PPECB

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REQUEST FOR PROPOSAL (RFP)

Request for Proposal:	**Provision of Employee Wellbeing Programme**		
RFP Number:	**RFP/Wellbeing/2025/10**		
Opening Date:	**15 October 2025**		
Closing Date:	**24 October 2025**	**Time:**	**16h00**
Contact Person:	**Bukelwa Loliwe**	**Email:**	**BukelwaL@ppecb.com**
Bid Validity Period	**60 days**		

1. PURPOSE:

To solicit proposals with quotations from potential service providers to render an innovative and tailored Employee Wellbeing Programme (EWP) which will cover all elements of employees' wellbeing such as physical, financial, social, mental, emotional and career wellbeing ensuring that they live thriving lives. This request outlines the specific requirements and criteria to be met by a potential service provider in order for it to be contracted for the assignment for a period of three (3) years with an option to renew for 12 months.

2. BACKGROUND

The PPECB is a Schedule 3A entity in terms of the Public Finance Management Act 1 of 1999. The PPECB is established in terms of Section 2 of the Perishable Products Export Control Act 9 of 1983. The main purpose of the PPECB is to promote the orderly, efficient, and sustainable export of perishable products from South Africa. The PPECB manages and monitors the cold chain for the export of perishable products from South Africa. The PPECB operates under two mandates, namely the Agricultural Products Standards Act and the Perishable Products Standards Act 9 of 1983.

3. SCOPE:

In line with the organisational mission of empowering our people to execute our mandates, the main objective of the programme is to increase employee engagement on wellness issues (i.e., usage of the wellness programme) and promote the overall well-being of employees.

Therefore, in line with these objectives, the scope of work will include but not be limited to the following services:

3.1. Consultation

3.1.1. Employees and their eligible family members to be able to consult or be linked up with multidisciplinary health and wellness professionals which include Psychologists, Psychiatrists, Dieticians, Bio kineticists, Social Workers, Financial Advisors, Debt Counsellors, Life and Wellness Coaches, Personal Trainers.

3.1.2. Consultant to manage the EWP of the PPECB by advising on proactive health strategies, continuously evaluating the effectiveness and relevance of the EWP, and making recommendations for enhancement and integration of the programme and services;

3.1.3. Consultant to meet with the PPECB's coordinator quarterly to discuss the various aspects of the programme, delivery, and feedback.

3.1.4. First line consultation / care to be available 24 hours a day and 7 days a week via toll-free telephone and email to all employees and their immediate household members, for a wide range of personal and work-related problems which may include:

3.1.4.1 Psychosocial

- Family, relationship or marital problems, sexuality problems, parent-child difficulties, child behavioral or emotional problems, suicide, anger and violence.

- Any individual needing assistance with gambling, alcohol or substance dependency will be assessed and if highly motivated to change he or she will be assisted with counselling.

- Mental health disorders such as anxiety, depression or stress, issues relating to bereavement and loss; and

- Emotional and adjustment disorders.

(Please note that the capitation cost of the service should make provision for employees to have counselling sessions per event available to them during the resolution of their problems.)

3.1.4.2 Management Consulting

- Care Centre services will be provided to the Manager on two levels, namely:
  - Services to address the managers' needs regarding problem employees will be addressed, wherein consultation with the manager will occur to obtain background information regarding the employee's problem, and his/her own management of the situation. He/she will be further supported, and his/her skills will be developed further in respect to his/her own people skills or personal needs.

  - Services to help managers to deal with troubled employees via a five-stage process consisting of engagement, assessment, intervention, action planning and follow-up. The consultation may be conducted by telephone, online and / or in person, depending upon the needs and location of the manager. Support for management will include, but is not limited to employee performance, safety and conduct, incapacity management, absenteeism and resilience enhancements etc.

3.1.4.3 Critical Incident Stress Management (CIMS)

- The core components of the CISM are:
  - Critical incident education and preparedness: Critical incident education can be provided to an organisation prior to an event. The fee which will be quoted will include consultation with management. Training sessions for employees and management can also be provided when requested and will also be on a fee for service basis. The corporate health consultant of the employee wellbeing programme addresses the client organisation's potential risk for a critical incident and encourages the organisation to develop a critical incident policy and a CISM plan.

  - Defusing: Defusing is a short version of the more formal debriefing process and is usually performed on the same day as the critical incident. It is typically informal and supportive. The goal is to defuse the impact of the event in small, structured group discussions for purposes of assessment, triaging, and acute symptom mitigation.

  - Critical incident stress debriefings (CISDs): The formal CISD is a group meeting typically facilitated by a mental health professional.

- Post trauma counselling: Counselling is recommended if the post trauma stress reactions persist for more than a few weeks or if the reactions are too overwhelming for the individual to cope with everyday living. This is normally done through an individual access of the employee wellbeing programme.

- In the Initial Unit Fee, the Service Provider will include five (5) CISD sessions per annum.

3.1.4.4 Financial

- All eligible employees and their immediate household members are able to access support telephonically and online for 24/7 and must be assisted in the most understood languages by South African citizens.

- Individuals are to be provided with general advice, counselling, and coaching through telephonic or online access to personal financial advisors who are skilled in financial matters relating but not limited to: Debt counselling; credit reports; financial planning; budgeting; and general financial issues.

