



**KWAZULU-NATAL
LEGISLATURE**
AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO
CONDUCT WELLNESS SCREENING AND RELATED SUPPORT
SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES FOR
THE PERIOD OF 36 MONTHS**

Date 10 March 2025

BID NUMBER: KZNL 2/2025

Company Registration No. _____

Type of Bidder (Tick One Box)	
One-person Business/Sole Trader	
Close Corporation	
(Pty) Ltd	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

RETURN OF PROPOSAL

**Proposals must be deposited in the Bid Box situated on
the Ground Floor, KZN Legislature, 244 Langalibalele
Street
PIETERMARITZBURG 3201**

KWA-ZULU-NATAL LEGISLATURE TABLE OF CONTENTS.

SECTION	CONTENTS	PAGE
Part A	Invitation to Bid (SBD 1)	3
Part B	Terms and Conditions for Bidding (SBD 1)	4
Section: A	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	5 – 6
Section B	Registration on Central Suppliers Database	7
Section C	Declaration of Information on Central Suppliers Database	8
Section D	Official Briefing Session Form	9
Section E	Pricing Schedule (SBD 3)	10
Section: F	Declaration of Interest (SBD 4)	11 – 12
Section: G	Preference Points Claim Form in Terms of the Preferential Procurement Regulations (SBD 6.1)	13 – 16
Section: H	Authority to Sign a Bid	17
Section: I	Special Conditions of Contract	18 – 23
Annexure: A	Specification / Terms of Reference	24 – 35
Annexure B	General Conditions of Contract	36 – 47

PART A INVITATION TO BID

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

BID NUMBER:	KZNL 02/2025	CLOSING DATE:	08 April 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES FOR THE PERIOD OF 36 MONTHS				

Bid response documents must be deposited in the Bid Box situated on the Ground Floor, KwaZulu-Natal Legislature, 244 Langalibalele Street Pietermaritzburg 3201

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. N Ngcamu	CONTACT PERSON	Mr. N. Ngubane
TELEPHONE NUMBER	033 355 7548	TELEPHONE NUMBER	060 503 2758
FAX NUMBER	N/A	FAX NUMBER	N/A
E-MAIL ADDRESS	ngcamun@kznleg.gov.za	E-MAIL ADDRESS	ngubanen@kznleg.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TEL. NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FAX NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

SECTION A

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

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 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 initialed.
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 tax clearance certificate with pin. (Where required, individual company profiles must be included).
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. The Legislature reserves the right to appoint more than one service provider.
23. 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)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
26. 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.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction
 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 . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.
 29. If a company is a going concern, the bidder must provide sufficient information and proof of staff complement and infrastructure transfer from the old entity to the new.
 30. Bidder must initial each and every page of the bid document.
 31. **Compulsory briefing**

BID NUMBER:	KZNL 02/2025	COMPULSORY BRIEFING SESSION	17 March 2025 at 13:00	CLOSING DATE:	08 April 2025	CLOSING TIME:	11:00
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CONTRACT PERIOD: **36 Months**

VALIDITY PERIOD: **120 DAYS**

Tender Briefing session will be held on 17 March 2025 at 13h00 via Microsoft teams . Interested bidders are requested to forward their email addresses and name of the company to tenders@kznleg.gov.za before or on the 14 March 2025 at 16h30.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER
DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

..... CSD Registration Number **MAAA**.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: KwaZulu-Natal Legislature

Bid Number: **KZNL 2 - 2025**

Goods/Service/Work: **APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU-NATAL LEGISLATURE EMPLOYEES FOR THE PERIOD OF 36 MONTHS**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site / attended the briefing session on **17 March 2025** (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature

Initials _____

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

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

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

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
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OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	Price
1	Year 1	
2	Year 2	
3	Year 3	
SUB-TOTAL		
VAT AT 15%		
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		

- Required by:	KwaZulu-Natal Legislature
- At:	KwaZulu-Natal

Initials _____

SECTION F BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bid der

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

SECTION G

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$
<p>Where</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p>		

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents
An entity that is located in Pietermaritzburg and / or Durban	20		Valid BBBEE Certificate, ID Copy of Directors along with CIPC report of the entity, detailed CSD report, Proof of address.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- 6) The information furnished is true and correct;
 - 6) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - 6) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - 6) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .

DATE: .

ADDRESS: .
.
.
.

