PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)						
	D NUMBER: DSDP 23/23 CLOSING DATE: 05th February 2025 CLOSING TIME: 11H00 APPOINTMENT OF SERVICE PROVIDERS FOR PROVISION OF CLINICAL SERVICES TO					
EMPLOYEES OF THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
The Department				1-		
21 Biccard Street	(Olympic Tow	vers Building)				
POLOKWANE						
0700						
BIDDING PROCEDU	RE ENQUIRIES M/	AY BE DIRECTED TO	TEC	HNICAL ENQUIRIES MAY	BE DIRE	CTED TO:
CONTACT PERSON	Seopa PA			NTACT PERSON		. Maake E M
TELEPHONE NUMBER	(015) 230 4440	0 / 079 699 2308	TEL	EPHONE NUMBER	01	5 230 4338/071 620 5649
FACSIMILE	(015) 291 2226	6	FAC	SIMILE NUMBER	(01	5) 291 2226
E-MAIL ADDRESS	SeopaPA@ds	d.limpopo.gov.za	E-M	AIL ADDRESS	Ma	akeEM@dsd.limpopo.gov.za
SUPPLIER INFORMA						<u></u>
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		N	IUMBER		
CELLPHONE	CODE			NUMBER		
NUMBER						
FACSIMILE NUMBER	CODE			IUMBER		
E-MAIL ADDRESS	CODE			OMDER		
VAT						
REGISTRATION NUMBER						
SUPPLIER	TAX					
COMPLIANCE STATUS	COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE						
ACCREDITED REPRESENTATIVE				E YOU A FOREIGN SED SUPPLIER FOR THE	□Yes	No
IN SOUTH AFRICA	□Yes	No		ODS /SERVICES		
FOR THE GOODS		_		ERED?		, ANSWER THE QUESTIONNAIRE
/SERVICES	[IF YES ENCLO	SE PROOF]			BELOW]
OFFERED? QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
		REPUBLIC OF SOUTH AFF	RICA (RSA)?		
DOES THE ENTITY H						
		NT ESTABLISHMENT IN	THE R	SA?		
DOES THE ENTITY H	AVE ANY SOURC	E OF INCOME IN THE RS	A?			YES NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? 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 REGULATION 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

DATE:....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number: DSDP 23/23.

Closing Time 11:00

Closing date:05 February 2025.

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO. ** (ALL APPLICABLE TAXES INCLUDED)

Item No	Quantity	Description	Bid Price in RSA Currency (All applicable taxes included)
		Appointment of service providers for provision of clinical services to employees of the department of social development for a period of 36 months	

-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?	*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery *Delive	ry: Firm/not firm
-	Delivery basis	
Note:	All delivery costs must be included in the bid price	ce, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

 YES
 /
 NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
 YES / NO
 2.2.1 If so, furnish particulars:

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

.....

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:

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

- 3.1 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 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
Docition	Nome of hidder
Position	Name of bidder

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.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	10	
Persons with disabilities	5	
Promotion of Youth	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - Derthership/Joint Venture / Consortium
 - □ One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
 - [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs
 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of

having to make less favourable arrangements due to such cancellation.

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2. With certain exceptions, invitations to bid are only published in

the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

- 4. Standards
 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract
 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 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, 8.1 All pre-bidding testing will be for the account of the bidder.

tests and

- analyses
 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 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
 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. Incidental13.1. 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.
- 14.1. 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:
 - 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 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- **19. Assignment**19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other

remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

- 23. Termination 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 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is

duties and 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 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 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 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 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties 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 33.1. The NIP Programme administered by the Department of Trade and Industrial and Industry shall be applicable to all contracts that are subject to the NIP obligation.
 (NIP) Programme
- 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.



APPOINTMENT OF SERVICE PROVIDERS FOR PROVISION OF CLINICAL SERVICES TO EMPLOYEES OF THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION

- 1.1. The Employee Health and Wellness is an in-house program whose purpose is to provide psycho-social support to employees and their immediate family members for improved job performance and social functioning. It has a responsibility to ensure that the employees who are emotionally burdened receive prompt counselling services which must be readily available to all employees.
- 1.2. The Department core mandate is to provide developmental social welfare services to the citizens of Limpopo Province. In implementing this mandate social service professional are mostly encountering traumatic incidences such as abused children, gender-based violence and other anomalies which affects their psycho-social well-being.
- 1.3. The Department has a total of 2950 employees who need to be serviced by Employee Health and Wellness Sub-Division spread across the whole province.
- 1.4. The LDSD requires appointment of five service providers, one per district who will be able to provide clinical services namely counselling and debriefing services to departmental employees and their immediate family members.
- 1.5. The preferred bidders shall implement the service according to the health and wellness framework as outlined by the Department of Public Service Administration and the Employee Assistance Profession of South Africa.