3.1.4.5 Legal Services

- All eligible employees and their immediate household members are able to access support telephonically and online for 24/7 and must be assisted in the most understood languages by South African citizens.

- The member and his/her immediate family would be entitled to utilise the advice service as frequently as required provided that the assistance shall be furnished to the member directly and only on legal matters pertaining to the member and in his or her personal capacity.

- The legal services to employees would consist of general telephonic assistance which covers any legal matter. Assistance and advice could, for example, be offered on criminal offences, fines, debt, contracts, divorce, maintenance, and any other legal query.

- Support network **-** if more substantial legal assistance is required by an employee, he/she will be able to access a country-wide panel of approved attorneys, but such assistance will be based on attorney-client basis, for the employee’s own account.

3.1.4.6 Fitness and Nutrition Support Services

- Access to a qualified personal trainer in order to discuss needs, interests, and goals, then build a personalised workout plan or to obtain motivation and expert fitness guidance.

- Access to a nutritional consultation service that can help employees and their immediate family members make positive changes to their diet and lifestyles by:
  - A Registered Dietitian to assess eating habits, identify dietary concerns, assist with personalised eating plans and answer any questions employees may have.
  - Three (3) hours of consultation a year from a Registered Dietitian to assist with the creation of personalised nutrition programmes.
  - Providing educational materials to help employees along the path to healthier eating habits.

3.1.4.7 Career guidance

- Access to qualified professionals that provide career guidance services which are diverse in their focus and may include:
  - helping employees adapt to structural changes, embark on lifelong learning, improve skill use, commit to career progression, and increase motivation and job satisfaction.
  - specific information about the needs of employees' qualifications and personal development for specific job positions. The information must be available in different forms/methods to be accessible to all employees, including those with no access to computers.
  - Motivating employees to pursue relevant business courses and workshops that will further their career advancement; and
  - helping employees to keep up with what is happening in the wider industry in terms of job trends and requirements.

3.2. Policy and Procedure Development

3.2.1. In partnership with the PPECB, develop a policy and procedure or evaluate existing policy and procedure in which the purpose and scope of the EWP would be outlined, along with procedures for accessing the service (either on a self-referral, management-referral or formal referral basis) and the confidentiality practices to be applied within the service. This is to ensure alignment of wellness with the organisational culture.

3.3. Communication and Promotional Activities

3.3.1. To ensure that all employees are informed about the benefits of the EWP as well as the channels for accessing the service via Emails, Text/SMS/WhatsApp, Online / face-to-face meetings, and Short recorded videos.

3.3.2. To develop communication and promotional campaigns which will ensure that:

- The EWP is properly positioned within PPECB;
- The understanding and use of the EWP is encouraged amongst the employees population;
- Self-referral and early intervention including self-help guides are encouraged for employees and can be referred to repeatedly and shared with family members;
- Line Managers understand how they can use the EWP as a tool for managing an employee whose work performance is impaired due to health and wellbeing problems;
- Employees are reached in the most effective manner, i.e., in both electronic and printed format;
- The Service Provider acts as a communication partner to PPECB by participating in existing internal communication and events, either by providing content or as an active participant; and

- The Service Provider acts as the link between the PPECB and the practitioners that work with Employees (who receive treatment).

3.3.3. The Service Provider will be responsible for the content development and production of channels to communicate the Employee Assistance Programme (“EAP”) to employees. These will include electronic channels (website, app, electronic newsletter, SMS and email) as well as printed material consisting of wallet cards, brochures and posters.

3.3.4. E-mails and electronic newsletters will be sent to the PPECB for internal disseminations; SMS campaigns will be disseminated by The Service Provider and printed material will be delivered to PPECB internal EAP champions.

3.4. Employee and Manager Orientations

3.4.1. Management & Supervisory Orientation:

- In addition to the more extensive training of EAP-related aspects as indicated above, supervisors and managers on all levels should also be trained in the essentials of the EAP to enable them not only to understand the components of what it offers them and their employees, but also to utilize it efficiently in the management of the wellbeing-related issues that impact negatively on the workplace, such as poor work performance, alcohol and drug abuse, fatigue, stress and other workplace-related problems.

- The training would be designed to maximise each participant’s skill in using the EAP as a management tool as well as to ensure high levels of enthusiasm for the programme amongst supervisors and managers.

- These sessions can be conducted online and / or at different PPECB sites within each region to groups of twenty to thirty participants each. Training would be recommended for new supervisors whenever there are enough participants for the group interaction to be effective.

3.4.2. **Employee Orientation:**

- The Service Provider must include orientation sessions in the capitation fee which will be presented to groups of employees at the beginning of the programme, during the induction of new employees and as negotiated throughout the contract term. These sessions will be designed to inform employees of the services available to them under the Employee Assistance Programme and will proactively encourage them to use the programme. These will be facilitated in a way to create a positive attitude about seeking services and dispel any myths and negative perceptions about the nature of the employee’s problems.

3.5. Reporting

3.5.1. To continuously evaluate the service and provide management information to the PPECB that will support managers to optimise the impact of the EWP. A report must be provided which show how the data was collected and evaluated to determine how successful the programme has been and in what ways it can be improved.

3.5.2. To have a computer-based information tracking system in place that enables it to provide PPECB with useful, timely information about their EWP (e.g., a dashboard). This system should enable the

Service Provider to provide comprehensive and customised management reports which will provide a comprehensive overview of service utilisation and management information based on trends identified at any point in time or during the reporting period.

