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TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2024/10: PROVISION OF THE COMPREHENSIVE EMPLOYEE HEALTH AND WELLNESS SERVICES TO THE OFFICE OF THE CHIEF JUSTICE FOR A PERIOD OF THIRTY- SIX (36) MONTHS

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ABBREVIATIONS

ABBREVIATIONS	DESCRIPTION
CV	Curriculum Vitae
CISD	Critical Incident Stress Debriefing
EHWP	Employee Health and Wellness Programme
OCJ	Office of the Chief Justice
HCT	HIV Counselling and Testing
HRP	Human Resource Practice
HRA	Health Risk Assessment
HPCSA	Health Profession Council South Africa
ICT	Information and Communication Technology
PFMA	Public Finance Management Act of 1999
PSR 2016	Public Service Regulations, 2016
RFP	Request for proposals
SACSSP	South African Council for Social Service Professions
TOR	Terms of Reference
VAT	Value Added Tax



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DEFINITIONS

TERM	DEFINITIONS
Psycho-Social	The Interrelation of Social Factors and Individual thought and Behaviour
Immediate Family Member	Spouse, Children and Family Members residing in the same household as the Employee `means the employee’s parent, adoptive parent, step-parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling. For the purposes of this provision “child” means the employee’s son or daughter, and where applicable son- or daughter-in-law, of any age
Lifestyle Management	Refers to service detailed, practical information, education, resources and referrals to help individuals manage their work-life responsibilities. The three major categories covered by Life Management services include: Legal wellbeing (legal information on Labour Law issues is excluded), Financial wellness and family care.

1 INTRODUCTION

- 1.1 The Office of the Chief Justice (OCJ) was established to render support to the Chief Justice in exercising administrative and judicial powers and duties as the Head of the Judiciary and the Head of the Constitutional Court.
- 1.2 The OCJ intends procuring the services of a reputable Service Provider to provide Employee Health and Wellness services to address issues of employee well-being in the workplace (in particular psychosocial services) with the focus to promote employee wellness and improve productivity.
- 1.3 This entails comprehensive Employee Health and Wellness service for OCJ employees and their family members, as defined in the Public Service Regulations, 2016. For this purpose, a "family member", in relation to any person, means his or her parent, sister, brother, child or spouse—



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- a) including a person living with that person as if they were married to each other, namely a life partner;
 - b) whether such relationship results from birth, marriage or adoption;
 - c) including any other relative who resides permanently with that person; and
 - d) including any other relative who is of necessity dependent on such person; family member is defined as a spouse, children and family members residing in the same household as the employee.
- 1.4 The OCJ believes that sustained peak performance requires a truly engaged and healthy employee. The OCJ Employee Health and Wellness Programme deals with a broad range of occupational health, physical, spiritual, psychological and socio-economic problems that affect the employee’s well-being, behaviour and performance capability.
- 1.5 The OCJ aims to solicit proposals from potential bidder(s) for the provision of Employee Health and Wellness related services. This document details and incorporates, as far as possible, the tasks and responsibilities of the potential successful bidder required by the OCJ.
- 1.6 This Request for Proposal (RFP) does not constitute an offer to do business with the OCJ, but merely serves as an invitation to potential bidder(s) to facilitate a requirements-based decision process.
- 1.7 The OCJ invites suitably qualified and experienced Service Providers to submit proposals for the implementation and management of an outsourced Employee Health and Wellness Program (EHWP).

2 BACKGROUND

- 2.1 The OCJ is a government department that draws its mandate from the Constitution and the Public Service Act, 1994.
- 2.2 The Employee Health and Wellness Strategic Framework for the Public Service (2023) recognizes the need for workplaces to develop a 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.



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- 2.3 The OCJ Wellness Management Policy outlines the following objectives to be met when implementing a wellness management programme:
- 2.3.1 Meet wellness needs of OCJ employees through preventative and curative measures.
 - 2.3.2 Promote the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals.
 - 2.3.3 Create an organizational climate and culture that is conducive to wellness and comprehensive identification of psycho-social health risks.
 - 2.3.4 Promote work-life balance through flexible policies in the workplace to accommodate work, personal and family needs
 - 2.3.5 Employee wellness is considered from both the personal and workplace dimensions which influence the overall performance of employees. Individual wellness is viewed as the promotion of the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals. The employee wellness is attained by creating an organizational climate and culture that is conducive to wellness and the comprehensive identification of psycho-social health risks.
- 2.4 To give effect to the provisions of the OCJ Wellness Management Policy, the Department seeks to put in place an Employee Wellness Programme that seeks to address the psychosocial aspect of the wellbeing of its employees and family member with the goal of improving productivity in the workplace.
- 2.5 OCJ is outsourcing the EHWP functions due to the fact that the current contract with the appointed service provider is coming to an end on 09 November 2024. In view of the ending of the current contract, the OCJ seek a reputable registered Service Provider to implement EHWP. The outsourced service is envisaged to provide a confidential referral service with certified practitioners who are registered and experienced specialists on a range of issues, such as but no limited to Counselling on psychosocial issues.
- 2.6 The EHWP Services are intended to:
- 2.6.1 Adopt a holistic approach to employee health risk management, by seeking synergies with wellness and disease management programmes as well as rehabilitation and



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empowerment programmes in conjunction with OCJ Employee Health and Wellness initiatives.

- 2.6.2 Reduce employee absenteeism due to psychosocial challenges.
- 2.6.3 Assist individual employees and their family members in overcoming personal and work-related problems that are likely to affect their performance.
- 2.6.4 Assist the OCJ to create a caring, healthy and safe working environment in which individual employees feel valued.
- 2.6.5 Improve organizational performance by ensuring that employees have the necessary support system in place which will enable them to reach their maximum potential and perform optimally.
- 2.6.6 Provide a professional EHWP which will respond with immediacy to the Psycho-social and Lifestyle Management needs of employees.
- 2.6.7 Support the department to manage health risk issues and involve the various stakeholders in the health risk management processes and structures.
- 2.7 The Envisaged Outsourced EHWP Model entails:
 - 2.7.1 Appointment of a registered Service Provider by the OCJ through a competitive bidding process that is concluded with a Service Level Agreement entered into between the OCJ and the successful Service Provider. Employees and their family members receiving 24 hour seven days a week service, access to telephonic, virtual, face to face counselling and referral service.
 - 2.7.2 The preferred costing model will be based on a combination of costing services. “A per capita payment model and a fee for service model for other services defined in the Service Level Agreement”.



