africa



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**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.

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

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*A copy of the complete document set containing the General Conditions of Contract is available on [www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/)*

**GENERAL CONDITIONS OF CONTRACT  
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