1.6. Goals and Objectives of the EHWP

- (a) Ensure a safe and healthy work force
- (b) Maximize optimal performance by the workforce
- (c) Improved emotional, social and psychological well-being of employees.
- (d) Improved service delivery

1.7. These goals will be achieved through the following strategic objectives:

- (a) Creating access for LDSD employees to health and wellness services and support.
- (b) Provision of therapeutic services to enhance productivity and service delivery.
- (c) Creating a supportive and caring workplace culture.
- (d) Addressing organizational risk factors that impact on employee productivity through reduced absenteeism, substance abuse and non-communicable diseases.

2. DEFINITIONS

	DEFINITIONS
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department
Bidders	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Social Development to submit a bid in response to this bid invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	Several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid
Department	The Limpopo Department of Social Development
Disability	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being
Firm Price	The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change,

	imposition or abolition of customs or excise duty and any other
	duty, levy or tax which, in terms of a law or regulation is binding
	on the contractor and demonstrably has influence on the price
	of any supplies or the rendering cost of any service, for the
	execution of a contract
Functionality	The ability of a tenderer to provide goods or services in
	accordance with specifications as set out in the tender
	document
Goods	Any work, equipment, machinery, tools, materials, or anything of
	whatever nature to be rendered to Department of Social
	Development's delegate by the successful Bidder in terms of
	this bid
Joint Ownership	(Also known as equity JVs) the establishment by two parent
	companies of a child company for a specific task within which
	both parent companies invest in order to overcome the limited
	capabilities vested within them in order that they can both
	benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual
	agreement to conduct a specific business enterprise with both
	parties sharing profit and losses
Management	In relation to an enterprise or business, an activity inclusive of
Managomona	control, and performed on a daily basis, by any person who is a
	principal executive officer of the company, by whatever name
	that person may be designated, and whether or not that person
	is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance
	Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	Any person (natural or juristic) who forwards an acceptable
	proposal in response to this Request for Bid (RFB) with the
	intention of being the main contractor should the proposal be
	awarded to him/her
Rand Value	The total estimated value of a contract in Rand denomination,
	which is calculated at the time of proposal invitations and
	includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the
	National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or
	who is contracted to execute the work as detailed in the bid

Trust	The arrangement through which the property of one person is		
	made over or bequeathed to a trustee to administer such		
	property for the benefit of another person		
Trustee	Any person, including the founder of a trust, to whom property is		
	bequeathed for such property to be administered for the benefit		
	of another person		
Sub-contracting"	Means the primary contractor's assigning or leasing or making		
	out work to or employing another person to support such		
	primary contractor in executing part of a project in terms of a		
	contract.		
Rand Value" -	Means the total estimated value of a contract in Rand		
	denomination, which is calculated at the time of proposal		
	invitations and includes all applicable taxes and excise duties		

3. THE SCOPE OF WORK

2.1 The Customer

- (a) The service users shall be the LDSD employees, their immediate family members, and dependents. LDSD has provincial office, five districts namely Capricorn, Mopani, Sekhukhune, Vhembe, Waterberg Districts and institutions (Seshego Treatment Centre, Polokwane Welfare Complex, Sekutupu Old Age Home, Tubatse Child and Youth Care Centre, Thohoyandou Child and Youth Care Centre, Mtsetweni Child and Youth Care Centre, Iris House Child and Youth Care Centre and Mavambe Secure Care Centre) with a total staff complement of 2950 employees.
- (b) The department will appoint one bidder per district.
- (c) Bidders will be expected to have operational offices in the district they are bidding for.

2.2 Service Required

2.2.1 Context of the service required

- (a) The Department is outsourcing the direct clinical services which include but not limited to counselling and debriefing services and not any of the proactive wellness services unless specified.
- (b) LDSD is outsourcing services for all employees and their immediate family members.
- (c) It is preferred that services be provided to clients in their own preferred language.
- (d) Except In specific incidences where alternative arrangements may need to be made, the dominant language of the area must be used.
- (e) Languages most spoken in the province are Sepedi, Tshivenda, Xitsonga, IsiNdebele, English and Afrikaans.
- (f) All risks pertaining to the rendering of the service is transferred to the Bidder in line with general conditions of the contract, July 2010.
- (g) A service level agreement with the preferred bidder will be entered into to monitor performance over and above the contract.