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3 PRINCIPLES:

The Employee Health and Wellness Programme is underpinned by the following principles:

- 3.1 Employees utilizing the wellness programme are assured of confidentiality, except in cases of risk to self and others or in terms of legislation.
- 3.2 Only registered professionals will be allowed to provide therapeutic interventions;
- 3.3 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;
- 3.4 The programme focuses on all levels of employment and should also respond to the needs of designated employees such as people living with disabilities;
- 3.5 Coherence of models: the service delivery models should offer the same package of professional service to the OCJ employees and their family members; and
- 3.6 Voluntary Participation: Employees and their family members’ participation in the programme is voluntary and consensual.

4 NATURE OF SERVICES REQUIRED

4.1 Scope and Extent of Work

The prospective service provider is required to provide EHWP to all the employees of the OCJ and their family members. The OCJ currently has 2048 employees with a projected growth of up to 2293 by 2027.

Whilst the OCJ has its National office in the Gauteng Province, the employees are situated in all provinces, therefore the service is expected to be accessible by all employees irrespective of their geographical area where they may be due to official business.

4.2 *Table 1: Anticipated break down of employees per office and court*

NUMBER OF EMPLOYEES PER PROVINCE		NUMBER OF EMPLOYEES PER COURT/OFFICE	
Eastern cape	219	EC Local Division (Bisho)	32
		EC provincial service centre (East London)	15
		EC Division (Grahamstown)	51
		Labour and Labour Appeals court Port Elizabeth	12
		EC Local Division (Mthatha) Umtata	61



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NUMBER OF EMPLOYEES PER PROVINCE		NUMBER OF EMPLOYEES PER COURT/OFFICE	
		EC Local Division (Port Elizabeth)	48
Free State	149	Free State Division (Bloemfontein)	73
		Free State provincial service centre (Bloemfontein)	15
		Supreme Court of Appeal	61
Gauteng	945	Constitutional Court	75
		GP Provincial Service Centre (Johannesburg)	27
		Gauteng Local Division (Johannesburg)	263
		Labour and Labour Appeals Court JHB	78
		Land Court	25
		Gauteng Division (Pretoria)	222
		National Office (Midrand)	255
Kwazulu-Natal	225	KwaZulu-Natal Local Division (Durban)	106
		KwaZulu-Natal Provincial Service Centre (Durban)	21
		Labour and Labour Appeals Court Durban	16
		KwaZulu-Natal Division (Pietermaritzburg)	82
Limpopo	110	Limpopo Provincial Service Centre (Polokwane)	17
		Limpopo Division Polokwane	58
		Limpopo Local Division Thohoyandou	35
Mpumalanga	87	Mpumalanga Middleburg HC	27
		Mpumalanga Nelspruit HC	46
		Mpumalanga Provincial Service centre	14
Northern Cape	63	Northern Cape Division (Kimberley)	47
		Northern Cape Provincial Service Centre (Kimberley)	16
North West	73	North West Division (Mmabatho)	57
		North West Provincial Service Centre (Mafikeng)	16
Western Cape	177	Western Cape Division (Cape Town)	146
		Labour and Labour Appeals Court Cape Town	14
		Western Cape Provincial Service Centre (Cape Town)	17
TOTAL	2048	TOTAL	2048

4.3 Table 2: Schedule of Services

Scope and extent of work

All services must be available on both Virtual, Telephonic and Face-To- Face platforms:

No.	Per Capita Services
1.	Telephonic Counselling – unlimited sessions for both employees and family members in all official languages (Service provider to ensure that their call centers has infrastructure and capacity)
2.	Dedicated Accounts Manager
3.	Interactive APP (24/7 access to a website from which employees can obtain information and



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No.	Per Capita Services
	unlimited articles videos on any topic related to Employee Health and Wellness)
4.	Provide monthly desk drops on information aligned with the National Health Calendar or any National Disaster (Marketing and Communication)
5.	Marketing services and material (Flyers, banners etc)
6.	Monitoring and evaluation by providing monthly, quarterly and annual reports on clients' usage and organizational health trends with recommendations on interventions to improve the health and wellbeing of the OCJ employees.

4.4 Table 3: Additional Services

No.	ADDITIONAL SERVICES (FEE FOR SERVICE)
	Counseling Services and Trauma Debriefing
1.	Telephonic, Virtual and Face-to-face (CISD).
2.	Group Counselling (CISD).
	Awareness Education Training
1.	Awareness sessions on related topics (Stress Management, Anxiety Management, Workplace bullying).
2.	Team interventions which would include assessment, identifying of challenges and actual intervention.
	Health, Wellness & Risk Management
1.	Behavioural risk assessments.
2.	Conduct quarterly Health Risk Assessments during wellness days.
3.	Conduct chronic disease assessment twice per annum.
4.	Management support services for employees with substance abuse challenges.
5.	Support process for employees with psychiatric conditions/mental illnesses.
6.	Conduct screening of TB prevalence and refer employees to health facilities.
	Managerial Consulting
1.	Managerial care and support
2.	Managerial training (conflict management, mediation, EI, Time management)
	Advice and information on Lifestyle Management Services
1.	Financial management
2.	Legal advisory services on employees' personal issues (Legal information on Labour Law issues is excluded)

4.5 Deliverables

The appointed Service Provider will be contracted for a period of thirty-six (36) months. The Service Provider is expected to design, implement and manage EHWP. The Services Providers are required to provide a detailed proposal demonstrating sound technical competency responding to the listed deliverables below.

a) Suitable Counselling and Trauma Debriefing System

- i) Face to Face – Provide short term intervention services with a maximum of six (6) sessions per problem;



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- ii) Virtual counselling - Provide short term intervention services with a maximum of six (6) sessions per problem;
- iii) Critical Incident Stress Debriefing (CISD) - (Must be provided to the affected employees within twenty-four (24) hours.
- iv) Group Counselling (Must be provided to affected employees within twenty-four (24) to 72 seventy-two (72) hours from the time of request); and
- v) Telephonic Counselling - provide a dedicated 24-hour call centre (toll-free) counselling line for employees with their dependents covering information, therapeutic assistance and support on an extensive range of psychological, social and wellbeing related issues in all official languages.

