

5/2/2/1(020)2025/2026

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND MAINTAIN AN E-VOUCHER MOBILE APPLICATION AND WEB-BASED MODULE OF THE “ONLINE PLATFORM FOR PRODUCER SUPPORT” FOR THE DEPARTMENT OF AGRICULTURE.

**CLOSING DATE: 22 JUNE 2026 @ 11:00**

**NB: THERE WILL BE A COMPULSORY BRIEFING MEETING IN PRETORIA AS FOLLOWS:**

**DATE: 04 JUNE 2026**

**VENUE: 503 BELVEDERE STREET, ACARDIA PRETORIA SEFALA BUILDING, BOARDROOM 611**

**TIME: 10:00.**

**NB: NO LATE COMERS WILL BE ALLOWED**

**TECHNICAL ENQUIRIES** : Ms. Motshidisi Sitali  
**TEL** : 012 312 9936  
**EMAIL** : [MotshidisiS@nda.gov.za](mailto:MotshidisiS@nda.gov.za)

**BID RELATED ENQUIRIES** : Mr. F Maseli  
**TEL** : (012) 312 8382  
**EMAIL** : [Mbulahenima@nda.gov.za](mailto:Mbulahenima@nda.gov.za)

**NB : The applicable preference point system for this bid is the 80/20 preference point system. (all applicable taxes included)**

**NB: BID CLOSING ADDRESS:**  
**DEPARTMENT OF AGRICULTURE, 600 LILLIAN NGOYI STREET, PRETORIA, 0001**

**TECHNICAL PROPOSAL PART 1 OF 2**

## LA 1.1



**agriculture**

Department:  
Agriculture  
REPUBLIC OF SOUTH AFRICA

**Directorate: Demand** and Acquisition Management Services:  
**Enquiries:** Mr Freddy Maseli: **Tel:** (012) 312 8382

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE LAND  
REFORM AND RURAL DEVELOPMENT

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**BID NUMBER: 5/2/2/1(020) 2025/2026**

**CLOSING TIME: 11H00**

**CLOSING DATE: 22 JUNE 2026**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE  
ACCEPTED FOR CONSIDERATION

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1. Kindly furnish us with a bid for services shown on the attached forms.
  2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
  3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
  4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
  5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 28 JUNE 2026**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

- 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.



## PART B TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

<sup>1</sup> 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 consortium<sup>2</sup> 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

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

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

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## 2. GENERAL CONDITIONS

2.1 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

### 2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 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.

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-</p> <p>a) Before 27 April 1994                      l. On or before 27 April 1994 and who would be entitled to acquire</p>	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of South African owned enterprises	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity**  $\times 8 \div 100 =$  number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
- **Percentage ownership equity**  $\times 5 \div 100 =$  number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
- **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
- **Percentage ownership equity**  $\times 2 \div 100 =$  number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
- **Percentage ownership equity**  $\times 3 \div 100 =$  number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.**

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

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 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above 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.

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

- 5.1 Will any portion of the contract be sub-contracted?  
(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: .....%
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

**6.3. 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]

- 6.4. 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP, PUBLISH AND MAINTAIN AN E-VOUCHER MOBILE APPLICATION AND WEB-BASED MODULE OF THE “ONLINE PLATFORM FOR PRODUCER SUPPORT” FOR THE DEPARTMENT OF AGRICULTURE**

**1. PURPOSE:**

- 1.1 To appoint a service provider to develop, publish and maintain an e-Voucher mobile application and web-based module of the “Online Platform for Producer Support” for a maximum period of 12 months (or less) and subsequently maintain the system for a period of 24 months.

**2. BACKGROUND AND CONTEXT**

- 2.1 The Department of Agriculture (DOA), through sub-programme National Extension Support Services (NESS), develops and coordinates the implementation of the national policies, norms and standards for Extension and Advisory Services (EAS) in the agricultural sector. The sub-programme further provides strategic leadership and guidance in the planning, coordination and implementation of EAS programmes in the sector.
- 2.2 The Department has, since the 2008/09 financial year, established and coordinated the implementation of the Extension Recovery Plan (ERP) in a quest to revitalise and improve the ailing Extension and Advisory Services in the country. One of the key challenges facing EAS is the lack of reliable and updated information to impart to producers as and when needed. The ERP is constituted by five pillars, one of which is Pillar 5: Provision of Information and Communication Technologies (ICT) infrastructure and other resources to Extension Practitioners. Under this pillar, an attempt is made to provide important ICT tools and resources to enable Extension Practitioners to deliver effective and efficient service to producers.

- 2.3 The DOA, through the Branch: Food Security and Agrarian Reform (FSAR), is currently developing the Online Platform for Producer Support. The system will contain four modules, namely Online Directory for Extension and Advisory Services, Farmer Register, e-Voucher, and Decision Support System (DSS). The Online Directory for Extension and Advisory Services contains information and contact details of Extension and Advisory Services officials of both public and private sector institutions. The farmer register contains the details of various categories of producers, including information regarding their farming enterprises and the type and magnitude of support they have received from the government. The e-Voucher Module and mobile application aim to improve the distribution of subsidised inputs and support to targeted producers. The DSS, on the other hand, will provide accurate information on agricultural activities along the value chain, including the following: weather, animal production, plant production, infrastructure, markets, and a Geographical Information System (GIS) interface.
- 2.4 The DOA, through the Office of Chief Information Officer (OCIO), has already developed the Online Directory for Extension and Advisory Services Module and has indicated that it does not have the capacity to develop two additional modules of the Online Platform for Producer Support (i.e., the Farmer Register and DSS). It is on this basis that the Branch: FSAR intends to appoint a suitable service provider for the development of an e-Voucher Module.
- 2.5 The e-Voucher Module and mobile application intend to manage the cashless value distribution of support to producers. In this regard, beneficiaries will receive the benefits of a vouchering system without ever coming into contact with funds, thereby ensuring that the benefits offered via the vouchers are used for their intended purposes. The system will, amongst others, ensure that value and packages of support are managed through a vouchering system. The e-Voucher Module and the mobile application should be accessible at national, provincial and district levels and should be linked to the existing central database of farmers (Producer/Farmer Register); e-extension (Decision Support System), and should have dedicated access portals for the various stakeholders such as suppliers, agro-dealers, and

financial institutions. Each stakeholder will have specific access rights that are linked to their portal.

### 3. OBJECTIVES

The objectives of the e-Voucher Module and related mobile application are to:

- 3.1 Ensure due diligence in the identification of beneficiaries to be supported under various government programmes using programme-specific criteria.
- 3.2 Facilitate beneficiary transaction tracking and monitoring through the system.
- 3.3 Ensure accountability, transparency, and segregation of responsibilities among the various stakeholders within the programme chain information in line with the programme Standard Operating Procedures (SOPs).
- 3.4 Ensure the system makes it easier for farmers to redeem agricultural inputs under the programme and that it adheres to technical requirements and standards.
- 3.5 Monitoring and providing an oversight of the progress and activities of all stakeholders involved in the programme.