2.3. Type of Services Required

The LDSD would enter into a thirty-six (36) months contracts from the date of signing of the contract for the provision the following services:

2.3.1 Clinical services

- 2.3.1.1 The mandatory clinical services are compulsory and not be modified or disregarded, should address the following constituent components but not limited to:
- (a) Psycho-social counselling and other emerging clinical trends.
- (b) Provision of individual and group debriefing services
- (c) Critical Incident Stress Debriefing (Debriefing and Defusing) resulting from both work and personal relations
- (d) Management Care and Support services.
- (e) In case of substance abuse cases, the service provider will conduct counselling and referral procedure for rehabilitation, and thereafter refer the matter to Employee Health and Wellness Practitioners who will compile submission to Head of Department to request approval for admission to rehabilitation using the most cost-effective measure and in line with the Transversal Wellness management policy.

2.3.2 Personal Support Line (PSL)

- (a) The service provider should have a direct, unlimited and confidential access to a live hotline professional support phone 24/7/365, a "Please Call Me "service and a dedicated e-mail service where referred employees can get advice and support.
 - (i) The data system must be able to provide detailed information on every call received through the dedicated telephone number.
 - (ii) The service should be staffed by a team of fully qualified, trained, registered, and experienced professionals including but not limited to Psychologists, Social workers, financial experts etc.
 - (iii) No interns/learners are allowed to render service to the department

2.3.3. Face to Face services

- (a) The service provider should provide up to six (6) face to face counselling sessions, refreshed on person per case. Employees that prefer Face to Face rather than telephonic services should be given the option to do so.
- (b) The service provider should have sufficient qualified and registered therapists in all the districts.

2.3.4. Critical Incident Stress Debriefing

(a) Debriefing and defusing should be made available to employees exposed to either job and personal trauma associated with incidences such as serious accidental injuries or fatalities, violence or threat of

violence, death or serious injuries of co-worker, natural disasters, or terrorist activities.

2.3.5. Organizational Wellness intervention strategies

- (a) The Department core mandate is to provide developmental social welfare services to the citizens of Limpopo Province. In implementing this mandate social service professionals are exposed to traumatic incidences which affects their psycho-social well-being.
- (b) The service provider must be able to conduct organizational wellness intervention strategies such as teamwork structured group sessions in all the districts.

2.4. <u>REFERRAL PROCEDURE</u>

2.4.1. The Employees shall use three forms of referral to access the service.

(a) Voluntary /self-referral

- (i) The employees shall directly refer themselves to the service provider. The client or supervisor will need to notify the Employee Health and Wellness Practitioners about the referral.
- (ii) The service provider shall be required to keep detailed data regarding the referral for monthly reporting and verification in case of audit.

(b) Formal Referral

- (i) The Employee Health and Wellness shall after consultation with the supervisor refer an employee to the service provider for consultation and counselling services.
- (ii) The response time in the submission of the written progress reports should not exceed one month after intervention.
- (iii) Referral of the immediate family members of the employee shall be done through the Employee Health and Wellness Office for monitoring purpose.
 - (c) The Department shall bear the cost for transporting employees to attend the consultation sessions at the agreed office accommodation declared by the bidder.
 - (d) Professional Referral

The therapist may based on the case assessment or intervention, refer the client/employee to other specialist professionals for further therapy or phyco- social supports.

2.4.2. The service provider must strive towards meeting the following goals:

- (a) Enhance individual employee functioning, work satisfaction and morale.
- (b) Improve the quality of work life through a service that is flexible, accessible, highly responsive, and accountable.
- (c) Provision of individual and group debriefing services
- (d) Provision of crisis intervention services.

2.5. The Preferred Bidder will deliver the following as part of the Service Level Agreement (SLA)

- 2.5.1. Provide direct confidential access to personal support and life management services by qualified and registered counsellors.
- 2.5.2. Provide access to face-to-face counselling sessions up to maximum of six sessions per person per consultation.
- 2.5.3. Provide individual and group debriefing services.
- 2.5.4. Provide organizational wellness initiatives strategies such as management care and support, life coaching and teamwork
- 2.5.5. Provide individual case reports, monthly progress and annual reports including statistical data analysis with dash boards (templates to be agreed on)
- 2.5.6. Provide education and training on identified areas related to wellness.
- 2.5.7. Provide an executive wellbeing program for Senior Management Services which are but not limited to a comprehensive wellness assessment and a work life assessment through questionnaire.
- 2.5.8. Provide a dedicated account manager for LDSD

3. PROFESSIONAL REGISTRATION

- **3.1.** The therapists should be registered with the South African Council for Social Service Professions (SACSSP) or Health Professions Council of South Africa (HPCSA) as qualified social workers or clinical/ Counselling Psychologists (No students or Interns).
- **3.2.** The appointed service provider must submit the profile and registration certificates and proof of annual renewal receipt to practice of their therapist issued by SACSSP and HPCSA.