3.5.3. To provide the PPECB with quarterly reports which will contain a comprehensive service overview report, inclusive of an executive summary; overview of usage; trends; range of activity details and recommendations based on key findings. Quarterly reports will be provided within fifteen (15) days of close of the quarter.

3.5.4. Ad hoc reports may be requested as well as dashboard reporting for various management meetings.

3.6. Health and Wellness Days

- Personalized health risk assessments which will form part of wellness day offering.
- Support and engagement with employees after health risk assessments as part of a follow-up plan.
- Managing wellness days from project planning, sourcing providers, engagement with on-site divisions and managing the overall event.
- Annual wellness day event with the option of having it live and online for all employees, and pre-recordings for employees to download after the event.

3.7. Occupational Health and Safety

- In partnership with the PPECB or assist the PPECB's to put into place necessary protocols and procedures to ensure compliance with Health and Safety legislation and ISO standards.
- Assist the PPECB to build a culture of safety through injury and illness prevention campaigns and training or workshops relating to COIDA, ISO, medicals, working on heights and confined spaces, first aid, firefighting, etc.

3.8. Training for Line Manager Training on Employee Mental Health Matters – 4 groups

- Course content: Managing Employee Mental Health Matters
- Audience: For about 40 managers
- Medium: Online via MS Teams
- Duration: 1/2-day duration per group
- Number of attendees: Attendees to be split over 4 training groups
- Indicate cost per group

4. TERMS AND CONDITIONS OF BID

3.1 Bid Submission

All quotations must be submitted to the address and instructions stipulated in the SBD1 or in the following method:

Via email to **Bukelwal@ppecb.com**

This submission must contain all information and documentation relating to the **RFQ/Wellbeing/2025/10**

Closing Date.

3.1.1 Bids must be delivered by the stipulated date and time to the correct address. Late bids will not be accepted for consideration.

3.1.2 PPECB reserves the right to extend the closing date. Bidders invited to bid, will be informed should the closing date change.

3.2 Revisions to Request for Quotation.

If it becomes necessary to revise any part of this Request for Quotation, an addendum setting out such revisions will be provided to all Service Providers by email.

3.3 Bid Validity Period

The quotation must be valid for the duration specified on page 1 (Bid Validity Period).

3.4 CSD Registration

3.4.1 Only bid responses from bidders that are registered on the Central Supplier Database (CSD) will be considered.

3.4.2 Bidders are required to register on the CSD and to include in the SBD1 the Master Registration Number to enable the PPECB to verify the supplier's status on the CSD.

3.4.3 Responses from bidders not registered on the CSD at bid closing time or bidders that is prohibited from doing business with the state will be disqualified.

3.5 Acknowledgement and Acceptance

The bidder warrants by signature in this document that the bidder has read and accepts each page of the RFP, including the terms and conditions of this bid.

3.6 Insurance.

3.6.1 The successful Service Provider will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of all descriptions issued in connection with this Request for Proposal.

3.6.2 Upon award of contract and prior to beginning work, the successful Service Provider must provide proof of insurance. Insurance must be maintained for the duration of the contract.

3.7 Response Preparation Cost and Ongoing Engagement

The PPECB is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

3.8 Reservations

3.8.1 PPECB's decision/s regarding the acceptance or non-acceptance of a quotation shall be final

3.8.2 Proposals shall be considered and evaluated against a pre-determined evaluation value structure determined by PPECB. All Suppliers shall provide all information requested in this RFP to facilitate the evaluation process. Suppliers shall strictly adhere to the instructions stated in this RFP.

3.8.3 PPECB may, during and after the evaluation of the Proposals and in its sole and absolute discretion, decide to:

- Accept a Quotation other than the lowest priced quotation.
- Refuse to consider any Quotation not conforming with the requirements of this RFP.
- Ask any Service Provider to supply further information after the closing date.
- Cancel this RFP or any part thereof at any time.
- Award the contract pursuant to this RFP or any part thereof to any one or more Suppliers,
- Not to award the quotation at all.

3.9 Data Protection

3.9.1 The bidder herewith consents to the processing of it's Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the evaluation, adjudication, and appointment of a successful bidder.

3.9.2 Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for this bid.

3.9.3 The bidder consents that PPECB may verify personal information, where necessary, with the National Treasury CSD website and any other regulatory/ industry or any accredited/certification bodies.

3.9.4 Should the bidder wish to withdraw its consent as discussed above at any time, it must do so in writing and address such notification to the Procurement Manager of the PPECB.

3.9.5 The personal information collected for the purpose of this bid will be retained for a period of three years after the bid has been awarded.

3.9.6 The personal information of the successful bidder must be retained in accordance with the PPECB's document retention policy.

3.9.7 Any personal information and Confidential Information of the PPECB which may be provided during the bidding process may only be processed by the bidder for the purposes of this bid.

3.10 News and press releases

3.10.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with PPECB.

3.11 Disclaimer

3.11.1 This RFP is a request for quotation only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties.

3.11.2 By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP.

3.11.3 The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the PPECB shall have no liability towards the bidder or any other party in connection therewith.

3.12 General Terms and Conditions

3.12.1 The attached terms and conditions must be signed and send back with the RFP response.

5. COMPLIANCE DOCUMENTS

The following documents are required for the proposal to be considered for evaluation process.