### 4. SYSTEM CAPABILITIES

The e-Voucher Module inclusive of the mobile application should have the following minimum capabilities:

Table 1: System capabilities

Capability	Description	Module and/or Mobile App
<u>4.1 Role-Based Access Privileges:</u>	Access to the e-Voucher Module and mobile application should be controlled through reliable fine-grained roles-based access control and functionality privileges including dedicated access portals.	Module and Mobile App

<p><u>4.2 Integration to other Systems:</u></p>	<p>The e-Voucher Module and mobile application should have capabilities for integration to the existing central database of farmers (Producer/Farmer Register); e-extension (Decision Support System), and the Extension Directory, amongst other capabilities.</p>	<p>Module and Mobile Application</p>
<p><u>4.3 Beneficiary selection:</u></p>	<p>The system should enable the government to screen and select producers to be supported using programme-specific criteria. Some of the government support programmes will, in the future, require their own contribution in line with the National Policy on Comprehensive Producer Development Support (NPCPDS). The system should assign subsidy packages, as well as a subsidy approval process that aligns with government standard procedures for the assignment and approval of subsidies or support packages. Therefore, the system should be linked with participating financial institutions so that farmers' deposits can reflect on the system once cleared by the financial institution.</p>	<p>Module and Mobile Application</p>
<p>4.4 <u>Input catalogue management:</u></p>	<p>The e-Voucher Module should have capabilities for managing acceptable inputs and controls to restrict transactions for acceptable inputs only, which adhere to technical requirements and standards</p>	<p>Module</p>
<p>4.5 <u>Entitlement Management:</u></p>	<p>The e-Voucher Module should have capabilities for managing entitlements of beneficiaries and the associated process for assigning and activating entitlements.</p>	<p>Module</p>
<p>4.6 <u>Communication:</u></p>	<p>The system should enable government at various levels to issue text messages with a</p>	<p>Module</p>

	unique voucher number to approved producers, and provide such regular updates as and when producers redeem their vouchers. This functionality should also not be limited to the issuance of voucher numbers, but should also be used for early warning and advisory information that needs to be sent to specific farmers within the Producer/Farmer Register.	
4.7 <u>Supplier and agro-dealer portal:</u>	The system should enable participating suppliers and agro-dealers to register, sign-in and access transaction reports of all redeemed inputs linked to beneficiaries they serviced. It should further enable suppliers and agro-dealers to submit invoices together with any supporting documents at agreed intervals, and monitor progress in processing their invoices. All suppliers and agro-dealer invoices should be generated on the system and should be linked to inputs that were redeemed by producers.	Module and Mobile Application
4.8 <u>Payments Processing and Integrations:</u>	Workflow-based payments/invoice approval process and integration to banks.	Module and Mobile Application
4.9 <u>Inputs Redeeming and Authentication of Redeeming Transaction:</u>	The e-Voucher Module and mobile application should support Online and Offline Redeeming with a robust redeeming authentication process of transactions, including the usage of one-time passwords (OTPs).	Module and Mobile Application
4.10 <u>Audit:</u>	The e-Voucher Module and mobile application should include a complete audit trail of all transactions between the producers, suppliers/agro-dealers and financial institutions, including management of the beneficiary list and	Module and Mobile Application

	the associated entitlements. The system should be able to provide proof/evidence that the voucher was redeemed by the intended beneficiaries/producers.	
4.11 <u>Monitoring and evaluation:</u>	The system should enable superusers at various levels of government to access reports (e.g., number of producers supported in a specific province, district, local municipality; disaggregation of producers supported per type of support, disaggregation of the number of producer supported per specific category, gender, age group, racial group and other key indicators including persons with disabilities, military veterans etc.). The system should enable other capabilities for superusers, such as setting up packages, setting up input catalogue structure, entitlements, review, etc.	Module
4.12 <u>Grievance Redressal Support Features:</u>	The system should have dedicated features for tracing beneficiary transactions to address queries and mechanisms for receiving grievances from affected beneficiaries.	Module and Mobile Application
4.13 <u>Reporting, Business Intelligence, Dashboards and Analytics:</u>	The system should provide Standard Reports and support generation of ad-hoc reports and export data (controlled through access privileges). It should also provide capabilities for Data analytics including, Dashboards, Summary/Aggregate Reports and export of data in different formats (e.g., CSV, Excel, PDF, etc.)	Module

4.14 <u>Beneficiary management</u>	As part of beneficiary management, the system should be capable of verifying the RICA status of producers based on their cellphone numbers. This should also include ascertaining whether the number is registered in the names of the producer.	Module and Mobile Application
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## 6. SCOPE AND DEFINITION OF WORK

- 6.1 A Service Provider is required to develop, publish and maintain an e-Voucher Module and mobile application of the Online Platform for Producer Support. The development should be completed within twelve (12) months (or less) from the date of appointment, and maintenance and support should continue for a period of 24 months after deployment of the system.
- 6.2 Therefore, the Service Provider will be expected to conduct the following major activities and responsibilities:
- 6.2.1 Analyse the detailed requirements of the system through the Business Case and User Requirements Specifications (URS) for the Online Platform for Producer Support;
- 6.2.2 Produce the dummy interface of the system based on the system capabilities as described in this terms of reference read in conjunction with the Business Case and User Requirements Specifications (URS) for the Online Platform for Producer Support;
- 6.2.3 Make the coding with standard and acceptable coding styles.
- 6.2.3.1 Write the actual code to develop the module. Using a relevant version of Java or C# programming language and Microsoft SQL or Oracle Database for the back-end database.
- 6.2.4 Test the system for any possible bugs, browser compatibility, and security vulnerabilities in collaboration with the relevant committee(s) established to manage the project;
- 6.2.5 Document each process for future reference and maintenance of the system;
- 6.2.6 Deploy and test the system both at local server and remote server; and

- 6.2.7 Avail all the necessary experts for the development and maintenance of the system in line with the proposal.
- 6.2.8 Provide extensive full-on support and maintenance of the system during the first 24 months after deployment (Go-live), which includes, but is not limited to:
- Starting up the system and going back live within two (2) hours of restoring the environment, after power failures or network failures.
  - Resolving major system bugs and defects (not visible during testing) within three (3) working days or a period agreed to with the department for the specific issue.
  - Resolving minor system bugs and defects not visible during testing) within ten (10) working days or a period agreed to with the department for the specific issue.
  - Provide guidance and support (telephone, email, and documents) for system superusers for them to administrate the system and support the other users. (During normal working hours)
  - Work with the internal OCIO team through the Change Advisory Board to implement any new changes after bug fixes, once the system is live
  - Transfer skills and system knowledge to the identified internal OCIO team during the 24 months of maintenance and support through a scheduled plan by the service provider
  - Share all system material, including all code files, configuration files, report files and database files.

## **7. DELIVERABLES AND MILESTONES**

- 7.1 All project deliverables (reports) in complete satisfaction of this Terms of Reference are to be submitted to the DOA in reproducible electronic format/s as well as in printed format (two copies per report).
- 7.2 The project deliverables, in all prescribed formats, will become and remain the property of the DOA.
- 7.3 The project will occur in the following phases:

**Table 2: Project Phases**

PROJECT PHASE	Key Activities
<b>Phase 1: Inception Report</b>	<p>Setting the scene: first physical meeting with the client to be held within five (5) working days of receipt of the appointment letter. This phase will also include a detailed project programme, project deliverables, timeframes and budgets to be included in a <b>Project Inception Report</b>. The Project Inception Report should also include a consultation, communication and stakeholder engagement plan.</p>
<b>Phase 2: Analysis and design</b>	<p>At this stage, the selected service provider is responsible for studying and gathering all the detailed requirements of the system by assessing the necessary documents available (i.e., the Business Case and User Requirement Specification), conduct discussion meetings with the concerned staff members in the DOA and PDAs. It is also important for the service provider to clear any ambiguity about the required system by analysing and reviewing the Business Case and User Requirement Specification. Finally, the service provider should document a <b>Solution Design Document (SDD)</b> for the e-Voucher Module and mobile application. Once a Solution Design Document is endorsed by DOA, the service provider should design a prototype or dummy interface for the system features.</p>
<b>Phase 3: System development, Testing and Quality Assurance</b>	<p>Once the system SDD is approved, the service provider will commence with the development of the system. This stage is the implementation stage, where agreed coding styles and standards will be used to code the system. Furthermore, this stage will be used to iteratively test the system module interactions for quality assurance. Key deliverables for this phase will be a <b>developed system</b> and a positive <b>User Acceptance Testing (UAT)</b> report.</p>

	Test the solution on DOA and PDA environment before deployment to production.
<b>Phase 4: Deployment, Training and Capacity Building</b>	At this stage the service provider will be expected to deploy and intergrate the system with the DOA Online Platform for Producer Support, publish the mobile application for 24 months (Maintenance and support), develop a training manual and facilitate training to officials within the DOA, Provincial Departments of Agriculture (focusing on technical, Supply Chain Management and Information Technology (IT) officials), and prospective private sector users such as agro-dealers. Key deliverables during this stage are a <b>Training Manual, a Training Report, Deployment Certificate, Technical System Manual, and a signed Change Advisory Board (CAB) approval for system deployment.</b> This stage is also associated with the handover of all system-related documentation in both electronic and printed formats, including the source codes and subscription or licensing for the payment gateway.
<b>Phase 5: Maintenance and Support</b>	Once the system is deployed, the service provider will be expected to provide ongoing maintenance and support on the system to address any functional issues in the process for a period of 24 months. All maintenance and support to be pre-approved by the DOA.