Provide an all-inclusive counselling referral system and trauma debriefing sessions to deal with areas such as:

b) Workplace related interactions.

- i) Supervisor-supervise relations
- ii) Dealing with Work Place Bullying
- iii) Mediation Services;
- iv) Learning to be more assertive or ways to improve self-esteem; and
- v) Positive communication skills.

c) Mental Health

- i) Anxiety, depression and feelings of being overwhelmed;
- ii) Managing stress;
- iii) Grief and dealing with a loss of a loved one; and
- iv) Poor work performance.

d) Marital, Divorce and Relationships

- i) Domestic violence;
- ii) Personal conflicts at home or on the job;
- iii) Learning to be more assertive or ways to improve self- esteem;
- iv) Positive communication skills; and
- v) Marital counselling and adjusting to a divorce or separation.

e) Family Support Services

Should focus on the provision of information and guidance on a broad range of family related issues such as: parental guidance, disability care, educational and community resources, special needs placement, dependent care, child support, residential



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facilities, vocational guidance, preschool programmes and care giving guidance.

f) Addictions and Substance Dependencies

- i) Drugs, alcohol abuse and recognising a substance abuse problem;
- ii) Support when living with a person who abuses alcohol and drugs;
- iii) Facilitate referrals for rehabilitation services for employees to rehabilitation centres; and;
- iv) Gambling problem, Pornography, sex etc.

g) Financial Matters

- i) Financial Coaching and planning;
- ii) Wills and Estate Planning;
- iii) Debt Management; and
- iv) Savings and Investments

h) Dealing with Communicable Diseases and illnesses

- i) Continual updated information sessions;
- ii) Continual support on coping; and
- iii) Advisory Services.

i) Health Risk Assessment

- i) Health risk assessments which will form part of wellness days.
- ii) Prepare the plan of work to undertake the health risk assessment which entails activities, timelines, approaches, deliverables and identify the specific needs and requirements of all stakeholders through data gathering and validation techniques, a cost-benefit analysis and other important considerations.

j) Training and Awareness

- i) These services would consist of briefing, awareness, education and training sessions and lifestyle management;
- ii) Awareness sessions refer to conducting of awareness on a variety of relevant topics;

k) Access to the Service

The EHWP service will be available and accessible to all employees and their family members through:



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- i) Self-referral where the employee seeks help on their own;
- ii) Assisted referral where a supervisor, friend or co-worker recommends EHWP;
- iii) Formal referral based on job performance and recommendation of supervisor;
- iv) Employees will be entitled to a maximum of six (6) session per issue, per year.

The Service Provider is required to as far as possible, utilise practitioners who are available in all provinces in close proximity of the relevant OCJ official.

4.6 Service Level Reporting

4.6.1 The Project Manager for the Service Provider will be expected to work very closely with the EHW Manager formally through monthly meetings in preparation for reporting to management meetings through standard reporting template. Reporting must include but not limited to the site, per type of service, per gender, per age, per race and type of problem as well as summarized report.

4.6.2 Provide monthly, quarterly and annual reports per province, division and branch office on the 3rd day following the reporting period. The confidentiality of employee information must be taken into consideration. Reports must reflect utilisation, identified trends and recommendations.

4.6.3 The Service Provider shall implement the necessary measures, monitoring tools and procedures required in measuring and reporting the Service Provider's 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 shall be subject to audit by the OCJ and/or its appointed contract manager or auditors. The Service Provider shall provide the OCJ with the information and access to such tools and procedures upon request, for purposes of verification. Further, the Service Provider shall, on request of the OCJ, provide a duplicate of any database used to capture and report on service levels so that appropriate provisions relating to the provision of service reports and the time periods relating thereto will be incorporated into any agreement concluded project.



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4.6.4 Reports must be made available by electronic version.

- 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.

4.6.5 The ICT Infrastructure

The Service Provider is required to establish and maintain a database for purposes of monitoring and tracking case flow and work progress.

4.6.6 Document Management

For this purpose, 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.

4.6.6.1 Document Management Enablers

Noting that the Public Service's electronic infrastructures are diverse in nature. It is therefore expected that the Service Provider should accept and where necessary has the following document management enablers intact to facilitate the process:

- i) Courier services;
- ii) E-mail facilities; and
- iii) Web-based facilities.

4.6.6.2 Electronic Document Management

Electronic document management involves the hardware and software supporting the document management process. It is required from the Service Provider to maintain an electronic document management system, since it will be necessary to maintain the database as required, as well as for extracting reports for reporting purposes.



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i) Back-Up and Archiving

Reporting and analysis will be dependent on data integrity and quality. It is therefore required that the Service Provider put adequate systems in place to preserve data and prevent data loss.

ii) Data

- a) Employee and organizational data that will be under the control of the Service Provider shall remain the property of the OCJ and the individual, respectively. The Service Provider shall not obtain any rights in such data.
- b) The data in possession of the Service Provider or to which the Service Provider may have access during its contract with the Public Service, may only strictly be used in the performance of the services required from the Service Provider.
- c) It is required that the Service Provider shall take reasonable precaution to preserve the integrity of the data and to prevent corruption or loss of such data.
- d) If the said data is corrupted, lost, or sufficiently degraded to be unusable, due to any act or omission by the Service Provider, it must without delay take all steps to restore or procure the restoration of the relevant data. If the corruption, loss or degradation of the data is due to the default of the Service Provider, it will be liable for all costs and damages associated with such corruption, loss, degradation and restoration.

iii) Data Security

- a) Data related to the Employees and the organization may only be accessed by authorised employees or contracted persons of the OCJ, as well as the Service Provider.
- b) It is therefore required that the Service Provider takes all steps to ensure that the Employee and the Organizational data is not accessible to any party who is not authorised by either the OCJ or the Service Provider to access such data.

iv) Audit

- a) It is expected that the Service Provider shall apply normal auditing practices and



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that the applicable audit reports be submitted on a regular basis to the OCJ.