4. <u>QUALITY ASSURANCE</u>

- **4.1.** The bidder is required to submit a quarterly assurance plan upon appointment.
- **4.2.** A periodical client satisfaction survey will be conducted to provide feedback to the bidder for service improvement.
- **4.3.** LDSD reserves the right to access the bidder's premises as well as any documentation relevant to the services rendered to the department.
- **4.4.** LDSD reserves the right to conduct ad hoc visits to assess functionality of the personal support line.
- **4.5.** LDSD reserves the right to audit company records specific to the contract entered into with the Department.
- **4.6.** Any documentation pertaining to the LDSD remains the property of LDSD during and after the expiry of the contract.
- **4.7.** Upon the expiry of the contract, LDSD shall retain the hotline telephone number including the please call me number. All LDSD data and information must be transferred to the LDSD EHWP or the designated partner.

5. <u>BIDDER'S CAPACITY</u>

- **5.1.** The bidders must have the capacity to render the service as per specification
- **5.2.** The appointed service provider shall have one (1) office accommodation or space (leased or rented) for consultation sessions.
- **5.3.** Group debriefing sessions will be done at departmental authorized venues or workstations.

6. <u>SUB-CONTRACTORS</u>

- **6.1.** The bidder shall be entitled to sub-contract certain elements of the service with regards of this specification, however, still be responsible for the overall execution of the contract.
- **6.2.** If the department determines that the performance or conduct of the subcontractor is unsatisfactory, the End User shall notify the bidder of its determination in writing indicating the reasons.
- **6.3.** The bidder shall take necessary actions to correct the performance or conduct of the sub-contractor or to replace the sub-contractor by another.
- **6.4.** The bidder shall always remain the sole point of contact regarding this agreement and remain wholly responsible for the performance of its obligations including the provision of the services.
- **6.5.** Any approval given to the bidder to sub-contract any of its obligations must be signed off by the bidder after consultation with the end user.
- **6.6.** The bidder shall be responsible and liable for all and any acts, defaults, and omissions of any subcontractor and as such the subcontractors' agents, employees, and any other persons whomsoever for which such person may be liable in law.

7. COSTING AND PAYMENTS

- 7.1. The proposed costing of this program is based on a fee for service rendered.
- **7.2.** The Department will pay for the service used, per consultation.
- **7.3.** The LDSD EHW will ensure effective monitoring, evaluation, and reporting of outcomes, and link the costs and expect results to the mandatory services.
- **7.4.** All invoices must be accompanied by the monthly report and client progress report signed by the therapist.
- **7.5.** Costing for compilation of monthly, quarterly, and annual reports must be built into mandatory clinical services.

8. <u>REPORTING</u>

- **8.1.** The appointed service providers shall provide the LDSD with monthly, quarterly, and annual utilization reports aligned to the financial year end of the department. Costing for this aspect must be built into the mandatory clinical services.
- **8.2.** The reports should provide relevant data to department needs, statistics on utilization trends and uptake of services and recommendations for future interventions.
- **8.3.** Provide ad hoc reports as per LDSD requests (stress incidence, High risk issues)

- **8.4.** Annual review report should be provided to assess impact, effectiveness of the contracted services, return on investment resulting from the use of the service and to determine relevant corrective actions.
- **8.5.** LDSD to validate reports provided by the service providers.

9. ACCOUNT MANAGEMENT ADMINISTRATION

- **9.1.** The Service providers shall provide a dedicated account officials who will be responsible for any queries, comments etc. made by the LDSD EHW coordinators.
- **9.2.** Provide reports for resolutions to such complaints within 48 hours upon reporting.
- **9.3.** Serve as a single point of contact between the LDSD and the service provider.
- 9.4. Conduct comprehensive initial briefing and training for managers on services covered by the account.
- 9.5. Individual managerial consultations on formal referral services.
- **9.6.** A comprehensive case management of all employees attended as part of quality control.
- **9.7.** Account management activities-costing for this aspect must be built into the mandatory clinical services.

10. <u>RESPONSE RATE TIMES</u>

NO	RESPONSE RATE	RESPONSE TIMES FOR SERVICE
		PROVIDER
a)	Response rate during crisis intervention	Within 24 hours of referral
b)	Response rate for group trauma debriefing	Within 48 hours of referral
c)	Response rate for General Counselling	Within 48 hours of referral
d)	Progress report	Within thirty (30) days after intervention
e)	Special Reports	Within seven (7) working days

11. DESCRIPTION OF SERVICES

Description of Service required	Total Number
Face to Face Counselling / Psychotherapy	As per referral
/ Trauma Debriefing.	
Follow-up sessions	Maximum 6 sessions per person
Personal Support telephone line for	As per referral
psycho-social support services.	
Group Debriefing	As and when required
Management Care and Support services	As and when required
Organizational wellness initiatives	As and when required

12. EVALUATION CRITERIA

- **12.1.** The bidders will be evaluated with the following five (5) phases on condition that they complied with mandatory requirements:
- 12.1.1. Mandatory Requirements
- **12.1.2.** Administrative compliance
- **12.1.3.** Functionality Evaluation
- 12.1.4. Site inspection
- **12.1.5.** Price & Specific goals (80/20)

12.2. MANDATORY REQUIREMENTS

12.2.1. It is compulsory for preferred bidder's employees and or sub-contracted employees who will be rendering the service to be registered with either Social African Council for Social Services Professions (SACSSP) or Health Professions Council of South Africa (HPCSA) as Social Workers or Clinical/ Counselling Psychologists. Submission of annual proof of renewal receipt to practice is compulsory for all employees who are contracted to render the service.