## 8. PROJECT TIME FRAME AND COST

8.1 It is expected that the project be completed in a period of 12 months (or earlier), effective from the date of appointment. Maintenance and support of the system will commence immediately after deployment for a period of 24 months. The timeframe for each milestone as well as the associated deliverable, is presented in Table 3.

**Table 3: Project Cost and timeframe**

PROJECT PHASE	AMOUNT PAYABLE	SUBMISSION/OUTPUT	TIME FRAMES
<p><b>Phase 1: Inception Report:</b>            Setting the scene: first physical meeting with the client to be held within five (5) working days of receipt of the appointment letter. This phase will also include a detailed project programme, project deliverables, timeframes and budget to be included in a <b>Project Inception Report</b>. The Project Inception Report should also include a consultation, communication and stakeholder engagement plan.</p>	5%	<p><b>Project Inception Report</b></p>	1 Month
<p><b>Phase 2: Analysis and design:</b>            At this stage, the selected service provider is responsible for studying and gathering all the detailed requirements of the system by assessing the necessary documents available (i.e., the Business Case and User Requirement Specification), conduct discussion</p>	15%	<p><b>System Analysis and Solution Design Document</b></p>	3 Months

<p>meetings with the concerned staff members in the DOA and PDAs. It is also important for the service provider to clear any ambiguity about the required system by analysing and reviewing the Business Case and User Requirement Specification through internal and external consultation with other stakeholders, such as suppliers, agro-dealers, financial institutions. Finally, the service provider should document the <b>Solution Design Document</b> for the e-Voucher Module. Once the Solution Design Document is endorsed by the DOA, the service provider should design a prototype or dummy interface of the system features.</p>			
<p><b>Phase 3: System development, Testing and Quality Assurance</b> Once the SDD is approved, the service provider will commence with the development of the system. Then, an implementation stage will commence, where</p>	40%	<p><b>Developed System, Validation and Testing Report (User Acceptance Testing - UAT)</b></p>	4 Months

<p>the agreed coding standard of the DOA will be used. Furthermore, this stage will be used to iteratively test the system module interactions for quality assurance. Key deliverables for this phase will be a <b>developed system (thus encompassing the system functionality and an interactive user interface)</b> and a positive <b>User Acceptance Testing (UAT)</b> report. Test the solution on the DOA and PDA environments before deployment to production.</p>			
<p><b>Phase 4: Deployment, Training and Capacity Building</b></p> <p>At this stage the service provider will be expected to deploy and intergrate the system with the DOA Online Platform for Producer Support), publish the mobile application, develop a training manual and facilitate training to officials within the DOA, Provincial Departments of Agriculture (focusing on technical, Supply Chain Management and Information Technology</p>	<p>30%</p>	<p><b>The full code and database of the system</b></p> <p><b>Payment Gateway Subscription or license</b></p> <p><b>Technical System Manual</b></p> <p><b>Training Manual and a Training Report, Deployment certificate</b></p>	<p>4 Months</p>

<p>(IT) officials), and prospective private sector users such as agro-dealers. Key in deliverables during this stage are a <b>Training Manual</b> and a <b>Training Report, Deployment certificate and a signed CAB (Change Advisory Board) approval for system deployment.</b> This stage is also associated with the handover of all system-related documentation in both electronic and printed format including the source codes.</p>		<p><b>Change Advisory Board (CAB) approval for system deployment.</b></p>	
<p><b>Retention</b></p>	<p>10 %</p>		<p>After the development and maintenance ( 36 Months)</p>
<p><b>Phase 5: Maintenance and Support</b> Once the system is deployed, the service provider will be expected to provide ongoing maintenance and support on the system to address any functional issues in the process for a period of 24 months. All maintenance</p>	<p>Variable (Hourly rate to a maximum of 70 hours per month)</p>	<p>Report on issues resolved</p>	<p>Over a period 24 months after deployment of the system</p>

and support work to be pre-approved by the DOA.			
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- 8.2 An amount for all phases is payable upon ratification by the DOA.
- 8.3 A 10 % retention will be paid once final project documentation has been approved by the DOA.
- 8.4 Monthly reports (per phase) will be forwarded by the service provider to the designated Project Manager of the DOA. The service provider will be required to report in an electronic format.

## 9. RELEVANT SKILLS AND POST QUALIFICATION EXPERIENCE

To develop the e-Voucher Module and mobile application, the service provider will need a combination of technical and non-technical skills, including the following:

### 9.1 Technical Skills:

- 9.1.1 **Programming languages:** Proficiency in Java, and/or C#.
- 9.1.2 **Web development:** Knowledge of JavaScript, HTML, CSS, and frameworks like React, Angular, or Vue.js.
- 9.1.3 **Database management:** Understanding of database concepts and post-qualification experience with the following databases: Microsoft SQL Server, and/or Oracle database
- 9.1.4 **API development:** Familiarity with API design and development using RESTful APIs and JWT (JSON Web Tokens, preferably).
- 9.1.5 **Mobile application development:** Knowledge of mobile application development using native technologies (iOS, Android) or cross-platform frameworks like Xamarin(preferably), React Native, or Flutter.
- 9.1.6 **Security:** Understanding of security principles and best practices for secure coding, authentication, and authorization. Understanding of security principles and best practice standards for online payments/collections, and must also be compliant with the Payments Association of South Africa (PASA) industry regulations, and adhere to PCI DSS security standards.

- 9.1.6 Payment gateway integration: Post qualification experience with integrating payment gateways like PayPal, Stripe, or Square, or similar systems. The recommended gateway will be registered under the DoA. The e-Voucher Module payment may also be made through the Basic Accounting System (BAS) running on the mainframe technology and therefore, the service provider should be able to integrate with BAS.
- 9.1.7 **Integrated development environment:** Microsoft Visual Studio and Java development knowledge, and NetBeans.
- 9.1.8 **Middleware Technology:** Knowledge of technologies such as IIS, Glassfish, and Tomcat.

## **9.2 Non-Technical Skills:**

- 9.2.1 **Business analysis:** Understanding of business requirements and processes.
- 9.2.2 **Project management:** Ability to manage projects, prioritize tasks, and meet deadlines.
- 9.2.3 **Communication:** Effective communication with stakeholders, team members, and customers.
- 9.2.4 **User post qualification experience (UX) design:** Knowledge of UX principles and human-centered design.
- 9.2.5 **Testing and quality assurance:** Understanding of testing methodologies and quality assurance processes.

## **9.3 Additional Skills:**

- 9.3.1 Knowledge of digital marketing and promotion strategies.
- 9.3.2 Familiarity with e-voucher platforms or software.
- 9.3.3 Understanding of consumer behaviour and market trends.
- 9.3.4 Post-qualification experience with data analytics and reporting tools.
- 9.3.5 Certification in programming languages or technologies (SQL Server, Java, C#, Oracle ).
- 9.3.6 Good knowledge of the software development life cycle.