1. SBD1 – Invitation to bid.
2. SBD4 - Bidder's Disclosure.
3. Valid Tax Clearance Certificate or Pin.
4. Valid BEE Certificate or EME/QSE Affidavit.
5. SBD6.1 – Preference Point Claim Form.
6. Central Supplier Database Registration (CSD) Report – Proof of CSD registration.

7. Index to Responses and Documents - Ensure that responses and documents are marked clearly by page numbers or document descriptions.

6. RFP EVALUATION PROCESS AND CRITERIA

All quotations or bids will be evaluated according to the following stages. Should a bidder fail any of the previous stages, they will be disqualified and not be considered for the next evaluation stage.

6.1 Stage 1 – Compliance Evaluation

Bidders must comply with all the terms and conditions of the RFP and must submit all returnable documents as listed in **Section 5.1**. Bidders must ensure that they complete and sign returnable documents.

6.2 Stage 2

No.	Mandatory Functional/Technical Evaluation Criterion	Comply	Comments / X-Ref in Quotation
1.	National Footprint for Face-to-Face Counselling and Trauma Counselling as and when required in all provinces (Failure to have a footprint in all provinces may lead to non-responsiveness)	Office addresses and GPS coordinates	
2.	Availability of multidisciplinary health and wellness professionals	☐ YES ☐ No	
3.	First line consultation for 24 hours a day and 7 days a week via toll-free telephone (with a callback facility) and email	☐ YES ☐ No	

6.3 Stage 3 - Functional/Technical Evaluation

A technical evaluation will be conducted to determine the preferred supplier.

Weighted Functional Criteria

Bidders will be evaluated based on the following Weighted Functional Evaluation Criteria.

Bidders to indicate where the relevant information is contained within the proposal and/or submission i.e., labels, page numbers etc. It should be noted that if information is not submitted or does not meet the required criteria, no scoring will be done.

No.	Evaluation Criterion	Minimum Points	Maximum points
1.	**References (Annexure A)** The reference from your current and or previous client in the past 5 years, should be services similar or relevant to the scope of work i.e., Employee wellness related. Bidders are required to complete Annexure A fully. If reference letters can be provided, these can be attached to Annexure A. • 5 References = 25 points • 4 References = 20 points • 3 References = 15 points • Less than 3 = 0 points	15	25

2.	**Company Experience (Annexture B)** Experience in providing EWP service (To include previous client names, services provided and period). The bidder(s) must provide detailed company information detailing its years of experience in conducting similar scope of work. • More than 5 years' experience = 20 points • 3 - 5 years' experience = 10 points • Less than 3 years' experience = 0 points	10	20
3.	**Methodology and Approach** Provide a methodology and approach that aligns with the scope of work and requirements of the EWP. Demonstrate customization/understanding of the PPECB needs and bidder to provide a solution in line with the scope of work. • Detailed methodology and approach that will be applied based on the requirements or scope of work = 40 points • High level overview methodology that will be applied based on the requirements or SOW= 20 points • Not all methodology and approach met based on the requirements or SOW = 0 points		40
5.	**Communication and Promotional Activities (20)** • List of channels for accessing the service e.g., via Emails, Text/SMS/WhatsApp, Online /face-to-face meetings, and Short recorded videos = 10 points • Confirmation of content development and production of channels and campaigns to communicate the Employee Assistance Programme = 10 points **Orientation and training for all personnel (20)** • Orientation programme for various levels of all employees with PPECB = 10 points • Management/supervisory training and orientation = 10 points		40
6.	**Reporting** • Conducting surveys to evaluate the service and provide management information = 20 points • Computer-based information tracking system in place that provides a dashboard. (20 points) • Quarterly & Ad hoc reporting and suggestions for targeted interventions e.g., Utilization report (service type utilization, interventions, recommendations etc.) o Provide an Impact Assessment Report. (20 Points)		60
7.	**Participation and Membership** • Participation in World Health calendar events such as World Aids Day = 10 points • Membership to The Employee Assistance Professionals Association = 10 Points		20
	Total Points		**205**

Functional Threshold

The minimum functional threshold is **180 Points**. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where appliable.

6.4 Stage 3 - Price / Preference Evaluation

Bidders that passed the previous evaluation stage(s) will be evaluated on one of the following two options:

6.4.1 **Price and Preference** - Where the price of the lowest acceptable bidder is R2,000 or greater, the bid will be evaluated using the 80/20 preference point system as per the current Preferential

Procurement Regulations.

6.4.2 **Price** - Where the price of the lowest acceptable bidder is less than R2,000, the bid will be evaluated using price as the key determinant.

6.5 POINTS AWARDED FOR SPECIFIC GOALS

6.5.1 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:

6.5.2 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—

6.5.2.1 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

6.5.2.2 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.)

No	Specific Goal	Supporting Evidence	Preference Points	Number of points claimed (80/20 system) (To be completed by the bidder)
1	Small business including EMEs or QSEs;	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	**Total Points: 20** EME = 20 QSE = 20 Enterprises with turnover above R50m = 5	
	Total Specific Goals		**20**	

6.6 Stage 4 - Objective Criteria

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the PPECB may consider the following objective criteria in the bid award:

6.6.1 The risk of fruitless and wasteful expenditure to the PPECB.

6.6.2 The risk of an abnormally low bid.

6.6.3 The risk of a material irregularity.

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6.6.4 The PPECB reserve the right not to consider bids from Bidders who are currently in litigation with the PPECB; and

6.6.5 The PPECB further reserve the right not to award this tender to any Bidder based on the proven poor record of accomplishment of the Bidder in previous projects within the PPECB and the referee submitted by the Bidder.