12.2.2. Bidders are therefore required to attach valid proof of registration with either Social African Council for Social Services Professions (SACSSP) or Health Professions Council of South Africa (HPCSA) for their employees.

12.2.3. Failure to comply with the above mandatory requirement will automatically disqualify the bid.

12.3. ADMINISTRATIVE COMPLIANCE

12.3.1. The Limpopo Department of Social Development has prescribed administrative requirements that must be met by the bidders, for the bid to be accepted for functional evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard. The requirement are as follows:

- **12.3.1.1.** Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name.
- **12.3.1.2.** In the event where the trade name is different from the legal name, the **trade name** must be used as the name of the bidder and **NOT** the legal name.
- **12.3.1.3.** Naming of the bidding company must be consistent in the bid document, CSD report and any other document perceived to be important with regard to the identification of the bidder.
- **12.3.1.4.** In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

12.3.2. The bid document is made up of the following DSD forms:

- SBD 1: Invitation to bid.
- SBD 3.1: Pricing schedule (firm price)
- SBD 4: Bidder's Disclosure
- SBD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2022

12.3.3. Bids will be evaluated on the basis of the following administrative evaluation criteria:

- **12.3.3.1.** Submission of bid document in its original form.
- **12.3.3.2.** Faxed or e-mailed or late bids will not be accepted.
- **12.3.3.3.** Use of tipex in the bid document will lead to the disqualification of the bid.
- **12.3.3.4.** Submission of a duly completed and signed bid document by an authorized representative. Bids submitted by Companies must be signed by a person or persons duly authorized thereto by a resolution of the Board of Directors, a copy of which Resolution, duly signed be submitted with the Bid.
- **12.3.3.5.** Completion of the bid document must be in black or blue ink. (Completion in pencil or any other color will disgualify the bid).

12.3.4. Consortia / Joint Ventures / Partnership:

- **12.3.4.1.** Over and above compliance with requirements listed in 12.3.3 above, the following must also be complied with by consortia and joint ventures entities:
- **12.3.4.2.** Submission of duly signed agreement with clear responsibilities of each party.
- **12.3.4.3.** Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.
- **12.3.4.3.1.** Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate / PIN, Central Supplier Database Number, where consortium/joint ventures/ subcontractor are involved, each party to the association must submit separate Tax Clearance requirements.

12.3.5. The bidder(s) proposal may be disqualified for non-submission of any of the documents required as per the table below.

Documents that must be	Non-submission and partial	Requirements		
submitted	completion will			
	result in			
	disqualification			
Invitation to Bid -	No	Complete and sign the supplied pro forma document		
SBD 1				
Pricing schedule firm	No	Complete and sign the supplied pro forma document		
prices - SBD 3.1.				
Bidder's Disclosure	Yes	Complete and sign the supplied bid document. (Must		
– SBD 4.		declare if they have interests in other Companies)		
Preference Point	No	Non-claiming of points on this form will lead to zero (0)		
Claim Form – SBD		even if means of verification on specific goals is		
6.1		attached.		
Bidders must ensure	that they meet the fo	llowing requirements before the bid can be awarded:		
Tax compliance	Bidder must be tax	compliant before the bid is awarded, i.e. Where the		
status	recommended bidder is not tax compliant, the bidder will be notified of their non-			
	compliant status and t	the bidder must be requested to submit written proof from		
	SARS of their tax	compliance status or proof that they have made an		
	arrangement to meet	their outstanding tax obligations within 7 working days.		
	The bidder should t	hereafter provide the accounting officer or accounting		
	authority with proof of	their tax compliance status which should be verified via		
	the Central Supplier D	atabase or e-Filing"		
Identity (s) of	ID copy must for all di	rectors must be attached		
directors				
Business registration	Entity must be in busir	ness		
Company	Bidders must be reg	stered as a service provider on the Central Supplier		
registration with	Database (CSD). If n	ot registered must proceed to complete the registration		
central supplier	prior to submitting you	ur proposal. Visit https://secure.csd.gov.za/ to obtain your		
database (CSD	vendor number. Attach detailed CSD registration document			
In the service of the	Bid will not be consid	lered if Shareholders or directors are employed by state		
state status	/government departments, municipalities, municipal entities, public entities			
	unless the approval from executive authority to do remunerative work outside			
	public service and to do business with the state is submitted with the proposal			
Tender defaulting	Entity and directors m	ust not be restricted		
and restriction status				