- 9.3.7 The Team must comprise the Project Manager, Solutions Architect, Business Analyst, Software Developer, Animal Scientist, Specialist Agronomist, and Agricultural Economist, amongst other specialists.
- 9.3.8 Proven post-qualification experience in research, analytical, writing, and communication skills.
- 9.3.9 Expertise in managing and coordinating a multi-disciplinary project (Project management skills). Proven post-qualification experience in undertaking projects of a similar nature.
- 9.3.10 It is recommended that the service provider submit a list of people who will be directly involved in the project containing, among other things, names, qualifications and their post-qualification experience. This should clearly indicate what roles each team member will play.
- 9.3.11 Staffing requirements will be identified at the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DOA.
- 9.3.12 The service provider is expected to provide information on available human resource capacity who will be directly involved in the project, including but not limited to: short CV, indicating relevant qualifications and post qualification experience as required by this Terms of Reference; full contact details (office, fax and cell phone, and email), as well as the contact details of relevant national (including various government agencies), provincial, and municipal officials.
- 9.3.13 Expertise and availability of the proposed project team carry considerable weight, and all members included in the project team should be available to play an active role in the project. The awarding of an assignment might be withdrawn if certain members are included in the project team, but are not available at the time of the commencement of the assignment, and approved equivalent members cannot be sourced at the time of the award of the contract.

## **10. REQUIREMENTS FOR SUBMISSION OF THE PROPOSAL**

The appointed service provider is required to:

- 10.1 Submit a detailed proposal for the development of the e-Voucher Module and mobile application of the Online Platform for Producer Support, including key elements (both in terms of system structure and capabilities and IT requirements).

- 10.2 Demonstrate appropriate knowledge and post-qualification experience and system development services, including maintenance.
- 10.3 Attach a full Curriculum Vitae of all team members who are qualified and have post-qualification experience in developing related applications/modules.
- 10.4 Provide a Project Plan that outlines the phases of the project and timelines to complete the project within twelve (12) months.
- 10.5 A pricing schedule using the prescribed format.

## 11. MANDATORY REQUIREMENTS

**Failure to submit/attach or fulfil the following requirements will disqualify the proposal of the service provider:**

- 11.1 Completion of Annexure A (Key persons and their profession) failure to complete the table will lead to disqualification.
- 11.2 The proposed technical team comprises the following resources that must be registered with the relevant Professional Councils:
  - **Plant Production Expert or Agronomist:** Must be registered as a Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP). Attach a copy of a certificate indicating the validity period.
  - **Animal Scientist:** Must be registered as a Professional Natural Scientist for Animal Scientist with the South African Council for Natural Scientific Professions (SACNASP). Attach a copy of a certificate indicating the validity period, or a **veterinarian** must be registered as a Veterinarian with the South African Veterinary Council (SAVC). Attach a copy of a certificate and a letter of confirmation of registration from the council.
- 11.3 Pricing schedule (**SBD 3.3**) must be fully completed and signed on the prescribed template. No other pricing template will be accepted.
- 11.4 Attendance of a compulsory physical briefing session.

## 12. TAX COMPLIANCE STATUS

- 12.1 No bid shall be awarded to a bidder who is not tax compliant.

- 12.2 The bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) in the space provided on the SBD 1 form.

### **13. METHOD OF PAYMENT**

- 13.1 Payments will be made only for work performed to the satisfaction of the DOA. The Project Steering Committee will need to take a resolution concerning the work undertaken by the service provider.
- 13.2 This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required to process payment.
- 13.3 Payment will only be made within 30 days after successful completion of a milestone certified by the Project Steering Committee.
- 13.4 Original invoices as per deliverables that substantiate all costs must be provided. The invoices should include the department's order number that will be provided to the appointed service provider.
- 13.5 Original copies of invoices to substantiate all costs must be provided. Invoices from the service provider should include the order number of the DOA that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent, and to what extent the objectives were achieved. No copies, faxes, or e-mailed invoices from the service provider will be processed.
- 13.6 Invoices must be sent to the DOA for the attention of the Project Manager.

### **14. FINANCIAL PENALTIES**

- 14.1 Due to the urgency of the project, it is critical that time frames are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 14.2 Financial penalties shall be imposed for agreed-upon milestones, targets, and deadlines not met without providing:
  - 14.2.1 Timely notification of such delays.
  - 14.2.2 Valid reasons for the delays.

14.2.3 Supporting evidence that the delays were outside of the influence of the service provider.

13.1.2 Financial penalties will be imposed if the outputs produced do not meet the agreed-upon deliverables criteria as stipulated in the General Conditions of Contract.

**Table 4: Financial Penalties**

<b>PROJECT PHASE</b>	<b>SUBMISSION/OUTPUT</b>	<b>2 WEEKS DELAY</b>	<b>1 MONTH DELAY</b>	<b>6 WEEKS DELAY</b>	<b>More than 6 weeks delay</b>
<b>Phase 1: Inception Report:</b>	<b>Project Inception Report</b>	5% of Invoice	10% of Invoice	20% of invoice	40 % of invoice
<b>Phase 2: Analysis and design:</b>	<b>System Analysis and Solution Design Document</b>	5% of Invoice	10% of Invoice	20% of invoice	40 % of invoice
<b>Phase 3: System development, Testing and Quality Assurance</b>	<b>Validation and Testing Report (User Acceptance Testing - UAT)</b>	5% of Invoice	10% of Invoice	20% of invoice	40 % of invoice
<b>Phase 4: Deployment, Training and Capacity Building</b>	<b>The full code and database of the system</b>  <b>Technical System Manual</b>	5% of Invoice	10% of Invoice	20% of invoice	40 % of invoice

	<b>Training Manual and a Training Report</b>				
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**15. ADMINISTRATIVE ISSUES**

**15.1 Persons assigned to the project**

Persons proposed for use on the project shall be identified at the outset and remain in use on the project unless prior written permission is granted by the DOA to change the staffing proposal. Such permission will only be granted in exceptional cases.

**15.2 Use of Material and Information**

No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the DOA, except where authorised in writing to do so.

**15.3 Licensing and tools**

Any additional licensing or tools necessary for the development and hosting of the system that result in ongoing costs or financial implications must also be included in this pricing schedule.

**15.4 Subsistence and Travel Expenses**

The quoted price must be inclusive of professional fees, transport, and accommodation expenses. The DOA will not incur any travel expenses on behalf of the bidder.

**16. CONFIDENTIALITY CLAUSE**

16.1 The service provider is expected to sign a confidentiality agreement and agrees to keep all records confidential and not to disclose such records to any third party without the written consent from the Department.

16.2 All resultant application/s, source code, electronic and hard copy information captured/utilised to provide the output of the project remains the property of the

DOA. All artifacts developed as part of this project should be surrendered to the department at the end of the project, and they cannot be used or shared, whether for profit or otherwise, with any other party, without written permission from DOA. **The DOA will retain copyright and all associated intellectual rights relating to the project.**

## **17. OWNERSHIP OF THE SOURCE CODE AND OTHER INTELLECTUAL PROPERTY**

17.1 The DOA will be the rightful owner of the Source Code and all Intellectual Property associated with the e-Voucher Module and mobile application. The DOA shall have full rights over these resources. The entire software component developed as part of this assignment shall be the sole property of the DOA. The service provider will have no right to commercially use or apply the software elsewhere.

## **18. PHYSICAL ADDRESS**

18.1 The department chooses the following physical address as its address for the serving of any notices and legal documents:

The Director-General  
Department of Agriculture  
20 Steve Biko Street, Agriculture Place, Arcadia  
**PRETORIA**  
0001

## **19. GENERAL CONDITIONS OF CONTRACT**

19.1 The General Conditions of Contracts apply and the department reserves the right not to award the contract.

## **20. TERMS AND CONDITIONS**

20.1 Awarding of the contract will be subject to the service provider's acceptance of the DOA Supply Chain Management's general contract conditions.