SECTION H AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATI ON	(II) COMPANIES	(III) SOLE PROPRIETO R	(IV) PARTNERS HIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM
					Incorporated
					Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION I

SPECIAL CONDITIONS OF THE CONTRACT

PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS

1. ACCEPTANCE OF BID

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

2. RESERVATION OF RIGHTS

The KZN Legislature reserves the right to

- a. invite bidders to make presentations regarding any aspect(s) of the bid before final selection;
- b. appoint more than one service provider;
- c. call for the best and final offers from shortlisted bidders before final selection;
- d. verify information and documentation of any bidder;
- e. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f. enter into price negotiations with the preferred bidder;
- g. 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;
- h. cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such.

3. BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except for contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4. VAT

- 4.1. Bid prices must be inclusive of VAT.
- 4.2. A bidder must submit a tax invoice in respect of payments in terms of the contract. The tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - 4.2.1. The name, address and registration number of the supplier;
 - 4.2.2. the name and address of the recipient;
 - 4.2.3. an individual serialized number and the date upon which the tax invoice is issued;
 - 4.2.4. a description of the goods or services supplied;
 - 4.2.5. the quantity or volume of the goods or services supplied;
either –
 - 4.2.5.1. the value of the supply, the amount of tax charged and the consideration for the supply;
or
 - 4.2.5.2. 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.

5. CHANGE OF ADDRESS

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

6. COMMUNICATION

All correspondence about this bid must be addressed to:

THE HEAD OF SUPPLY CHAIN MANAGEMENT
KZN LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG, 3200

7. COMPLETION OF SPECIFICATION

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

8. COMPLETENESS OF BID

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

9. OTHER CONDITIONS OF BID

- 9.1. The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2. No bid received by telegram, telex, facsimile or email will be considered.
- 9.3. The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4. Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
 - (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
 - (c) Name, address and telephone number of their bankers together with their bank account number.
 - (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5. In cases where a bidder enters business for the very first time, the following particulars shall be provided:
 - (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?
- 9.6. The successful Bidder must—
 - a. comply with all specifications and standards outlined in the specifications;
 - b. comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
 - c. use and adopt reasonable professional techniques and standards in providing the services;
 - d. monitor project implementation against set targets, costs and time frames;
 - e. provide the services with all due care, skill and diligence;
 - f. ensure continuity of services to the KZN Legislature;
 - g. ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;
 - h. where appropriate, appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the KZN Legislature and the successful bidder;
 - i. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
 - j. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
 - k. upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and

- I. immediately upon receipt of a notice from the KZN Legislature, promptly re-execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non-conformity.

10. PAYMENT CONDITIONS

- 10.1. The Service Provider must submit an invoice for any payment to be made. Subject to paragraph (b), the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- 10.2. Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- 10.3. Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider;
- 10.4. No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- 10.5. The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- 10.6. In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.
- c. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- d. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a. the Service Provider has the capacity and resources to render the services as specified;
- b. on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;
- c. the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is breach of the contract;

- d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
- e. it is the owner of, or has a good title to all good or services delivered in terms of this contract; and
- f. it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

- 13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider if the KZN Legislature has reason to believe that the Bidder or service provider:-
- a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the KZN Legislature;
 - b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
 - c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
 - d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
 - e. breaches any applicable South African National Standards (SANS), legislation or policy; or
 - f. failed to fulfil its contractual obligations in terms of the contract.

- 13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:

If the service provider –

- a. Commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

- 14.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 14.2. Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act in accordance with the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service Provider.

15. JOINT VENTURES

- 15.1. 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.
- 15.2. Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16 EXECUTION CAPACITY

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 therefore 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.

17 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

- (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.

18 TAX OBLIGATIONS

- 18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 18.1. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.
- 18.2. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.
- 18.3. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in accordance with the KZN Legislature SCM Policy.

19 REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20 EQUAL BIDS

- 20.1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 20.2. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21 LATE BIDS

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

22 NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Legislature.
- 22.2. Bid results will be advertised on the same media platforms used for the advertisement of the tender invitation.

23 AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature, may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24 VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the KZN Legislature may request 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 made before the expiry of the original validity (binding) period.

25 SECURITY VETTING:

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

26 BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27 CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28 AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29 EXTENSION OF CONTRACT

29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.

29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however such period may not exceed the initial contract period.