12.4. FUNCTIONALITY

12.4.1. EVIDENCE OF TECHINICAL FUNCTIONALITY/ DOCUMENTS REQUIRED (ATTACH)

- (a) Capacity of key personnel
- (b) Company Track Record including evidence of number projects successfully completed or ongoing with contactable references.
- (c) Detailed Project / Execution Plan based on the specification provided for three years
- (d) Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor
- (e) The bidders must score a minimum of sixty (60) points on functionality to proceed to the next phase of evaluation being site inspection.

	ELEMENT	SCALE	Weights	POINTS
1		-		
	Capacity of key personnel	A minimum of five (5) key personnel in Social	30%	30 points
		Work/Clinical Psychologist at NQF 8 with six-		
		years' experience and above		
		A minimum of five (5) key personnel in social		20 points
		work/clinical psychologist at NQF 7 with three-		
		to five-year experience		
		Less than five (5) key personnel in social		10 points
		work/clinical psychologist at NQF 7 with three-		
		to five-year experience		
		Non-submission of the key personnel		0 points
2	Company Track Record	Five (5) successful projects completed.	20%	20 points
	including evidence of	Three (3) successfully projects completed.		5 points
	number projects	Two or less successfully projects completed.		3 points
	successfully completed or	No successful projects completed.		0 points
	ongoing clinical services			
	with contactable			
	references. Appointment			
	and reference letters			
	should be attached			

(f)

	Detailed Project /	Organogram of	5		20%	20
	Execution Plan based on	key personnel,				
	the specification provided	their roles, and a				
	for three years.	list of qualified				
	,	affiliates within				
		the stipulated				
		professions to				
3		cover all service				
		required.				
		-				
		(Psychologists/S				
		ocial Workers)				
		Detailed	10			
		execution plan				
		Service package	3			
4	Submission of valid proof	Submission of a	valid letter from f	inancial	30%	20 points
	of financial capacity issued	institution to the m	inimum monetary v	alue of		
	by a financial institution	R200 000.00 issue	d by a financial in	stitution		
	authorized to offer credit in	authorized to offer	credit in terms of N	Vational		
	terms of National Credit	Credit Act 34 of 2	2005 or proof of o	verdraft		
	Act 34 of 2005 or proof of	facility in the name	of the business or	audited		
	overdraft facility in the	financial statements of the bidder for the past				
	name of the business or	three financial years issued by a Registered				
	audited financial	Auditor				
	statements of the bidder	Submission of a	valid letter from f	inancial		10 points
	for the past three financial	institution to the m	nonetary value of b	etween		
	years issued by a	R199 999.00 and	R100 000.00 issue	d by a		
	Registered Auditor.	financial institution	authorized to offer d	credit in		
		terms of National C	redit Act 34 of 2005	proof of		
		overdraft facility in t		-		
		audited financial st				
		the past three fina	ancial vears issued	d bv a		
		Registered Auditor	,	,		
		Submission of a	valid letter from f	inancial		5 points
		institution to the mo	netary value of belo	w R100		
		000.00 issued b	y a financial in	stitution		
		authorized to offer	credit in terms of N	Vational		
		Credit Act 34 of 200	05 proof of overdraf	t facility		
		in the name of the b	ousiness or audited f	inancial		
		statements of the	bidder for the pas	st three		
			•			

financial years issued by a Registered Aud		financial years issued by a Registered Auditor		
		Non-submission of the letter		0 points
ΤΟΤΑ	AL		100%	90

12.5. SITE INSPECTION

The bidders who complied with the mandatory requirements, administrative compliance, functionality evaluation criteria will be subjected to site inspection to establish the following:

No	Description	Elements	Allocated points
1	Business	Proof of legitimate occupancy	10 Points
	Existence (owned,	(valid and signed lease	
	rented or leased	agreement or proof of	
	office building	ownership)	
		Non availability of proof of	0 Points
		occupancy	
2	Office tools	Availability of office equipment's	10 Points
		Telephone 2	
		office 2	
		furniture	
		lockable	
		cabinets,	
		computers, 2	
		printers.	
		Internet 4	
		connectivity	
3	Consultation	Availability of consultation	Good 20
	rooms with	rooms which adheres to	Points
	waiting area with	confidentiality.	Average 10
	comfortable		Points
	chairs.		Poor 5
			Points
4	Availability of		10 Points
	proper record	Electronic 10	
	management	record	
	system	management	
		system	
		Manual 5	