- 20.2 The service provider should commence with the project within five (5) working days after receiving the letter of appointment.
- 20.3 During the execution of the project, the service provider is required to give reports on the progress of the project, as outlined in Table 2. It is the responsibility of the service provider to organise progress report physical meetings and have one of their representatives assigned to take minutes and circulate them to other members.
- 20.4 All top five shortlisted service providers will be subjected to a site visit from the DOA as per the inspection form.
- 20.5 Any deviation from the project plan should be put in writing and signed by the Project Manager. The DOA shall approve such deviation through the Project Steering Committee.
- 20.6 When the DOA accepts the final product, the appointed service provider will be liable to correct errors and fill gaps that may be discovered in the data/project, at no charge to the DOA. This condition will apply for a period of one month from the day the project was completed and submitted to the DOA.

## **21. OUTCLAUSE**

- 21.1 The DOA reserves the right not to appoint, if suitable candidates are not found, at the complete discretion of the department.
- 21.2. The DOA reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 21.3 The DOA and the service provider will sign a Service Level Agreement (SLA) upon appointment. Such SLA will include the following:
  - a. Period of agreement
  - b. Project objectives and scope
  - c. Project Plan and Project Plan Management
  - d. Budget
  - e. Cost and fee payment
  - f. Method of Communication
  - g. Reporting Relationship
  - h. Deliverables and terms of deliverables
  - i. Reviews
  - j. Uncompleted work

- k. Confidentiality
- l. Disputes
- m. Financial penalties and termination of the contract

## 22. EVALUATION CRITERIA

**This bid shall be evaluated in four (4) stages.**

- **Stage 1**

Bids will be evaluated on functionality.

- **Stage 2**

Bids will be evaluated on presentation through a physical meeting.

- **Step 3**

- All top five shortlisted service providers will be subjected to a site visit from the department as per the inspection form-

- **Stage 4**

Bids will be evaluated in accordance with the 80/20 preference point system as prescribed in the Preferential Procurement Regulations.

- **22.1 Stage 4 – Evaluation of Functionality**

The functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion range from **1 being very poor, 2 being poor, 3 being average, 4 being good, and 5 being very good**. There is a weight allocated, which will be multiplied by the score to get the points allocation for each criterion.

**Table 5: Evaluation criteria for functionality**

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
<p><b>METHODOLOGY AND PROJECT MANAGEMENT</b></p>	<p>A broad overview of approaches and methodologies that may be employed to execute the project, as per the scope of work (Section 6).</p> <ul style="list-style-type: none"> <li>• Appropriateness of proposed approach and methodology;</li> <li>• The degree to which the methodology proposed is sound, professional, realistic, logical, and adequately resourced;</li> <li>• Method and clarity regarding the presentation of the final outputs of the project;</li> <li>• Program with clear timelines and output;</li> <li>• Indicators and means of verifying progress;</li> <li>• Quality assurance steps indicated; and</li> <li>• Clear reporting mechanisms.</li> </ul> <p><b>Score rating:</b></p> <p>1) <i>The methodology and the proposed plan <u>do not outline</u> the requirements as specified in the ToR – <b>very Poor = 1</b></i></p> <p>2) <i>The methodology and proposed plan <u>inadequately</u> address the requirements in the ToR – <b>Poor = 2</b></i></p> <p>3) <i>The methodology and proposed plan <u>adequately</u> address the requirements in the ToR – <b>Average = 3</b></i></p> <p>4) <i>The methodology and proposed plan <u>exceed</u> the requirements in the ToR, with risk management strategies proposed. - <b>Good = 4</b></i></p> <p>5) <i>The methodology and proposed plan <u>exceed</u> the requirements in the ToR with risk management strategies and cost-saving measures proposed – <b>Very Good = 5</b></i></p>	<p><b>20</b></p>

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
<p><b>COMPANY COMPETENCY AND TRACK RECORD.</b></p>	<p>The service provider must have successfully developed, published and maintained an e-voucher system or paperless system or a similar project (at least three (3) projects successfully developed, published and maintained).</p> <p><b>Attach a minimum of three reference letters of previous successful work performed in the development of an e-voucher system or paperless system or similar project. The reference letters must be on their clients' official letterheads with contact details and must be duly signed. The content of the reference letters must indicate the type of services rendered.</b></p> <p><b>Score rating:</b></p> <p>1) <i>No duly signed reference letter on the client's letterhead – Very Poor = 1</i></p> <p>2) <i>One duly signed reference letter on the client's letterhead – Poor = 2</i></p> <p>3) <i>Two duly signed reference letters on the client's letterhead – Average = 3</i></p> <p>4) <i>Three duly signed reference letters on the client's letterhead - Good= 4</i></p> <p>5) <i>Four or more duly signed reference letters on the client's letterhead - Very good = 5</i></p>	<p><b>20</b></p>
<p><b>RESOURCES</b></p>		
<p><b>Team Leader/Project Manager</b></p>	<p><b>Team Leader/Project Manager</b> - A project manager must have a minimum NQF level 7 qualification in Computer Science, Information Technology, and a combined minimum of ten (10) years relevant post-qualification experience in full-stack web development related to system development and maintenance, and project management.</p> <p><b>(Attach certified copies of qualifications and a CV indicating a detailed profile of previous work post</b></p>	<p><b>10</b></p>

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
	<p><b>qualification experience (Copies must not be older than six months from the closing of the Bid.)</b></p> <p>1) <i>Less than four years of experience with or without certified copies of NQF level 7 qualifications. – very Poor = 1</i></p> <p>2) <i>Four to six years of experience with or without certified copies of NQF level 7 qualifications – Poor =2</i></p> <p>3) <i>Seven to nine years of experience with certified copies of qualification (minimum NQF level 7) – Average = 3</i></p> <p>4) <i>Ten years of relevant post-qualification experience with certified copies of qualification (minimum NQF level 7) – Good = 4</i></p> <p>5) <i>Eleven or more years of experience with certified copies of qualification (minimum NQF level 7) –Very good= 5</i></p>	
<p><b>COMPOSITION OF THE TECHNICAL TEAM (Information Communication Technology)</b></p>	<p><b>Mobile/ or Web Developer, System Analyst, Software Developer, and Database Administrator</b></p> <p><b><i>NB: Attach certified copies of qualifications, certificates, and CV's clearly indicating a detailed profile of their previous work post-qualification experience. (Certified copies must not be older than six (6) months from the closing date of this Bid)</i></b></p>	
<p><b>Mobile App/Web Developer</b></p>	<p><b>Web/App developer:</b> A Mobile App or Web Developer must have an NQF level 6 qualification in Computer Science, Information Technology, and a minimum of ten (10) years of experience in the proposed technology, related web development, and development of an e-voucher system</p> <p><i>A Mobile App Developer's skills should include, but not be limited to, the following:</i></p> <p><u><i>Mobile app development skills:</i></u> <i>Proficiency in developing mobile applications for iOS and Android platforms.</i></p>	<p><b>5</b></p>