- b) It is required that the Service Provider maintain at all times full and accurate records and audit trails, of all services provided and shall retain such records for the duration of its contract with the OCJ. The latter records remain the property of the OCJ and should be returned within 30 days on termination of this contract.
- c) The OCJ reserves the right to appoint either its own auditors or agents to audit the Service Provider if it suspects fraudulent practices or the application of incorrect procedures, poor services or the like.

4.7 Practitioners

4.7.1 Registration and Performance Standards

It will be required from the selected Service Provider to utilize a network of registered Practitioners, to ensure that the OCJ and its Employees enjoy quality and consistent services, it is furthermore required that the Service Provider ensures that the Practitioners utilised -

- i) Are qualified and duly licensed / accredited in terms of the applicable legislation;
- ii) Maintain specified performance standards; and
- iii) Have minimum of (two) 2 years' work experience.

4.8 Help Desk or Call Centre

4.8.1 The Service Provider is required to set up and maintain call centre facilities to assist OCJ officials and family members processing and referral of cases.

- i) Assistance and advice with regard to counselling service and the referral of cases to registered practitioners; and
- ii) A mechanism through which they can make follow-ups with allocated practitioner.



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4.8.2 The Service Provider must ensure that the call centre is staffed with trained personnel.

4.9 Project Management

The OCJ requires that the Service Provider actively participates in project management during the 36 months' period of the agreement. The OCJ will establish the necessary project management mechanisms, inclusive of the reporting schedules and formats stipulated in the Service Level Agreement.

4.10 Staffing

4.10.1 The Service Provider shall provide the personnel necessary to supply the services and service levels specified in the proposal and contained in the TOR and shall ensure that it possesses or has access to knowledge and sufficient expertise and staff to enable it to provide the required services in accordance with the agreed service levels.

4.10.2 Service Providers are to submit with their proposal the Curriculum Vitas and proof of registration with the applicable professional bodies, including that of senior and junior personnel to be allocated to the project.

4.11 Implementation

It is expected that the Service Provider shall acquaint itself with the Department and operation of the geographical area and the staff complements within the particular geographical area.

4.12 Transfer of Skills

The Employee Health and Wellness Industry utilises skills not commonly available in the labour market and therefore we expect the successful service provider to impart skills to the Department.



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4.13 Reporting Arrangements, Time-Frames and Assignment Deliverables

- 4.13.1 The Service Provider must produce a comprehensive report to the OCJ on its trends, including interventions on a monthly, quarterly and annual basis.
- 4.13.2 The monthly written progress report must be provided to the OCJ on the 3rd day after the reporting month.
- 4.13.3 The quarterly written progress reports must be provided to the OCJ within fourteen (14) working days of the last day preceding the reporting quarter. For this purpose, the quarters that shall apply are January to March; April to June; July to September and October to December.
- 4.13.4 The annual report must be submitted to the OCJ within fourteen (14) days after the end of the cycle of the contract (At the end of each 12th month of the contract).
- 4.13.5 The Service Provider will report directly to the Project Manager in the OCJ for the purposes of this project. The Service Provider must appoint a coordinator for the project who will be responsible for liaising with the OCJ for the duration of the project.
- 4.13.6 The OCJ will liaise with the Service Provider through the monthly meetings and by telephone or email as the need arises.
- 4.13.7 The project will be conducted within a period of thirty-six (36) months starting from the date of signing of the contract with annual progress assessment report.
- 4.13.8 Over and above the high-level work-plan that should be included in the bid proposal, the Service Provider should provide a detailed project plan outlining, the detailed work-plan with clear time frames, the methodology to be followed and the specific tasks to be performed.
- 4.13.9 The Service Provider must set up a project meeting to discuss the detailed work plan. Should the need arise to discuss possible concerns or changes to the detailed work plan thereafter; these will be discussed during the monthly meetings or a special meeting if necessary.
- 4.13.10 The Service Provider shall be required to submit one (1) project close-off and handover report a month before the contract ends.

4.14 APPOINTMENT, COMMENCEMENT AND DURATION OF ASSIGNMENT

The Service Provider will be expected to commence after the signing of the contract. The project will be for a period of thirty-six (36) months.



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4.15 PAYMENT SCHEDULE

The OCJ shall within a period of 30 days of the receipt of the invoice and supporting documents make payments in terms of the contract.

5 LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

5.1.1 Bidder or bidders must be compliant when submitting a proposal to the OCJ and remain compliant for the entire contract term with all applicable tax legislation.

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

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

5.1.4 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

5.1.5 Where Joint Ventures and Consortia as well as Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.2 Procurement Legislation

5.2.1 The OCJ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), and Preferential Procurement Regulations of 2022.



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5.3 Technical Legislation and/or Standards

- 5.3.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services, such as:
- 5.3.2 The Minimum Information Security Standard (MISS)
- 5.3.3 International Standard for Information Security Management (ISO 12700)
- 5.3.4 The Protection of Personal Information Act (POPIA), 2013
- 5.3.5 The Standard of Good Practice for Information Security from Information Security Forum (ISF)

6 TIMELINE OF THE BID PROCESS

- 6.1 The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days.
- 6.2 All dates and times in this bid are South African standard Telkom time.
- 6.3 Any time or date in this bid is subject to change at the OCJ's discretion.
- 6.4 The indication of date and time in this bid does not create an obligation on the part of the OCJ to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.
- 6.5 The bidder accepts that, if the OCJ extends the closing date for bid submission for any reason, the requirements of this bid apply equally to the extended closing date.