30 IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders 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. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B- SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period: Thirty six months

2. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

ANNEXURE A

**BID SPECIFICATION
OR
TERMS OF REFERENCE
AND
PRICING PAGE / SCHEDULE**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WELLNESS SCREENING AND RELATED SUPPORT SERVICES FOR KWAZULU- NATAL LEGISLATURE EMPLOYEES FOR THE PERIOD OF 36 MONTHS

1. INTRODUCTION

The KwaZulu-Natal Legislature intends to procure the services of a reputable Service Provider to provide an Employee Health and Wellness Programme to address issues of employee health and wellness in the workplace (in particular the psychosocial aspect of well-being) 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 Health and Wellness Programme (EHWP) for a period of 36 months.

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 cognizance 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 Public Service. The integrated approach to employee health and wellness recognizes the importance of individual health, wellness and safety and its linkages to organizational wellness and productivity in Public Service. The Legislature is also intending to adopt the same approach for Employee Health and Wellness Programme.

Health screening is a relatively new addition to healthcare in Legislature but is gaining momentum as people realize 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 hours awake 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. 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 well-being 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 program. The outsourced service is envisaged to provide a confidential referral service with certified employee assistance practitioners who are registered and experienced specialists on a range of issues,

including but not limited to counseling on social, and financial matters, as well as health management issues.

3.5 The EHWP service is intended to:

- 3.5.1 Adopt a holistic approach to employee health risk management, by seeking synergies with wellness and disease management programs as well as rehabilitation and empowerment programs in conjunction with the Legislature's Employee Wellness program.
- 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 EHWP service that will respond with immediacy to the psycho-social 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 EHWP 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 and the successful Service Provider. Employees have 24-hour (round-the-clock) access to counselling and referral service.
- 3.6.8 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 Health and 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 EHWP services is required for provision to all the employees of the KZN Legislature as well as the Members. The institution currently has employees with approximately a 10% increase by 2025. 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 thirty six with an annual renewal of the contract based on performance. The Service Provider is expected to design, implement and manage the Employee Health and Wellness Programme with the following deliverables:

6.2.1 Suitable Counselling and Trauma debriefing system

Develop a suitable counseling 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 counseling/ adjusting to a divorce or separation.

(c.) Family and Parenting concern

- 1) Children with behavioral problems; and
- 2) Elderly care.

(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.) Conselling of employees who have agreed to disclose HIV+ Status to the Service Provider.
- (o.) Rapid Prostate-specific antigen (PSA) test for male employees over the age of 50 followed up by laboratory test if levels are raised.
- (p.) Pap Smears (one consultation per client. Post management of those clients requiring immediate intervention including further tests)

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 counseling will be given if the employee agrees to the 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.) Management report and feedback session.
- (j.) Wellness files and data capture of attending employees for continuous monitoring.
 - Existing files will be used for employees currently enrolled in the programme.
 - 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 The service provider will also be expected to conduct wellness days on a quarterly basis.
- 7.2 All dates to be scheduled in agreement between the Employee Health and Wellness (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.
- 7.3 All services carried out by the service provider should be analyzed to find emerging trends per disease profile as well as the frequency.
- 7.4 A scientific method of analysis should be implemented to allow for accurate reporting and should reflect trends based on previous analysis of data.
- 7.5 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.

- 7.6 All information obtained from the screening sessions remains the property of the Legislature.
- 7.7 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.
- 7.8 A comprehensive report should be forwarded to the EHW component by no later than 14 days after the last screening session.
- 7.9 The report should focus on trends and holistic trend within the Legislature. All reports should be printed/fowarded in colour.
- 7.10 The results of each screening session should be interpreted with the EHW component to ensure clarity in a PowerPoint format each quarter.

Serviced Required are not limited to below;	
Services to be offered per employee and member per month	<p>Professional strategy and policy consultancy</p> <ul style="list-style-type: none"> • 24/7/365 professional Care Centre support line for employees and eligible family members • Unlimited telephonic emotional/psychosocial counselling • Unlimited telephonic legal and financial advice and assistance • Unlimited telephonic health and wellness (including HIV/Aids) information and advice • Face-to-face counselling services up to four (4) sessions per person per incident • Orientation on the programme, training and consultation to managers and supervisors on health and wellness, and employee performance related concerns • Clinical quality monitoring and management (quality management) • Online Service: Wellness Website and Portal • Cross-referral between wellness partners to support the management of total wellness • Dedicated Client Relationship Consultant and supporting regional team • Monitoring, reporting, consultation and evaluation services • Implementation plan including required branded promo and marketing material - wallet cards, posters and brochures • General Medical Assessment by the GP and compilation of the report and findings