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT								
	<p><u>Cross-Platform Frameworks:</u> Post-qualification experience with cross-platform development frameworks.</p> <p><u>UI/UX Design:</u> Ability to create intuitive and visually appealing mobile app interfaces by collaborating with designers.</p> <p><u>API Integration:</u> Skill in integrating APIs and web services into mobile applications.</p> <p><u>Testing and Debugging:</u> Familiarity with mobile app testing, debugging, and performance optimization.</p> <p><u>Publishing:</u> Knowledge of app publishing processes on both the App Store and Google Play Store.</p> <p><u>Security Awareness:</u> Understanding of mobile app security best practices and data protection</p> <table border="1" data-bbox="533 1115 1326 2018"> <tr> <td data-bbox="533 1115 874 1272"> <p><b>Very Poor</b> (score 1)</p> </td> <td data-bbox="874 1115 1326 1272"> <p><b>Not meeting any requirements</b></p> </td> </tr> <tr> <td data-bbox="533 1272 874 1487"> <p><b>Poor</b>(score 2)</p> </td> <td data-bbox="874 1272 1326 1487"> <p>Less than seven (7) of the requirements are met, and/or less than five years post-qualification experience.</p> </td> </tr> <tr> <td data-bbox="533 1487 874 1751"> <p><b>Average</b> (score 3)</p> </td> <td data-bbox="874 1487 1326 1751"> <p>All the above seven (7) requirements are met and have five (5) to nine years post-qualification experience.</p> </td> </tr> <tr> <td data-bbox="533 1751 874 2018"> <p><b>Good</b> (score 4)</p> </td> <td data-bbox="874 1751 1326 2018"> <p>All the above seven (7) requirements are met and have a minimum of ten (10) years post-qualification experience</p> </td> </tr> </table>	<p><b>Very Poor</b> (score 1)</p>	<p><b>Not meeting any requirements</b></p>	<p><b>Poor</b>(score 2)</p>	<p>Less than seven (7) of the requirements are met, and/or less than five years post-qualification experience.</p>	<p><b>Average</b> (score 3)</p>	<p>All the above seven (7) requirements are met and have five (5) to nine years post-qualification experience.</p>	<p><b>Good</b> (score 4)</p>	<p>All the above seven (7) requirements are met and have a minimum of ten (10) years post-qualification experience</p>	
<p><b>Very Poor</b> (score 1)</p>	<p><b>Not meeting any requirements</b></p>									
<p><b>Poor</b>(score 2)</p>	<p>Less than seven (7) of the requirements are met, and/or less than five years post-qualification experience.</p>									
<p><b>Average</b> (score 3)</p>	<p>All the above seven (7) requirements are met and have five (5) to nine years post-qualification experience.</p>									
<p><b>Good</b> (score 4)</p>	<p>All the above seven (7) requirements are met and have a minimum of ten (10) years post-qualification experience</p>									

CRITERIA	GUIDELINES FOR APPLICATION		WEIGHT								
	<p style="text-align: center;"><b>Very Good</b> (score 5)</p>	<p>All the above seven (7) requirements are met and have more than ten (10) years post-qualification experience.</p>									
<p><b>Systems Analyst</b></p>	<p><b>System Analyst-</b> A systems Analyst must have a minimum NQF level 6 qualification in Computer Science, Information Technology, or a related system analyst qualification with five (5) years' relevant post-qualification experience as a system analyst that includes but is not limited to the following:</p> <ul style="list-style-type: none"> <li><i>Business process analysis and improvement</i></li> <li><i>Requirements gathering and documentation</i></li> <li><i>System design and prototyping</i></li> <li><i>Software development and testing</i></li> <li><i>Implementation and deployment</i></li> <li><i>Troubleshooting and maintenance</i></li> <li><i>Data analysis and reporting</i></li> <li><i>Stakeholder management and communication</i></li> <li><i>Project management and coordination</i></li> <li><i>Technical writing and documentation</i></li> </ul> <table border="1" data-bbox="539 1379 1350 2076"> <tbody> <tr> <td data-bbox="539 1379 842 1491"> <p style="text-align: center;"><b>Very Poor</b> (score 1)</p> </td> <td data-bbox="842 1379 1350 1491"> <p><u>Not</u> meeting any requirements</p> </td> </tr> <tr> <td data-bbox="539 1491 842 1648"> <p style="text-align: center;"><b>Poor</b>(score 2)</p> </td> <td data-bbox="842 1491 1350 1648"> <p>Less than ten (10) of the requirements are met.</p> </td> </tr> <tr> <td data-bbox="539 1648 842 1861"> <p style="text-align: center;"><b>Average</b>(score 3)</p> </td> <td data-bbox="842 1648 1350 1861"> <p>All the above ten (10) requirements are met and have a minimum of less than five (5) years post-qualification experience.</p> </td> </tr> <tr> <td data-bbox="539 1861 842 2076"> <p style="text-align: center;"><b>Good</b> (score 4)</p> </td> <td data-bbox="842 1861 1350 2076"> <p>All the above ten (10) requirements are met and have a minimum of five (5) years post-qualification experience.</p> </td> </tr> </tbody> </table>		<p style="text-align: center;"><b>Very Poor</b> (score 1)</p>	<p><u>Not</u> meeting any requirements</p>	<p style="text-align: center;"><b>Poor</b>(score 2)</p>	<p>Less than ten (10) of the requirements are met.</p>	<p style="text-align: center;"><b>Average</b>(score 3)</p>	<p>All the above ten (10) requirements are met and have a minimum of less than five (5) years post-qualification experience.</p>	<p style="text-align: center;"><b>Good</b> (score 4)</p>	<p>All the above ten (10) requirements are met and have a minimum of five (5) years post-qualification experience.</p>	<p><b>10</b></p>
<p style="text-align: center;"><b>Very Poor</b> (score 1)</p>	<p><u>Not</u> meeting any requirements</p>										
<p style="text-align: center;"><b>Poor</b>(score 2)</p>	<p>Less than ten (10) of the requirements are met.</p>										
<p style="text-align: center;"><b>Average</b>(score 3)</p>	<p>All the above ten (10) requirements are met and have a minimum of less than five (5) years post-qualification experience.</p>										
<p style="text-align: center;"><b>Good</b> (score 4)</p>	<p>All the above ten (10) requirements are met and have a minimum of five (5) years post-qualification experience.</p>										

CRITERIA	GUIDELINES FOR APPLICATION		WEIGHT				
	<p><b>Very Good</b> (score 5)</p>	<p>All the above ten (10) requirements are met and have more than Six (6) years post-qualification experience.</p>					
<p><b>Software Developer</b></p>	<p><b>Software Developer:</b> A Software Developer must have a minimum NQF level 6 qualification in Computer Science, Information Technology, and with a minimum of 10 (10) years' relevant post qualification experience as a software developer that include but not limited to the following:</p> <p><i>Development and maintenance of systems and software applications (e.g., report writing, screen design, graphical user interfaces, system procedures, etc.) to provide computerized alternatives to manual processes and/or enhance current database products.</i></p> <p><i>Understanding of data structures and algorithms.</i></p> <p><i>Consistently write, translate, and develop software and applications according to specifications.</i></p> <p><i>Hands-on practice with an integrated development environment such as NetBeans and Microsoft Visual Studio.</i></p> <p><i>Knowledge of coding and debugging</i></p> <p><i>Provide technical support and troubleshooting for system errors.</i></p> <p><i>Strong technical knowledge of programming languages</i></p> <p><i>Security awareness: Understanding of information systems security best practices and data protection.</i></p> <table border="1" data-bbox="536 1749 1326 2074"> <tr> <td data-bbox="536 1749 820 1861"> <p><b>Very Poor</b> (score 1)</p> </td> <td data-bbox="820 1749 1326 1861"> <p><u>Not</u> meeting any requirements</p> </td> </tr> <tr> <td data-bbox="536 1861 820 2074"> <p><b>Poor</b>(score 2)</p> </td> <td data-bbox="820 1861 1326 2074"> <p>Less than eight (8) of the requirements are met, and/or less than five years post-qualification experience.</p> </td> </tr> </table>		<p><b>Very Poor</b> (score 1)</p>	<p><u>Not</u> meeting any requirements</p>	<p><b>Poor</b>(score 2)</p>	<p>Less than eight (8) of the requirements are met, and/or less than five years post-qualification experience.</p>	<p><b>10</b></p>
<p><b>Very Poor</b> (score 1)</p>	<p><u>Not</u> meeting any requirements</p>						
<p><b>Poor</b>(score 2)</p>	<p>Less than eight (8) of the requirements are met, and/or less than five years post-qualification experience.</p>						