		record	
		system	
		Unavailability 0	
		of both	
		electronic	
		and manual	
	0	system	40 Deinte
5	Company	Availability of five and above	10 Points
	Vehicles owned or	passenger vehicles	
	rented, which the	Availability of below five (5)	5 Points
	agreement will be	passenger vehicles	
	confirmed during	Non availability of passenger	0 points
	site visit.	vehicle	
	(Passenger		
	vehicle)		
6	Display of Social	Available and Displayed	10 Points
	Service	(SACSSP) or (HPCSA)	
	Professions	certificates (5 or more)	
	(SACSSP) or	Available and Displayed	5 Points
	Health	(SACSSP) or (HPCSA)	
	Professions	certificates (below 5)	
	Council of South	Certificates available but not	3 Points
	Africa (HPCSA)	displayed as required.	
	registration		
	certificates in		
	therapeutic offices		
7	Locality	Company Head Office situated	20 Points
		within the borders of Limpopo	
		Province	
		Company head office situated	10 Points
		outside the borders of Limpopo	
		Province	
Total	points		80 Points
	-		

12.6. SITE INSPECTION TOOL: TOTAL POINTS: 80 POINTS

12.6.1. All Bidders who score less than 60 out of 80 (75%) points on-site inspection will not be considered for further evaluation on Price and Specific goals

12.6.2. Submission of the above-mentioned documents at site inspection does not imply qualification to the next phase (price and Specific goals). Quality assurance will still be conducted to the documents provided.

12.6.3. Site inspection will be conducted at the physical address of the company as indicated in the bid document. The departmental representatives conducting site inspection will not be permitted to inspect any office which was not indicated as the physical address of the business.

13. PRICE AND SPECIFIC GOALS

- **13.1.** This bid shall be evaluated in terms of the 80/20 preference points system.
- **13.2.** Points shall be awarded to a bidder for attaining the Specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points (80/20 system)
Women	10
Persons with disabilities	5
Promotion of Youth	5

Price	=	80 points
Specific goals	=	20 points

13.3. CLAIMING POINTS ON SPECIFIC GOALS

13.3.1. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of South African Identification Document and Company registration document).

13.3.2. Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of South African Identification Document).

13.3.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such a person has ownership of 51% or more of the enterprise shareholding. Bidders to submit a copy of medical certificate from a registered medical practitioner. The medical certificate should be less than twelve months from date of issue.

14. BID AWARD AND CONTRACT CONDITIONS

- **14.1.** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the required goods on terms set out in the bid, which offer cannot be amended after its date of submission.
- **14.2.** Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- **14.3.** Bidders must quote for all categorized items. Failure to quote for all items will invalidate the bid.
- **14.4.** The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- **14.5.** The Department reserves the right to cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 14.6. The department will verify supplier compliance on the Central Supplier Database (CSD).
- **14.7.** The award of the bid may be subjected to price negotiation with the preferred bidder(s).
- **14.8.** Awarding of the bid shall be subject to the Service Provider(s) acceptance of General Conditions of Contract (GCC).
- **14.9.** The appointment of the successful bidders shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- **14.10.** The outcome of the successful bidders shall be published through the Provincial Bid Bulletin, departmental website and or any other channel that was used to advertise the bid.
- **14.11.** The Department expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract.
- 14.12. This bid shall be awarded to one service provider per district, with the highest point scorer being appointed.
- 14.13. The service providers are allowed to bid for all districts provided they will be able to establish physical offices as soon as the appointments are finalized. Failure will lead to cancellation of contract.
- 14.14. The department shall further conduct inspections of offices once the contracts are concluded.

15. <u>CONTRACT ADMINISTRATION</u>

- **15.1.** The contract shall be concluded between Limpopo Department of Social Development and the successful service providers.
- **15.2.** The administration of the bid and contract shall be the sole responsibility of the Supply Chain Management Directorate.
- **15.3.** The contract period will be in terms of the service level agreement.
- **15.4.** The contract period will be from the commencement date of the contract.

16. DELIVERY MANAGEMENT

- **16.1.** Successful bidder(s) must report to the department immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- **16.2.** Full particulars of such circumstances as well as the period of delay must be furnished.
- **16.3.** Failure to deliver within the stipulated delivery period, will lead to services sourced on quotations based on the provision of the General Conditions of Contract clauses 21.4 and/or 21.6.
- **16.4.** Persistent failure to deliver and deviation from the specification will ultimately lead to cancellation of the contract.