7 CONTACT AND COMMUNICATION

- 7.1 A duly nominated official of the bidder can make enquiries in writing, to the delegated OCJ official through email to SCM: [**BidEnquiries@judiciary.org.za**](mailto:BidEnquiries@judiciary.org.za) Bidders must reduce all telephonic enquiries to writing and send it to the above email address.
- 7.2 The delegated official of the OCJ may communicate with bidders where clarity is sought on the bid proposal.
- 7.3 Any communication by the bidders with an official or a person acting in an advisory capacity for the OCJ in respect of the bid between the closing date and the award of the bid, is prohibited.
- 7.4 All communication between the bidders and the OCJ must be done in writing.



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- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, the OCJ makes no representations or warranties that the content of the bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete.
- 7.6 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the OCJ other than minor clerical matters, the bidders must promptly notify the OCJ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the OCJ an opportunity to consider what corrective action is necessary if any.
- 7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the OCJ will, if possible, be corrected and provided to all bidders without disclosing to the bidders who provided the written notice.
- 7.8 All persons including bidders obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

8 LATE BIDS

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

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions will result in the invalidation of such bids.

10 FRONTING

- 10.1 Government supports the spirit of broad based black economic empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution of the Republic



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of South Africa and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

- 10.2 The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder or contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the OCJ may have against the bidder / contractor concerned.

11 SUPPLIER DUE DILIGENCE

The OCJ reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information to determine possible risks such as the availability of adequate facilities, financial standing, capacity and capability to deliver, previous performance in terms of quality and service delivery, as well as attainment of goals.

12 NEGOTIATING A FAIR MARKET RELATED PRICE

The award of the tender may be subjected to price negotiation with the preferred bidders.

13 SUBMISSION OF PROPOSALS

- 13.1 Bid documents must be endorsed with the words 'Employee Health and Wellness Services Bid' and must be hand-delivered and deposited into the tender box situated at ground floor of the OCJ National Office, 188 14th Road, Noordwyk, Midrand, 1685 on or before closing date and time.



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- 13.2 Two (2) envelop systems will be used in this tender, two (2) files or envelopes are required for technical proposals and prices and preferential points.
- a) Financial proposal should be separated from the technical proposal. A pricing schedule shall be submitted on a separate sealed envelope from the technical proposal for ease of evaluation.
 - b) The separating of technical and financial offers, commonly referred to as the two-envelope system, is a way of ensuring that price and non-price criteria are evaluated independently. This means bidders who wish to bid for this tender are required to submit their proposals in two separate, sealed envelopes.
 - c) Only financial offers from tenderers whose technical offers receive a minimum of 60 points out of 100 points for functionality and site visit will be opened and evaluated further in Gate 3.
 - d) Any bidder who will fail to separate a financial proposal from the technical proposal will be disqualified for further evaluation processes. (SBD 3.3 shall be separated from the technical proposal)
- 13.3 Bid documents will only be considered if received by the OCJ on or before closing time and date.
- 13.4 Bidders are required to submit the following:
- 13.4.1. Bidders must submit two (2) sets of files. Each file must contain one (1) original and one (1) duplicate and;
 - 13.4.2. One Memory Stick/USB Drive with content of each file.
 - 13.4.3. Each file and Memory Stick/USB Drive must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the Memory Stick/USB Drive must be labelled and submitted in the following format in Table 4:



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Table 4: Format of Bid Submission

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & PREFERENTIAL POINTS)
Exhibit 1: Administration Criteria Documents <i>(Refer to Table 5 below)</i>	Exhibit 1: Pricing Schedule SBD 3.1 SBD 6.1 CSD Report Medical Certificates (If living with disability) CIPC registration documents
Exhibit 2: <ul style="list-style-type: none"> • Technical response • Supporting documents for technical response 	
Exhibit 3: <ul style="list-style-type: none"> • General Conditions of Contract (GCC) 	
Exhibit 4: <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

13.5 Bidders are requested to initial each page of the tender document including all supporting documentation and pricing schedules.

14 SITE VISIT

The OCJ will conduct site inspection for the shortlisted bidders.

15 EVALUATION AND SELECTION CRITERIA

The OCJ has set minimum standards known as gates, which are minimum standards that bidders need to meet in order to be evaluated and selected as a successful bidder.

The minimum standards consist of the following **Table 5:**



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15.1 [Table 5: Evaluation Stages](#)

Mandatory Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Site Inspection (Gate 2)	Price and Preferential Points (Gate 3)
Bidders must submit all documents as outlined in Table 6 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed for site inspection. See Table 8	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 3 (Price and Preferential Points). See Table 9	Bidder(s) will be evaluated out of 100 points and Gate 3 will only apply to bidder(s) who have met and exceeded the threshold of 60 points in Gate 2

15.2 [Table 6: \(Gate 0\) Administrative Criteria](#)

Failure to adhere to the following conditions will disqualify the bidder’s proposal:

MANDATORY DOCUMENTS	HOW TO COMPLETE THE DOCUMENTS
Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document
Pricing Schedule - SBD 3.3 (Attach Separately)	Complete and sign the supplied pro forma document. Submit full details of the pricing proposal in a separate sealed envelope. A fully completed pricing schedule on the prescribed template must be submitted. (i.e., SBD 3.3 – pricing schedule) (NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED) .
Bidder’s Disclosure Form – SBD 4	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	The Service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Technical Proposal (Attach Separately)	Submit a detailed proposal indicating the proposed project plan and methodology to respond to the OCJ’s requirements
Two - Envelop Systems	Submission of separate sealed technical functionality proposal and separate sealed financial proposal (Pricing).