CRITERIA	GUIDELINES FOR APPLICATION		WEIGHT
	<p><b>Average</b> (score 3)</p>	<p>All the above eight (8) requirements are met and have a minimum of five (5) to nine (9) years post-qualification experience.</p>	
	<p><b>Good</b> (score 4)</p>	<p>All the above eight (8) requirements are met and have a minimum of ten (10) years post-qualification experience</p>	
	<p><b>Very Good</b> (score 5)</p>	<p>All the above eight (8) requirements are met and have more than ten 10 years of post-qualification experience.</p>	
<p><b>Database administrator</b></p>	<p><b>Database administrator:</b> A Database Administrator should possess NQF 6 in Computer Science, Information Technology, or a related field. The Database Administrator should have a minimum of five (5) years relevant post-qualification experience in database administration, such as backup and recovery, security, or performance tuning. Furthermore, ensuring that data is synchronized correctly between databases and troubleshooting application-related issues.</p> <p>The Database administrator should have one or more of the following certifications:</p> <p><i>Oracle Certified Professional (OCP)</i>  <i>Microsoft Certified Database Administrator (MCDA)</i>  <i>IBM Certified Database Administrator (CDA)</i>  <i>Certified Data Analyst (CDA)</i></p> <p><b><i>NB: Attach certified copies of qualifications, certificates, and CV's clearly indicating a detailed profile of their previous work post-qualification experience. (Certified</i></b></p>		<p><b>5</b></p>

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT										
	<p><b><i>copies must not be older than 6 months from the closing date of this Bid)</i></b></p> <table border="1" data-bbox="533 479 1324 1435"> <tr> <td data-bbox="533 479 874 689"> <p><b>Very Poor</b> (score 1)</p> </td> <td data-bbox="874 479 1324 689"> <p><u>Not</u> meeting any requirements and no proven database experience</p> </td> </tr> <tr> <td data-bbox="533 689 874 900"> <p><b>Poor</b> (score 2)</p> </td> <td data-bbox="874 689 1324 900"> <p>Has none of the certificates but has less than five (5) years of proven experience</p> </td> </tr> <tr> <td data-bbox="533 900 874 1061"> <p><b>Average</b> (score 3)</p> </td> <td data-bbox="874 900 1324 1061"> <p>Has none of the Certificates but has five (5) or more years of proven experience.</p> </td> </tr> <tr> <td data-bbox="533 1061 874 1223"> <p><b>Very Good</b> (score 4)</p> </td> <td data-bbox="874 1061 1324 1223"> <p>Has one (1) of the Certificates and has five (5) or more years of proven experience.</p> </td> </tr> <tr> <td data-bbox="533 1223 874 1435"> <p><b>Excellent</b> (score 5)</p> </td> <td data-bbox="874 1223 1324 1435"> <p>Has two (2) or more of the Certificates and has Six (6) or more years of proven experience.</p> </td> </tr> </table>	<p><b>Very Poor</b> (score 1)</p>	<p><u>Not</u> meeting any requirements and no proven database experience</p>	<p><b>Poor</b> (score 2)</p>	<p>Has none of the certificates but has less than five (5) years of proven experience</p>	<p><b>Average</b> (score 3)</p>	<p>Has none of the Certificates but has five (5) or more years of proven experience.</p>	<p><b>Very Good</b> (score 4)</p>	<p>Has one (1) of the Certificates and has five (5) or more years of proven experience.</p>	<p><b>Excellent</b> (score 5)</p>	<p>Has two (2) or more of the Certificates and has Six (6) or more years of proven experience.</p>	
<p><b>Very Poor</b> (score 1)</p>	<p><u>Not</u> meeting any requirements and no proven database experience</p>											
<p><b>Poor</b> (score 2)</p>	<p>Has none of the certificates but has less than five (5) years of proven experience</p>											
<p><b>Average</b> (score 3)</p>	<p>Has none of the Certificates but has five (5) or more years of proven experience.</p>											
<p><b>Very Good</b> (score 4)</p>	<p>Has one (1) of the Certificates and has five (5) or more years of proven experience.</p>											
<p><b>Excellent</b> (score 5)</p>	<p>Has two (2) or more of the Certificates and has Six (6) or more years of proven experience.</p>											
<p><b>COMPOSITION OF THE TECHNICAL TEAM (AGRICULTURAL)</b></p>	<p><b><i>Animal Scientist or Veterinarian and Plant Production Expert or Agronomist</i></b></p> <p><b><i>NB: Attach certified copies of qualifications, certificates, and CV's clearly indicating a detailed profile of their previous work post-qualification experience. (Certified copies must not be older than six (6) months from the closing date of this Bid)</i></b></p>											

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT										
<b>Plant Production Expert / Agronomist</b>	<p><b>Plant Production Expert or Agronomist:</b> A Master's degree (NQF 9) in Agricultural Science majoring in Plant Production or Agronomy. A minimum of five (5) years' post-qualification experience working as an agronomist or plant production expert. Registration with the <b>South African Council for Natural Scientific Professions (SACNASP)</b> as a professional natural scientist.</p> <table border="1" data-bbox="523 745 1337 1496"> <tr> <td data-bbox="523 745 826 853"><b>Very Poor</b> (score 1)</td> <td data-bbox="831 745 1337 853">Not meeting any requirements</td> </tr> <tr> <td data-bbox="523 860 826 1010"><b>Poor</b> (score 2)</td> <td data-bbox="831 860 1337 1010">Only one of the three (3) above requirements are met.</td> </tr> <tr> <td data-bbox="523 1016 826 1124"><b>Average</b>(score 3)</td> <td data-bbox="831 1016 1337 1124">Only two of the above requirements are met</td> </tr> <tr> <td data-bbox="523 1131 826 1281"><b>Good</b> (score 4)</td> <td data-bbox="831 1131 1337 1281">All the above three (3) requirements are met</td> </tr> <tr> <td data-bbox="523 1288 826 1496"><b>Very Good</b> (score 5)</td> <td data-bbox="831 1288 1337 1496">All the above three (3) requirements are met and have more than five (5) years post-qualification experience.</td> </tr> </table>	<b>Very Poor</b> (score 1)	Not meeting any requirements	<b>Poor</b> (score 2)	Only one of the three (3) above requirements are met.	<b>Average</b> (score 3)	Only two of the above requirements are met	<b>Good</b> (score 4)	All the above three (3) requirements are met	<b>Very Good</b> (score 5)	All the above three (3) requirements are met and have more than five (5) years post-qualification experience.	<b>10</b>
<b>Very Poor</b> (score 1)	Not meeting any requirements											
<b>Poor</b> (score 2)	Only one of the three (3) above requirements are met.											
<b>Average</b> (score 3)	Only two of the above requirements are met											
<b>Good</b> (score 4)	All the above three (3) requirements are met											
<b>Very Good</b> (score 5)	All the above three (3) requirements are met and have more than five (5) years post-qualification experience.											
<b>Animal Scientist/ Veterinarian</b>	<p>Master's Degree (NQF 9) in animal science or veterinary science and a minimum of five (5) years' relevant post-qualification experience working as an Animal Scientist or Veterinarian.</p> <table border="1" data-bbox="523 1843 1337 2040"> <tr> <td data-bbox="523 1843 826 1951"><b>Very Poor</b> (score 1)</td> <td data-bbox="831 1843 1337 1951">Not meeting any requirements</td> </tr> <tr> <td data-bbox="523 1957 826 2040"><b>Poor</b> (score 2)</td> <td data-bbox="831 1957 1337 2040">Only one (1) of the above requirements are met.</td> </tr> </table>	<b>Very Poor</b> (score 1)	Not meeting any requirements	<b>Poor</b> (score 2)	Only one (1) of the above requirements are met.	<b>5</b>						
<b>Very Poor</b> (score 1)	Not meeting any requirements											
<b>Poor</b> (score 2)	Only one (1) of the above requirements are met.											