8. ACCESS TO THE SERVICES

8.1 The EHWP service will be open to all employees and Members accessible through:

- (a.) Self-referral where the employee/Member seeks help on their own;
- (b.) Informal referral where a supervisor, friend or co-worker recommends EHWP;
- (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 EHWP 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 sufficient time should be allocated to each employee.
- 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 On wellness days, nurses must be on site to ensure that sufficient time is allocated per individual employee and each visit must be completed within the date set out by the Legislature's EHW Component.
- 9.6 There must be a nurse present during the scheduled Legislature face-to-face/hybrid sittings during the contract period.
- 9.7 Approximately 211 employees and 69 Members are being screened at present although this number may increase.

10. SKILLS, EXPERTISE AND EXPERIENCE REQUIRED

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 36 months

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/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.
 - (b.) The survey completed by the employees after each services rendered, it must be send to EHW within 14 days.
- 11.6.4. Reports must be made available in hard copy/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 amount charged will be based on actual numbers depending on how many employees have utilized the services of the service provider. With regard 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.

12.6 Basis of remuneration

12.6.3 The appointment of the service provider will be on a firm price subject to annual escalation according to the consumer price index (CPI) 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 **211 employees and 69 Members**, (although this number may decrease or increase)

12.6.4 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.

12.6.5 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.

15. EVALUATION PROCESS

KZNL will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for Mandatory, 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 the closing date and time of bid. All SBD Forms completed fully and signed.

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. 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) Signed briefing session certificate
- 4) Past and current clients list of customers for whom projects of this nature and magnitude have been conducted.
- 5) Technical and price proposals to be submitted separately
- 6) High level implementation plan
- 7) Company history
- 8) At least four (4) references of lists for who projects of this nature and magnitude have been conducted.
- 9) All fully complete and signed SBD forms
- 10) All relevant registrations as required by the TOR.

Minimum Mandatory Compliance

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

Minimum requirement		Yes/No	Comment/proof to be provided
Organizational Capacity			
1	The company must demonstrate a minimum of five (5) years of experience in Corporate Health and/or Wellness Screenings and consultations		Company Profile with the list of clients

Minimum requirement		Yes/No	Comment/proof to be provided
Organizational Capacity			
2	The company must have a minimum of four (4) reference letters for Corporate/Employee Health and/or Wellness Screenings and consultations		Reference letters must be attached
3	The company must be registered with recognized health professional bodies, and applicable Legislations and possess relevant certification for carrying out health-related duties		<ul style="list-style-type: none"> • COIDA and UIF certificate/letter • Public Liability Cover, Rand value of R5 million
Project Manager (Key Person); Capability qualifications, expertise, and experience			
5	A minimum of four (4) years of management experience in a Health environment.		CV/Profile with references. Complete the attached spreadsheet
6	Tertiary qualification related to the Health Sector		A copy of the qualification must be attached
7	A minimum of four (4) years Project Management experience in wellness projects or any related health projects		CV/Profile with references Complete the attached spreadsheet
8	Registration with HPCSA (Health Professions Council of South Africa)		A valid copy of the certificate must be attached
9	Experience in report writing and presentation		2 Sample reports and PowerPoint presentation must be attached
Professional Nurse: capability qualifications, expertise & experience			
10	A minimum of seven (7) years' experience in a health-related organization/s		CV/Profile with references Complete the attached spreadsheet
11	Tertiary qualification related to the Health Sector		A copy of the qualification must be attached
12	Registration with the South African Nursing Council (SANC)		A valid copy of the certificate must be attached

Stage 2: Site Visit/Inspection

The bidder who passed mandatory requirements will move to the next stage of the evaluation which is the presentation and site visit.