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MANDATORY DOCUMENTS	HOW TO COMPLETE THE DOCUMENTS
Briefing Session	Attendance of a compulsory online Teams briefing session (meeting link will be circulated at a later stage)
Resolution Letter	Attach a resolution letter authorising a particular person to sign the bid documents. (Full completion and signing of resolution on company letter head).
Accreditation	The bidder must be registered with the The Employee Assistance Professionals Association of South Africa (EAPA) and provide proof of registration
Project Manager/Client Liaison Manager	The Project Manager/Client Liaison Manager must be registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP). Proof of registration must be attached.
Breakdown of Affiliates per province	<p>The service provider must provide a minimum of 5 affiliates per province for each professional category as indicated in the breakdown of services by completing the Affiliate spreadsheet attached as (Annexure A). Bidders MUST fully complete Annexure A and take note that failure to fully complete Annexure A will result in a disqualification</p> <p>Service providers who do not have the internal capacity for any of the affiliates listed in Annexure A, may outsource the services. The service provider must provide a list of outsources affiliates.</p> <p>Management and accreditation of the outsourced services remains the responsibility of the successful bidder.</p> <p>Bidders should take note that the service providers/personnel will undergo vetting process.</p>

NOTE: BIDDERS THAT DO NOT COMPLY WITH ALL THE ABOVE CRITERIA WILL BE DISQUALIFIED AND NOT BE CONSIDERED FOR FURTHER EVALUATION



Table 7: Reference letters information

Company name of main contractors	Name of Sub Contractor	% Work of Sub Contractor	Name of Department or Company	Date work done		Value of contract in Rands	Contact details	
				Start date	End date		Telephone	Email Address



15.3 Gate One (1): Functionality Requirements

- 15.3.1. The evaluation criteria for functionality aims to assess the bidders' capability, reliability and ability to execute the contract. The minimum points that bidders must obtain in order to progress to the next stage of evaluation is 60.
- 15.3.2. Bids that scored less than 60 points on functionality will be disqualified and will not progress to the next stage of evaluation.
- 15.3.3. Proposals will be evaluated and points will be allocated on the following basis for functionality:
- 15.3.4. The functionality criteria are listed below, and will be rated as follows:

Bidders will be rated on the ratings stated below:

0 – Very Poor; 1 – Poor; 2 – Fair; 3 – Good; 4 – Very Good; 5 – Excellent

Score = (Acquired Rating) X (Criteria Weight) / (Maximum Rating)

Table 8: Functionality Scoring

No.	CRITERIA	WEIGHT
1	<p>Track Record (Part A)</p> <p>Bidders are requested to provide at least three (3) contactable references letter(s) signed and dated by the clients on the client's letter head as proof where Employee Health and Wellness programmes were satisfactory completed and implemented in the last ten (10) years. The reference letters must indicate the performance of the services provided as satisfactory or not satisfactory. Letters must include the name of the organisation, number of employees in the organisation and contract duration.</p> <p>0 Contactable reference letters with satisfactory performance = 0 point 1 Contactable reference letters with satisfactory performance = 1 point 2 Contactable reference letters with satisfactory performance = 2 points 3 Contactable reference letters with satisfactory performance = 3 points 4 Contactable reference letters with satisfactory performance = 4 points 5 and more contactable reference letters with satisfactory performance = 5 points</p>	15
2	<p>Track Record (Part B)</p> <p>Bidders are requested to provide three (3) contactable references letter(s) signed and dated by the clients on the client's letter head as proof where Employee Health and Wellness programmes were successfully completed and implemented in the last ten (10) years. The reference letters must demonstrate that EHWP were provided to an organisation and specific number of employees under in the organisation.</p>	10

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No.	CRITERIA	WEIGHT
	<p>Letter outlined that bidder had provided EHWP to an organisation of Less than 499 employees = 0 Point</p> <p>Letter outlined that bidder had provided EHWP to an organisation of 500 to 899 employees = 1 Point</p> <p>Letter outlined that bidder had provided EHWP to an organisation of 900 to 999 employees = 2 Points</p> <p>Letter outlined that bidder had provided EHWP to an organisation of 1000 to 1199 employees = 3 Points</p> <p>Letter outlined that bidder had provided EHWP to an organisation of 1200 to 1499 employees = 4 Points</p> <p>Letter outlined that bidder had provided EHWP to an organisation of 1500 or more employees = 5 Points</p>	
3	<p>Ability to meet the Deliverables:</p> <p>The Services Providers are required to provide a detailed proposal demonstrating sound technical competency responding to the listed deliverables in Paragraph 4.5.</p> <p>Proposal does not outline the deliverables as specified = 0 Point</p> <p>Proposal outlined 1 – 40% of the deliverables = 1 Point</p> <p>Proposal outlined 41% - 79% of the deliverables = 2 Points</p> <p>Proposal outlined 80% of the deliverables = 3 Points</p> <p>Proposal outlined 81% - 99% of the deliverables = 4 Points</p> <p>Proposal outlined 100% of the deliverables – 5 Points</p>	35
4.	<p>Service Personnel (Part A)</p> <p>Project Manager/Client Liaison Manager must be a qualified psychologist/social worker, with a minimum of 5 years' experience in Employee Health and Wellness environment post qualification.</p> <p>Below 1 year experience = 0 Point</p> <p>1 – 2 years' experience = 1 Point</p> <p>3 – 4 years' experience = 2 Points</p> <p>5 years' experience = 3 Points</p> <p>6 – 8 years' experience = 4 Points</p> <p>9 and over experience = 5 Points</p>	15



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No.	CRITERIA	WEIGHT
5.	<p>Service Personnel (Part B)</p> <p>Attach a list with a minimum of 10 call centre employees. The 24-hour call centre employees to be <i>comprised of</i> psychologist/social workers/Counsellors registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) as a qualified psychologist/social worker/Counsellors to provide therapeutic services. The list should indicate expertise and qualifications with a minimum of two years' experience</p> <p>1. Criteria Requirements</p> <p><i>I. Minimum of 10 call centre employee provided</i></p> <p><i>II. 24-hour call centre employees to be comprised of psychologist/social workers/Counsellors registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) as a qualified psychologist/social worker/Counsellors to provide therapeutic services.</i></p> <p><i>III. The list should indicate expertise for each call centre employee with a minimum of two years' experience</i></p> <p>Not meeting above i, ii and iii criteria requirements = 0 Point Met One of above criteria requirements (i, ii and iii) = 1 Point Met Two of above criteria requirements (i, ii and iii) = 2 Points All above i, ii and iii criteria requirements are met = 3 Points All above i, ii and iii criteria requirements are met with 3 to 4 years' relevant experience = 4 Points All above i, ii and iii criteria requirements are met with 5 or more years' relevant experience = 5 Points</p>	25
	TOTAL	100