7. SPECIFICATION APPROVAL

Specification Expert: Njongo Duma ………. **Date:** 15/10/2025………………………

Executive: Pinki Luwaca ……………………………………………. **Date:** 15/10/2025……………………………

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8. DECLARATION BY THE BIDDER

Only bidders who have completed the declaration below will be considered for evaluation.
RFP No: ……………………… --/-- …………………………………………

I hereby undertake to render services described in the attached RFP documents to PPECB in accordance with the requirements and task directives / proposal specifications stipulated in RFP mentioned above at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the PPECB during the validity period indicated and calculated from the closing date of the proposal.
I confirm that I am satisfied with the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.
I declare that I have not participated in any collusive practices with any bidder or any other person regarding this or any other proposal.
I accept that the PPECB may take appropriate action should there be a conflict of interest or if this declaration proves to be false.

I confirm that I have read and accepted each page for this RFQ
I confirm that I am duly authorized to sign this proposal.

NAME (PRINT) .... Signature ....

WITNESSES:
1 ....

2 ....

Annexture A

No.	Client	Contact person details (number and email)	Description/Scope of the work	Duration
Example	PPECB	Sango Jikani +27 21 930 1134 SangoJ@ppecb.com	Configuration, security settings, and overall management of the on-premises AD environment, identifying potential risks and areas for improvement	2016 to 2022
1.				
2.				
3.				
4.				
5.				
6.				

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Annexture B

No.	Client	Contact person details (number and email)	Description/Scope of the work	Duration
Example	PPECB	Sango Jikani +27 21 930 1134 SangoJ@ppecb.com	Configuration, security settings, and overall management of the on-premises AD environment, identifying potential risks and areas for improvement	2016 to 2022
1.				
2.				
3.				
4.				
5.				
6.				

If more space is required, kindly make a copy of this page and attach.

SBD 3.2

PRICING SCHEDULE
PROVISION OF EMPLOYEE WELLBEING PROGRAMME

Name of Bidder…………………………………………………………………Bid number... **RFQ/HC/WELLBEING/2025/10**

Closing Time 16:00 …………………………………………………. Closing date… 24 October 2025………

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

ITEM	**DESCRIPTION**				**TOTAL COST**
1.	Cost of the employee wellbeing programme based on 1500 PPECB Employee.				
	TOTAL				
	VALUE ADDED TAX				
	TOTAL INCLUSIVE OF VALUE ADDED TAX				

Pricing note

1. The service provider must provide a detailed quotation for each of the services above.
2. The bidder's breakdown must include the total cost per employee for year 1 to 3. These costs must be multiplied by the 1500 PPECB employees to get a total for year 1 to 3. The total for the 3 years must then be inserted into the table above.
3. It should be noted that the 1500 is an estimate only and used for evaluation purposes. The services will be used on as and when required basis.
4. **It is critical that the bidders submit a cost per employee and the total cost for year 1 to 3 in their breakdown. Failure to follow these may lead to non-responsiveness. Refer to the below annexure.**

Pricing Annexure

Variable quantity of 1500 employees

Years	Cost per employee	Total cost for years
Year 1		
Year 2		
Year 3		
Total		

The total for the year must be carried over to the above SDB document. Please provide a breakdown as well.

PURCHASE ORDER TERMS AND CONDITIONS

The following Terms and Conditions apply between the PPECB and the SUPPLIER.

1. INTERPRETATION AND APPLICABILITY

1.1. In this Terms and Conditions of Purchase, unless the context indicates otherwise;

1.1.1. **“Agreement”** / **“Terms and Conditions”** means this Purchase Order Terms and Conditions;

1.1.2. **"Confidential Information"** means any information or data, including any Personal Information, shared by the Disclosing Party which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means, including all information relating to the Disclosing Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a Party, information relating to the Services and information relating to its clients and facilities;

1.1.3. **"Data Protection Legislation"** means any and all applicable laws relating to data protection in force in the Republic of South Africa, including but not limited to the Protection of Personal Information Act No. 4 of 2013;

1.1.4. **"Disclosing Party"** means either Party and/or any third Party to the extent that it discloses any Confidential Information in terms of this Agreement;

1.1.5. **“Goods”** means the movable Goods to be supplied and delivered by the Supplier to the PPECB, as described in the Purchase Order;

1.1.6. **“PPECB”** means the Perishable Products Export Control Board;

1.1.7. **"Personal Information"** is Personal Information as defined in the Protection of Personal Information Act No. 4 of 2013;

1.1.8. **“Purchase Order”** means the Purchase Order issued for this transaction and to which these Terms and Conditions are attached;

1.1.9. **"Receiving Party"** means the Party, other than the Disclosing Party, to the extent that it receives any Confidential Information from the Disclosing Party;

1.1.10. **“Services”** means the Services to be rendered by the Supplier to the PPECB as described in the Purchase Order;

1.1.11. **“SUPPLIER”** means the natural person or juristic person described in the Purchase Order.

1.2. Save for as set out below, in the event of any conflict, ambiguity or inconsistency between these Terms and Conditions and any other document relating to this transaction, including any Terms and Conditions in any invoice, proposal or other SUPPLIER document, these Terms and Conditions shall prevail.