17. PRICING INSTRUCTIONS

- **17.1.** All prices charged must be inclusive of business overheads and applicable taxes
- **17.2.** Bidders must quote for all items under this bid and those who do not quote for all items shall be disqualified.
- **17.3.** Bidders take note that the department shall complete the process of evaluation and award in a period of hundred and twenty days (120) days, therefore their prices should consider inflationary fluctuations.
- **17.4.** Travelling costs will only be charged in instances where the company has been directed by the department to visit the client.
- **17.5.** The travel costs to be paid will only cover the distance between the recognized point of service and the place to be visited as authorized by the employer.
- **17.6.** The award will be made per district; therefore, bidders are entitled to bid for their preferred district(s).
- **17.7.** The pricing structure is as follows:

	CAPRICORN DISTRICT						
No	Description of	Unit of Charge	1 st Year Price	2 nd Year Price	3 rd Year Price		
	Service required						
1	Face to Face	Rate per person per					
	Counselling.	consultation during normal hours	R	R	R		
		Rate per person per consultation after					
		normal hours	R	R	R		
2	Follow-up sessions	Per person per consultation	R	R	R		
3	Group Debriefing	Per group of 3+ employees per					
		session	R	R	R		
4	Management Care	Group of 25 per session					
	and Support services	56551011	R	R	R		
5	Organizational	Group of 100+ per					
	wellness initiative	session	R	R	R		

6	Travelling costs	Rate per KM			
			R	R	R
Tota	al		R	R	R

	WATERBERG DISTRICT				
No	Description of	Unit of Charge	1 st Year Price	2 nd Year Price	3 rd Year Price
	Service required				
1	Face to Face	Rate per person per			
	Counselling.	consultation during normal hours	R	R	R
		Rate per person per consultation after normal hours	R	R	R
2	Follow-up sessions	Per person per consultation	R	R	R
3	Group Debriefing	Per group of 3+ employees per session	R	R	R
4	Management Care and Support services	Group of 25 per session	R	R	R
5	Organizational	Group of 100+ per			
	wellness initiative	session	R	R	R
6	Travelling costs	Rate per KM			
			R	R	R
Tota	al	R	R	R	

MOPANI DISTRICT					
No	Description of	Unit of Charge	1 st Year Price	2 nd Year Price	3 rd Year Price
	Service required				
1	Face to Face	Rate per person per			
	Counselling.	consultation during normal hours	R	R	R
		Rate per person per consultation after normal hours	R	R	R
2	Follow-up sessions	Per person per consultation	R	R	R
3	Group Debriefing	Per group of 3+ employees per session	R	R	R
4	Management Care	Group of 25 per			
	and Support services	session	R	R	R
5	Organizational	Group of 100+ per			
	wellness initiative	session	R	R	R

6	Travelling costs	Rate per KM			
			R	R	R
Tota	al		R	R	R

	VHEMBE DISTRICT				
No	Description of	Unit of Charge	1 st Year Price	2 nd Year Price	3 rd Year Price
	Service required				
1	Face to Face	Rate per person per			
	Counselling.	consultation during normal hours	R	R	R
		Rate per person per consultation after normal hours	R	R	R
2	Follow-up sessions	Per person per consultation	R	R	R
3	Group Debriefing	Per group of 3+ employees per session	R	R	R
4	Management Care	Group of 25 per			
	and Support services	session	R	R	R
5	Organizational	Group of 100+ per			
	wellness initiative	session	R	R	R
6	Travelling costs	Rate per KM			
			R	R	R
Tota	al				
			R	R	R

	SEKHUKHUNE DISTRICT				
No	Description of	Unit of Charge	1 st Year Price	2 nd Year Price	3 rd Year Price
	Service required				
1	Face to Face	Rate per person per			
	Counselling.	consultation during normal hours	R	R	R
		Rate per person per consultation after normal hours	R	R	R
2	Follow-up sessions	Per person per consultation	R	R	R
3	Group Debriefing	Per group of 3+ employees per session	R	R	R
4	Management Care	Group of 25 per			
	and Support services	session	R	R	R
5	Organizational	Group of 100+ per			
	wellness initiative	session	R	R	R

6	Travelling costs	Rate per KM			
			R	R	R
Tota	al				
			R	R	R

	TOTAL BID PRICE			
No	District were service required	Total Price		
1	Capricorn District	R		
2	Waterberg District	R		
3	Mopani District	R		
4	Vhembe District	R		
5	Sekhukhune District	R		
Total bid price R				

18. CONTACT DETAILS

TECHNICAL ENQUIRIES	ADMINISTRATION
Mr Maake E M	Seopa A.P
Deputy Director: Employee Health	Deputy Director: Demand and Acquisition
and Wellness	Management
Department of Social Development	Department of Social Development
Provincial Office	Tel: (015) 230 4440
Tell: <u>(015) 230 4338</u>	Cell: Tel: (015) 230 4440/079 699 2308
<u>Cell:071 620 5649</u>	E-mail: SeopaPA@dsd.limpopo.gov.za
E-Mail: <u>MaakeEM@dsd.limpopo.gov.za</u>	