15.4 Gate two (2) Site Inspection

15.4.1. The OCJ will conduct a site inspection as part of the bid evaluation process. The OCJ will visit the shortlisted bidders' premises with the objective of verifying information of the bidders as contained in their respective bid documents. **Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 3. Bids that scored less than 60 points on functionality will be disqualified and will not progress to the next stage of evaluation.**

15.4.2. Bidders will be evaluated and points will be allocated on the following basis for



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functionality:

15.4.3. The functionality criteria are listed below, and will be rated as follows:

Table 9: Site Visit

GATE TWO (2): SITE VISIT						
Rating: 0 = Very Poor 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent						
CRITERIA						WEIGHTS
1. Data Management and Storage a) Proof of automated call recording of escalated complaints stored in the cloud b) Roaster of schedule of affiliates who attend to calls 24/7/365 days of the year c) Proof of quality assurance processes and redress procedures for review of calls and complaints that were attended to by affiliates d) Live demonstration of how utilisation reports are collated. e) Courier services; E-mail facilities; and Web-based facilities						40
Very Poor	Poor	Average	Good	Very Good	Excellent	
None of the 5 is available	Only One (1) of the above is available	Only Two (2) of the above are available	Three (3) of the above are available	Four (4) of the above are available	Five (5) of the above are available	
0	1	2	3	4	5	
2. Call Centre Service a) Turn-around time of 60 seconds for answering and returning calls b) Records of customer complaints handling procedure c) Clients satisfaction survey report d) Proof of reporting system: call volumes received, answered, abandoned – per interval, including call handling turnaround times e) Evidence of live demonstration of the management of incoming calls.						40
Very poor	Poor	Average	Good	Very Good	Excellent	
None of the above is available	One (1) of the above requirements are met	Two (2) of the above requirements are met	Three (3) of the above requirements are met	Four (4) of the above requirements are met	All Five (5) of the above requirements are met	
0	1	2	3	4	5	
3. Office building a) Clearly noticeable signage for the office b) Reception and waiting area which accessible for PWD c) Boardroom d) Assessment room(s) e) Bathroom and toilets accessible to PWD facilities f) Neatness of facility						20



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GATE TWO (2): SITE VISIT						
Rating: 0 = Very Poor 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent						
CRITERIA						WEIGHTS
Very poor	Poor	Average	Good	Very Good	Excellent	
None of the above is available	Only One (1) of the facilities mentioned above is available	Two (2) to Three (3) of the facilities mentioned above are available	Four (4) of the facilities mentioned above are available	Five (5) of the facilities mentioned above are available	Six (6) of the facilities mentioned above are available	
0	1	2	3	4	5	
TOTAL SCORE						100
MINIMUM THRESHOLD SCORE						60

15.5 Gate three (3): Price and Preferential Points Evaluation (80+20) = 100 points

15.5.1. Only bidders that have scored sixty (60) points and above in **Gate 2** will be evaluated in **Gate 3** for price and Preferential Points. Price and Preferential Points will be evaluated as follows:

15.5.2. In terms of Regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- a) The bid price (maximum 80 points)
- b) Specific Goals (maximum 20 points)

15.5.3. Stage 1 – Price Evaluation (80 Points)

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

Criteria	Points
Price Evaluation	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80



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15.5.4. Stage 2 – Preferential Points Evaluation (20 Points)

15.5.5. Stage 3 (80 + 20 = 100 points)

15.5.6. The Price and Preferential points will be consolidated.

15.5.7. Preferential Points allocation

- a) A maximum of 20 points may be allocated to a tenderer for the Specific Goals in accordance with the table below:

Table 10: Preferential Points Allocation

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)
SMME (EME/QSE)		4	
Enterprise with ownership of	51% or more by black person/s	4	
	34% to 50% by black person/s	3	
	17% to 33% by black person/s	2	
	1% to 16% by black person/s	1	
	0% by black person/s	0	
Enterprise with ownership of	51% or more by persons /s who are woman	4	
	34% to 50% by persons /s who are woman	3	
	17% to 33% by persons /s who are woman	2	
	1% to 16% by persons /s who are woman	1	
	0% by persons /s who are woman	0	
Enterprise with ownership of	51% or more by persons /s who are youth	4	
	34% to 50% by persons /s who are youth	3	
	17% to 33% by persons /s who are youth	2	
	1% to 16% by persons /s who are youth	1	
	0% by persons /s who are youth	0	
Enterprise with ownership of	51% or more by persons /s with disability	4	
	34% to 50% by persons /s with disability	3	
	17% to 33% by persons /s with disability	2	



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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)
1% to 16% by persons /s with disability	1	
0% by persons /s with disability	0	
TOTAL PREFERENCE POINTS CLAIMED OUT OF 20		

- b) The Preferential points may be allocated to bidders on submission of the following documentation or evidence:
- i) A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
 - ii) CSD Report,
 - iii) Medical Certificate (if disabled)
 - iv) CIPC Company Registration Certificate.

16 CONSORTIUMS AND JOINT VENTURES

- 16.1 Consortium or joint venture will qualify for points for their preference points as an unincorporated entity, provided that entity submits their consolidated preference points scorecard as if they were group structure and that such a consolidated preference points scorecard is prepared for every separate bid.
- 16.2 A consortium or joint venture, will qualify for points for their preference points as a legal entity, provided that the entity submits their preference points claims and supporting documentation
- 16.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements, the arrangement must contain amongst other, percentage of work shared. The OCJ will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The bidder must provide a signed agreement indicating which partner(s) within the Consortium and / or Joint Venture will be responsible for which service(s) in the respective province(s).
- 16.4 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind



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the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

17 SUB- CONTRACTING

- 17.1. Where bidders to engage in a subcontracting agreement, bidders must provide proof of subcontracting arrangement between main tenderer and the subcontractor. Bidder must provide a signed agreement indicating which sub-contractor(s) will be responsible for which service(s) in the respective province(s).
- 17.2. The main contractor typically assigns specific tasks or portions of a project to the sub-contractor, defined by a contract.
- 17.3. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract

18 GENERAL CONDITIONS OF CONTRACT

- 18.1. Any award made to a bidder under this bid is conditional, amongst others, upon:
- 18.2. The bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which OCJ is prepared to enter into a contract with the successful bidders.
- 18.3. The bidders submitting the General Conditions of Contract to OCJ together with its bid, duly signed by an authorised representative of the bidder.