1.3. Any Terms and Conditions incorporated in or affixed to the SUPPLIER’s quotation will be of no force and effect, unless the PPECB has agreed to them, or to any part thereof, expressly and in writing.

1.4. These Terms and Conditions will only apply and be binding on the Parties where there is no agreement in place between the Parties regarding the purchase of the item/s and/or service/s, described in this Purchase Order.

2. ACKNOWLEDGEMENT AND ACCEPTANCE OF THE ORDER

2.1. Acceptance of the order must be acknowledged by the SUPPLIER in writing.

2.2. Without such written acceptance, execution of the order whether partially or complete, is in itself an acceptance of the Purchase Order and this Terms and Conditions by the SUPPLIER.

3. PRICES

3.1. FIXED PRICES

3.1.1. Unless otherwise agreed upon by the PPECB and the SUPPLIER in writing, prices shall be considered to be fixed and will not be subject to change.

3.1.2. For avoidance of doubt, clause 3.1.1 includes prices subject to fluctuations in the exchange rate, the price quoted must be done on a fixed rate of exchange and will not be subject to change.

3.1.3. Prices will include the cost of delivery as per the delivery address indicated on the Purchase Order.

3.1.4. Where prices are subject to change, such changes will be calculated on the basis set out in the Purchase Order, or as accepted by the PPECB in writing.

3.1.5. Should the basis not have been agreed upon prior to the issue of this order, then documentary proof of all changes shall be furnished by the SUPPLIER and the price shall then be subject to acceptance by the PPECB in its sole discretion.

3.1.6. If the changed price is unacceptable, then the PPECB shall be entitled to cancel the order with immediate effect and without prejudice.

3.1.7. Unless stipulated to the contrary in the order, additional charges of whatsoever nature will not be accepted by the PPECB unless the SUPPLIER has obtained acceptance in writing of such additional charges prior to the performance or delivery of this order.

3.2. DISCOUNT

3.2.1. All discounted rates, including early payment, should be communicated to the PPECB and reflected as a separate invoiced amount.

4. TERMS OF PAYMENT

4.1. Unless other arrangements have specifically been agreed upon in writing, the PPECB shall pay the SUPPLIER for the Goods and Services within thirty (30) days of the receipt by the PPECB of a correct, undisputed, and properly due statement.

4.2. The PPECB shall not be liable for any amounts not explicitly set out in the Purchase Order, or as agreed by the Parties in writing.

4.3. INVOICING

4.3.1. Invoices, reflecting the PPECB order number, shall be submitted to the PPECB by the SUPPLIER within seven (7) days of the date of delivery of the Goods, if it is not delivered with the Goods.

4.3.2. Each invoice must be a valid tax invoice and shall contain a sufficient and correct description of the Goods and/or Services and must reflect the correct order number as set out in the Purchase Order.

5. DELIVERY

5.1. The SUPPLIER shall immediately notify the PPECB in the event that the SUPPLIER's timely performance under this Purchase Order is delayed or likely to be delayed, in whole or part, and the SUPPLIER shall provide all available information of such delay. Such notice shall not constitute a waiver by the PPECB of any of the SUPPLIERs obligations hereunder.

5.2. If only a portion of the order is available for delivery, the SUPPLIER shall, on agreement by the PPECB, deliver the available Goods and/or Services, and deliver, at the SUPPLIER'S own cost, the remaining portion of the order as per the new agreed delivery date.

5.3. If the SUPPLIER fails to deliver the Goods and/or Services on or before the delivery date, and fails to notify the PPECB of any delays, or then fails to deliver as per the new agreed date, then the PPECB reserves the right to cancel the order entirely or partially, and in which event the PPECB shall, at its sole discretion, be entitled to recover any loss or damages suffered as a result of late delivery by the SUPPLIER, or the cancellation of this order by the PPECB.

5.4. Any Goods delivered that do not comply with the specifications of this order, or out of box failures shall be returned / collected by the SUPPLIER at the SUPPLIER's own cost.

5.5. The PPECB reserves the right to amend the delivery date originally specified in this order provided that the date of delivery shall not be advanced without the consent of the SUPPLIER.

5.6. All Goods and/or Services delivered must be accompanied by a delivery note and every delivery note or invoice delivered shall:

5.6.1. Be accompanied by a waybill which shall reflect the SUPPLIER's name, PPECB order number, and an accurate description of the Goods delivered; and

5.6.2. Include the serial number of equipment, where applicable.

6. PACKAGING AND SHIPMENT

6.1. All equipment ordered shall be suitably packed or otherwise prepared and to meet shipping agent requirements.

6.2. Returnable containers shall be clearly marked as returnable and show the name of the SUPPLIER and the price chargeable if not returned.

6.3. If the shipment is not forwarded according to the PPECB's instructions, the difference in cost will be charged to the SUPPLIER.

6.4. No charges will be allowed for containers, crating boxing, drayage, etc. unless agreed to between the Parties prior to delivery of any orders.