No.	Evaluation criteria		Weight score
1.	Methodology <ul style="list-style-type: none">Methodology was well prepared and covers all the aspects of the scope of works as outlined under paragraph 6.2, which includes, but not limited to: (= 30)<ul style="list-style-type: none">Employee wellness training and wellness days/teamwork,Employee wellness helpline dealing trauma debriefing system, financial assistance, marital, divorce and relationships, drug and alcohol etcMethodology was well prepared but partially covers all the aspects of the scope of works as outlined under paragraph 6.2 above. = 10Methodology did not cover all the expected deliverables as per the TOR = 0		30
2.	Bidders' premises or office <ul style="list-style-type: none">The bidder must demonstrate that they have office/offices with tools of trade such as internet connection, dedicated telephone line, office/offices or meeting area = 30 pointsNo premises/ office = 0 points		30
3	Registration with professional bodies <ul style="list-style-type: none">Registration with the South African Nursing Council (SANC) = 10Registration with HPCSA (Health Professions Council of South Africa) = 10		20
4.	Reports and Document Security <ul style="list-style-type: none">Minimum of 3 sample reports attached = 20 No or less than 3 samples attached = 0	Previous report to be compiled as per specs (Sample report to be produced)	20
	Minimum Threshold		70 points
	Total score		100

Stage 3: Price and Specific goals

Thereafter the qualifying bids will be evaluated in terms of the relevant preferential point system in respect of the allocation of price and preference points. The bidder must ensure that a valid BBBEE verification certificate is attached.

16. BID SUBMISSION REQUIREMENTS

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

Technical proposal

a.) 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.
- b.) 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.

Price proposal

- a.) 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;
- b.) VAT must be specified as a separate total for each of the deliverable as per the deliverables table.

17. PRICING OF PROPOSALS

- a) Price/ Financial proposals must be submitted in South African Rand.
- b) The capitation fee model must be submitted in terms of the Terms of Reference.
- c) The bid proposal must clearly indicate the estimated total price for the first year of service.
- d) 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 (2) and year (3) will be applied as per the tendered escalation rate which may be renegotiated based the CPI % as issued by STATS SA.
- e) The services will be rendered on ad hoc basis.
- f) Payment of services will be for the work commissioned
- g) The Pricing schedule will only be used for the evaluation purposes and does not mean the appointed service provider is guaranteed to be paid the amount.
- h)
- i) 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.

PRICING SCHEDULE (DETAILED PRICING SCHEDULE)

NB: Below description is not meant to limit the bidder on proposed offer but as indicative and for uniformity of pricing structure for evaluation and adjudication. The bidder will only bill on actuals for the duration of the contract.

Option 1 for

**Option 2 Flat rate on
monthly basis**

adhoc

Description NB (Below descriptions, read together with the scope of work and deliverables. Bidders are still obliged to disclose any related costs which are not listed below for the fulfillment of the scope of work)	Quantity	Costing Structure	Unit cost per task	Total costing (Excluding VAT) – Year 1 (Quantity x Costing Structure)	Amount (Excluding VAT) – Year 2	Amount (Excluding VAT) – Year 3
Face to Face Counselling (up to 4 sessions, per employee, per event)	280 employees	4 sessions per annum				
Conduct EWP training /orientation/induction sessions for employees	280 employees	25 sessions in a year				
Comprehensive Employee Wellness Day	280 employees	2 sessions per year				
Special events/days i.e World Aids day, Women's days etc NB; Cost must include l,e guest speakers, travel and accommodations	280 employees	4 sessions per year				
Legal Support	280 employees	4 sessions per year				
Financial Support	280 employees	4 sessions per year				

Bid No: KZNL 02/2025

Group Sessions – debriefing of traumatic events	280 employees	5 sessions per year				
Blended Online & Onsite Wellness Information sessions	280 employees	12 sessions per year				
Marketing and Communication (awareness campaign material e.g. posters, brochures and articles on employee wellness topics) <i>NB: Costing should advertising for a year based on bidders proposed model of advertising</i>	1	As per the bidders advertising model				
Support Incapacity & disability case management	280 employees	4 sessions per year				
General Assessment by the Medical Practitioner (Doctor) and report on findings and diagnosis	1	1				
	<i>Escalation percentage per annum (%)</i>					
	Sub-total Excluding VAT					
	VAT					
	Total Inclusive of VAT					
	Total Amount for a period of three years					

Important notes

Initials _____

ANNEXURE B GENERAL CONDITIONS OF CONTRACT³

THE NATIONAL TREASURY
Republic of South Africa



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.

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 practice

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as

well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision

thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if

any, specified in SCC:

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

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

14 Spare parts

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

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

15 Warranty

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

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

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

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

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

16 Payment

Initials _____

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22 Penalties

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

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons

prohibited from doing business with the public sector.

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

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

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

26 Termination for insolvency

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

27 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.