19 SERVICE LEVEL AGREEMENT

- 19.1 The OCJ and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the OCJ.
- 19.2 The bidder shall enter into an SLA agreement with the OCJ within a period of two (2) months upon successful appointment of the bidder.
- 19.3 Refusal to sign the SLA agreement will lead to termination of the contract

20 SPECIAL CONDITIONS OF THIS BID

- 20.1 The OCJ reserves the right not to make an award of any of the responses on this bid.



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- 20.2 Bidders must provide an undertaking that reference checks in connection with services rendered may be conducted by the OCJ from previous clients where similar services were provided.
- 20.3 The OCJ may vary the scope outlined in this bid to include reasonable additional work within the wider scope of services required.
- 20.4 The bidders must be accessible to the OCJ at all times.

21 DECLARATON REQUIREMENTS FOR BIDDERS

- 21.1 In the bidder's technical response, bidders are required to declare and confirm the following:

Bidders are to:

- a) Act honestly, fairly and with due skill, care and diligence, in the interests of the OCJ;
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the OCJ fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the OCJ;
- f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g) To conduct their business activities with transparency and consistently uphold the interests and needs of the OCJ as a client before any other consideration; and
- h) To ensure that any information acquired by the bidders from the OCJ will not be used or disclosed unless the written consent of the client has been obtained to do so.

22 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 22.1 The OCJ reserves its right to disqualify any bidder who either itself or any of whose members ,save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange, indirect members being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange, directors or members of senior management, whether in



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respect of the OCJ or any other Government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity":

- 22.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 22.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 22.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the OCJ's employees or other representatives;
- 22.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 22.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 22.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 22.1.7 Has in the past engaged in any matter referred to above; or
- 22.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 23.1 The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the OCJ relies upon the bidder's tender as a material



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representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- 23.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the OCJ against the bidder notwithstanding the conclusion of the Service Level Agreement between the OCJ and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the OCJ, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this bid.

25 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the OCJ incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/ or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies the OCJ from any legal liability and all such costs which the OCJ may incur and for any damages or losses the OCJ may suffer

26 CONFLICT OF INFORMATION PROVIDED

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

27 LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6 of the general conditions of contract.



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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

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.

A bidder participates in this bid process entirely at its own risk and cost. The OCJ shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process

28 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The OCJ reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the OCJ or whose verification against the Central Supplier Database (CSD) proves non-compliant. The OCJ further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The OCJ reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another Government institution.

30 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African Superior Courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.



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31 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel including agents, officers, directors, employees, advisors and other representatives, its sub-contractors, if any and personnel of its sub-contractors comply with all terms and conditions of this bid. Where that the OCJ allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the OCJ will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

32 CONFIDENTIALITY

32.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s), will be disclosed by any bidder or other person not officially involved with the OCJ's examination and evaluation of a tender.

32.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the OCJ, remain proprietary to the OCJ and must be promptly returned to the OCJ upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

32.3 Throughout this bid process and thereafter, bidders must secure the OCJ's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

33 OFFICE OF THE CHIEF JUSTICE PROPRIETARY INFORMATION

Bidder/s will on their bid cover letter make a declaration that they did not have access to any of the OCJ's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.





188, 14th Road, Noordwyk, Midrand, 1685
Private Bag X10, Marshalltown, 2107
Tel: +27 10 493 2500 (Switchboard)
E-mail: info@judiciary.org.za
www.judiciary.org.za

34 TERMINATION OF SERVICES

The OCJ may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the rendering of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of the termination.

35 PRICING SCHEDULE

35.1 Pricing should be allocated as follows:

35.1.1 Bidders are required to provide their prices for all services

35.1.2 Bidders must provide firm prices, not subject to CPI or rate of exchange;

35.2 Pricing must be itemised;

35.3 Bidders should have a National footprint, as such the OCJ will not be paying for travelling and accommodation costs.

35.4 The pricing must be completed as per the attached **Pricing Schedule – SBD 3.3**.



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Annexure A

(Failure to fully complete Annexure A will result in a disqualification.)

Provinces	Affiliate category	Please Indicate: <i>Number of Affiliates (Attach the list containing names of the affiliates and registration number of the professional body)</i>
Gauteng	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
Limpopo	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
North West	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
Mpumalanga	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
Northern Cape	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
Western Cape	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
KZN	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
Free State	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	
Eastern Cape	<input type="checkbox"/> Psychologist (Clinical, Educational, Industrial and Counselling). <input type="checkbox"/> Nurse <input type="checkbox"/> Social Worker	



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SERVICE PROVIDERS WHO DO NOT HAVE THE INTERNAL CAPACITY FOR ANY OF THE AFFILIATES LISTED IN THE TABLE ABOVE MAY OUTSOURCE THE SERVICES. THE SERVICE PROVIDER MUST PROVIDE A LIST OF OUTSOURCES AFFILIATES.

MANAGEMENT AND ACCREDITATION OF THE OUTSOURCED SERVICES REMAINS THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	OCJ2024/10	CLOSING DATE:	25 OCTOBER 2024	CLOSING TIME:	11h00 am
DESCRIPTION	TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2024/10: PROVISION OF THE COMPREHENSIVE EMPLOYEE HEALTH AND WELLNESS SERVICES TO THE OFFICE OF THE CHIEF JUSTICE FOR A PERIOD OF THIRTY- SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OFFICE OF THE CHIEF JUSTICE					
188 14 TH ROAD NOORDWYK					
MIDRAND					
JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Mmamoyahabo Thoka		CONTACT PERSON	Ms Kabelo Choma	
TELEPHONE NUMBER	010 493 2500		TELEPHONE NUMBER	010 493 2500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	BidEnquiries@judiciary.org.za		E-MAIL ADDRESS	BidEnquiries@judiciary.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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