7. QUALITY AND SPECIFICATION

7.1. Goods and Services delivered shall be in compliance with the order and shall be to the complete satisfaction of the PPECB. If the Goods do not comply with these requirements, the PPECB shall, at its sole discretion, be entitled to:

7.2. Call upon the SUPPLIER to make good any defects in workmanship and material within a specified period at the cost of the SUPPLIER; or

7.3. Refuse to take delivery, or, having taken delivery, to reject the Goods and service and to recover from the SUPPLIER all direct costs and damages sustained by the PPECB arising from the SUPPLIER's breach of the conditions; or

7.4. Purchase Goods and Services of the specified quality on the open marker, in which case, the excess between the price then paid and the price agreed to in terms of this order shall be payable by the SUPPLIER to the PPECB.

8. CONFIDENTIALITY

8.1. The Parties shall keep confidential and shall not disclose to any third Party (other than for the purposes of performing Services under this Agreement) any of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Agreement or at any time thereafter.

8.2. The provisions of 8.1 shall not apply to any confidential information which:

8.2.1. is or hereafter becomes part of the public domain (otherwise than as result of a breach of the provisions of 8.1 above);

8.2.2. can be shown to have been lawfully in the possession of the Receiving Party, or its affiliates, prior to its disclosure and is not subject to any existing Contract between the Parties and/or their affiliates;

8.2.3. is acquired by a Party or its affiliates independently from a third Party, who lawfully acquired such information without restriction, or information which acquired or developed by a Party or its affiliates independently without access or reference to Confidential Information of the Disclosing Party; or

8.2.4. is disclosed or released with prior written authorisation by the Disclosing Party to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.

8.3. In the event of termination or cancellation of this Agreement, the SUPPLIER shall return all PPECB Confidential Information to PPECB or destroy such Confidential Information and provide a signed certificate of destruction, at PPECB's election.

9. INTELLECTUAL PROPERTY

9.1. All Intellectual Property Rights belonging to a Party and/or its licensors prior the Effective Date will remain vested in that Party and/or its licensors.

9.2. Unless agreed by the Parties to the contrary, reduced to writing and signed by both Parties, all Intellectual Property rights in all proposals and documentation furnished by the PPECB in or in relation to this Agreement are and shall remain at all times vested in the PPECB.

9.3. All Intellectual Property Rights in and to any PPECB Materials shall vest in and shall remain vested in PPECB and where the SUPPLIER is provided access to any PPECB Materials, the SUPPLIER shall use such PPECB Materials strictly in accordance with the terms of this Agreement. the SUPPLIER shall perform all such actions and take all such steps as may be reasonably required for the purpose of preserving or perfecting such vesting and shall only use PPECB Intellectual Property in accordance with this Agreement.

9.4. In the event of termination or cancellation of this Agreement, the SUPPLIER shall return all PPECB Intellectual Property to PPECB.

9.5. Neither Party's trademarks nor brands shall be used by the other Party for any purpose without obtaining prior written consent of the relevant Party and then only in the manner prescribed.

10. INDEMNITY

10.1. The SUPLLIER hereby indemnifies the PPECB against any loss or damage to the property or person resulting from or in connection with the work or Goods or materials furnished by the SUPPLIER or by any sub-contractor hereunder.

10.2. SUPPLIER confirms that it is aware of the provisions of section 21 of the Perishable Products Export Control Act 9 of 1983. SUPPLIER indemnifies and holds the PPECB, its employees, officials, and board members harmless against any claim as envisaged in the said section 21, notwithstanding the provisions of Section 20.

11. RISK

11.1. The SUPPLIER shall be liable for all loss and damage to the Goods from whatsoever cause arising, until the Goods have been delivered to and accepted by the PPECB, or its receiving agent. Rejected Goods shall be held by the PPECB for collection by the SUPPLIER if required, at the SUPPLIER's sole risk and cost. Such rejected Goods shall, at the PPECB's sole discretion, be replaced with new Goods meeting the required specifications by the SUPPLIER forthwith

11.2. The PPECB cannot be held liable for any loss, direct or indirect, including loss to third Parties, arising while Goods ordered are in transit prior to delivery.

12. GUARANTEE

12.1. The SUPPLIER undertakes to deliver Goods and Services that are free from defects. Further to this the SUPPLIER guarantees the Goods and Services delivered to be as specified in this order and free from defects in workmanship and material for a period of not less than twelve (12) months from the date of delivery. This guarantee shall be over and above any rights and remedies which the PPECB has at law. The SUPPLIER shall replace, free of charge, all such Goods and Services which fails to meet this guarantee.

13. TRADEMARKS AND PATENTS

13.1. The SUPPLIER shall indemnify the PPECB against any and all liability, damage, costs, claims or expenses which may be suffered by the PPECB by reason of any claims, demands or actions brought against the PPECB and/or its customers for actual or alleged infringement of any trade Mark, Letters Patent, Copyright or other similar protection by reason of the manufacture of Goods or materials covered by this order by the SUPPLIER, the resale thereof by the PPECB, or use of said Goods or materials or any part thereof for purpose known to SUPPILER.

14. RESTRICTED DATABASE OF SUPPLIERS

14.1. The PPECB may terminate this agreement with immediate effect if the SUPPLIER is listed on National Treasury's database of restricted suppliers.

15. DISPUTES

15.1. If there is any dispute regarding the interpretation of this Agreement, or if there is any other dispute between the Parties arising from or in connection with this Agreement or action taken pursuant to its provisions or its termination, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. This clause does not detract from a party's right to institute action or motion proceedings in the High Court or any other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement.

15.2. If after thirty (30) days the Parties have failed to resolve their dispute or difference by mutual consultation, then such matter ("the Dispute") shall be determined by an independent expert in the particular field.

15.3. Within 5 (five) days after the failure to resolve the dispute, the Parties shall agree upon such independent expert.

15.4. Such expert shall act as an expert and not as an arbitrator and shall in his sole discretion lay down the procedure to be followed and the manner in which evidence, if any, shall be allowed.

15.5. The dispute shall be determined in Cape Town, Republic of South Africa.

15.6. This Agreement shall be governed by the laws of the Republic of South Africa.

16. AMENDMENT OF THE ORDER

16.1. Any amendments to this Terms and Conditions or the purchase order shall only be of force and effect, if confirmed in writing and accepted by the PPECB and the SUPPLIER.

16.2. If such amendment affects the prices or the agreed delivery date, then the SUPPLIER shall notify the PPECB in writing and such changes shall only be of force and effect if agreed upon by the PPECB.

17. GENERAL

17.1. All the work, including preliminary work, relating to any of the products supplied in respect of a purchase order, shall remain the property of the PPECB and may not be reproduced in any form without the PPECB’s written permission.

DATA PROTECTION ADDENDUM

(to be signed by the SUPPLIER and returned to the PPECB)

1. DATA PROTETION

1.1. The SUPPLIER acknowledges that the Parties are required to Process each other's Personal Information insofar as is necessary for each Party to comply with its obligations in terms of this Purchase Order.

1.2. The SUPPLIER shall Process such Personal Information only:

1.2.1. in compliance with Data Protection Legislation, the PPECB's instructions and these Terms and Conditions;

1.2.2. for purposes connected with performing in terms of this Purchase Order or as specifically otherwise instructed or authorised by the PPECB in writing.

1.3. The SUPPLIER shall treat the Personal Information that comes to its knowledge or into its possession as confidential and the SUPPLIER shall comply with all the provisions of this clause, and not disclose such Personal Information without the prior written consent of the PPECB.

1.4. The SUPPLIER warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

1.4.1. Loss of, or damage to, or unauthorised destruction of the Personal Information; and/or

1.4.2. Unlawful access to or unlawful Processing of the Personal Information.

1.5. The SUPPLIER agrees that it may not modify any Personal Information which comes into its possession in terms of the Agreement, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such Personal Information, other than as specifically permitted herein or as directed by the PPECB in writing.

1.6. The SUPPLIER shall notify the PPECB in writing:

1.6.1. within 1 Business Day or otherwise as soon as reasonably possible if any Personal Information has been or is reasonably believed to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under the Agreement. Such notification must provide sufficient information to allow affected individuals to take measures against the potential consequences of the compromise, including, if known to the SUPPLIER, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

1.6.2. within 3 Business Days of receipt thereof, of any request for access to Personal Information or correction of Personal Information or complaints received by the SUPPLIER and provide the PPECB with full details of such request or complaint; and

1.6.3. Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any regulatory, supervisory, or governmental body whatsoever.

1.7. The SUPPLIER acknowledges and agrees that the PPECB and/or the applicable Data Subject retains all right, title, and interest in and to the Personal Information. The SUPPLIER shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased, or otherwise disposed of to third parties by the SUPPLIER or commercially exploited by or on behalf of the SUPPLIER or its Staff.

1.8. Where applicable, the SUPPLIER shall not be entitled to transfer Personal Information to a foreign country unless the PPECB consents in writing to such transfer of Personal Information to the foreign country in question, which country must provide an adequate level of protection that effectively upholds the protection of Personal Information principles contained in these Terms and Conditions.

1.9 The SUPPLIER hereby consents to the retention and storage of its Personal Information pursuant to this Agreement on a private/public cloud hosted in Western Europe/European Union for the relevant retention periods as may be provided for by relevant statute(s), PPECB retention policy or this Agreement.

1.10. The obligations in this clause shall also apply to and extend to any Personal Information disclosed or received by the SUPPLIER prior to the signature date of the Agreement.

1.11. The SUPPLIER warrants that, where it discloses Personal Information to the PPECB that it has obtained the necessary consent of the relevant Data Subject who's Personal Information it is disclosing under the Agreement and/or is otherwise authorised to make such disclosure to the PPECB in accordance with Data Protection Legislation.

1.12. The SUPPLIER indemnifies the PPECB and holds the PPECB harmless from all losses, liabilities, penalties, fines, damages and claims, and related costs and expenses (including legal fees on the scale as between attorney and client, interest and penalties) arising from any claim or action brought against the PPECB due to the SUPPLIER's breach of the provisions of these Terms and Conditions.

1.13. Notwithstanding any other provision in these Terms and Conditions, this clause shall survive any termination, cancellation, or expiration of the Agreement.

REPRESENTING THE SUPPLIER

SIGNED AT

____

Date: ___________________________________2024.

Signed By: ____.

Designation: ______________________________________.

Signature: ____________________________________.

…………………………………………………………………………………………

Business Name

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
………………………………………………………………………….
………………………………………………………………………….

3 DECLARATION

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

……………………………… ………………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

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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

1.2 **To be completed by the organ of state**

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \text{ or } \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 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)	
1	Small business including EMEs or QSEs;	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	**Total Points: 20** EME = 20 QSE = 20 Enterprises with turnover above R50m = 5	
	Total Specific Goals		**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…………………………………………………………………….

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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: ………………………………………………………

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