CRITERIA	GUIDELINES FOR APPLICATION		WEIGHT
	<b>Average</b> (score 3)	All the above two (2) requirements are met and have a minimum of five (5) years post-qualification experience	
	<b>Good</b> (score 4)	All the above two (2) requirements are met and have more than five years of post-qualification experience.	
	<b>Very Good</b> (score 5)	All the above two (2) requirements are met and have more than seven (7) years post-qualification experience.	
<b>Agricultural Economist</b>	<p><b>Agricultural Economist:</b> NQF 9 Qualification in Agricultural Economics, Agribusiness management, Agricultural Finance, Development studies. A minimum of ten (10) years' post-qualification experience in policy analysis, research, farmer support, and development.</p> <p><b><i>NB: Attach certified copies of qualifications, certificates, and CV's clearly indicating a detailed profile of their previous work post-qualification experience. (Certified copies must not be older than six (6) months from the closing date of this Bid).</i></b></p> <p>1) <i>Less than four years of relevant post-qualification experience with or without certified copies of NQF level 9 qualifications. – very Poor = 1</i></p> <p>2) <i>Four to six years relevant post-qualification experience with certified copies of qualification (minimum NQF level 9) – Poor =2</i></p>		<b>5</b>

CRITERIA	GUIDELINES FOR APPLICATION	WEIGHT
	3) <i>Seven to nine years of relevant post-qualification experience with certified copies of qualification (minimum NQF level 9) – Average = 3</i> 4) <i>Ten years of relevant post-qualification experience with certified copies of qualification (minimum NQF level 9) – Good = 4</i> 5) <i>Eleven or more years of relevant post-qualification experience with certified copies of qualification (minimum NQF level 9) – Very Good= 5</i>	
<b>TOTAL</b>		<b>100</b>

The bid that fails to achieve a minimum of **80** points out of **100** for functionality will be disqualified. This means that such bids will not be evaluated in the second stage (**Presentation**).

## 22.2 Second Stage — Evaluation in terms of presentation.

Bidders who achieve a minimum threshold of **80** out of **100** points for functionality will be evaluated further on the second stage, which is presentation.

### 22.2.1. The following documents will be supplied together with the TORs:

- Business Case for the Online Platform for Producer Support (See Annexure A).
- User Requirements Specification (URS) (See Annexure B).

The presentation will be evaluated in accordance with the values illustrated below. The applicable values that will be utilized when scoring each criterion range from **1 being very poor, 2 being poor, 3 being average, 4 being good, and 5 being very Good**.

**TABLE 5: Presentation Evaluation**

PRESENTATION EVALUATION CRITERIA	WEIGHT
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<p><b>Presentation on the project plan:</b></p> <ol style="list-style-type: none"> <li>1. Approach to project plan does not outline the requirements as specified in the ToR in line with the project scope, URS, and Business Case –<b>Very Poor = 1</b></li> <li>2. Approach to project plan somewhat addresses requirements in the ToR in line with the project scope, URS, and Business Case – <b>Poor = 2</b></li> <li>3. Approach to project plan adequately addresses the requirements in the ToR in line with the project scope, URS and Business Case –<b>Average= 3</b></li> <li>4. Approach to project plan exceptionally specifies the way the project will be delivered, with risk management strategies proposed. –<b>Good= 4</b></li> <li>5. Approach to project plan exceptionally specifies the way the project will be delivered with risk management strategies and cost saving measures proposed – <b>Very Good = 5</b></li> </ol>	<b>40</b>
<p><b>Presentation and demonstration of a participatory approach to the development and maintenance of the e-Voucher Module and mobile application</b></p> <ol style="list-style-type: none"> <li>1. Participatory approach to the development and maintenance of the e-Voucher Module and mobile application poorly articulated in the presentation –<b>very Poor = 1</b></li> <li>2. Participatory approach to the development and maintenance of the e-Voucher Module and mobile application, somewhat outlined in the presentation – <b>Poor = 2</b></li> <li>3. Participatory approach to the development and maintenance of the e-Voucher Module and mobile application adequately outlined in the presentation –<b>Average= 3</b></li> <li>4. Participatory approach to the development and maintenance of the e-Voucher Module and mobile application with a clear proposal for stakeholder engagements - <b>good= 4</b></li> <li>5. Participatory approach to the development and maintenance of the e-Voucher Module and mobile application with a clear proposal for</li> </ol>	<b>60</b>

<i>stakeholder engagements, Gantt chart and responsibility matrix - Very Good = 5</i>	
<b>Total Points</b>	<b>100</b>

Bidders who fail to achieve a minimum of **80** points out of **100** points for presentation will not be evaluated further on the third stage in accordance with the **80/20** preference points.

**22.3 Third Stage — Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022**

**POINTS AWARDED FOR PRICE**

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

**80/20**

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

Where

Ps = Points scored for the price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of the lowest acceptable tender

**POINTS AWARDED FOR SPECIFIC GOALS**

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 this tender, the tenderer will be allocated points based on the goals stated in Table 6 below, as may be supported by proof/ documentation stated in the conditions of this tender.

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— 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

Any other invitation for tender, where either the 80/20 or 90/10 preference point system will apply and 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 6: Specific goals for the tender and points claimed are indicated by 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.)**

**Table 6: Preference point system**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. A person historically disadvantaged by unfair discrimination based on race: provided that a person historically disadvantaged based on race refers to Africans, Coloureds, Indians, and people of Chinese descent who are South African citizens by birth or descent; who become citizens of the Republic of South Africa by Naturalisation- <ul style="list-style-type: none"> <li>a) Before 27 April 1994</li> <li>b) On or before 27 April 1994, and who would have been entitled to acquire citizenship by naturalisation before the date</li> </ul>	8

II. Who is female	5
III. Who is disabled	2
IV. Specific goal: Youth	2
V. Specific goal: Locality Promotion of South African owned enterprises	3

**Total point of price and HDIs must not exceed**

**100**

### 23 CONTACT PERSON FOR TECHNICAL AND SCM ENQUIRIES

ENQUIRIES	NAME	CONTACT DETAILS
Technical	Ms. Motshidisi Sitali	0788249942 <a href="mailto:MotshidisiS@nda.gov.za">MotshidisiS@nda.gov.za</a>
Bid related	Mr. Ben Coetzer  Mr Mbulaheni Maseli	(012) 312 8375 <a href="mailto:BenC@nda.gov.za">BenC@nda.gov.za</a>  (012) 312 8382 <a href="mailto:mbulahenima@nda.gov.za">mbulahenima@nda.gov.za</a>

### 24 PUBLICATION






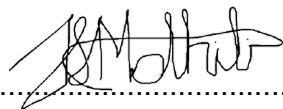
24.1 National Treasury Tender e-Portal

24.2 Departmental Website

24.3 Publication for 21 days


24.4 There will be a compulsory physical briefing session

**25 SUPPORTED/ NOT SUPPORTED**

Name & Surname	Role in the meeting	Support
Ms MS Sitali	Member	Supported / <del>Not Supported</del>  ..... Date: 14/05/2026
Ms ZP Mkhize	Member	Supported / <del>Not Supported</del>  ..... Date: 15/05/2026
Mr Q Nyoka	Member	Supported / <del>Not Supported</del>  ..... Date: 15/05/2026
Mr MJ Ngaka	Member	Supported / <del>Not Supported</del>  ..... Date: 14/05/2026
Ms M Lekganyane	Member	Supported / <del>Not Supported</del>  ..... Date: 2026/05/18
Ms Moipone Modise	Member	Supported / Not Supported  <u>No longer part of DOA</u> Date:
Mr T Mothibi	Member	Supported/ <del>Not Supported</del>  ..... Date: 18/05/2026

**26. APPROVAL**

**Terms of Reference approved by:**



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**MR BONGA MSOMI**

**CHAIRPERSON: BSC**

**DATE: 22/05/2026**

## LIST OF EMPLOYED PROFESSIONALS

Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council
<b>PLANT PRODUCTION EXPERT OR AGRONOMIST:</b> Professional Natural Scientist with the South African Council for Natural Scientific Professions ( <b>SACNASP</b> )		
1.		
2.		
3.		
<b>ANIMAL SCIENTIST</b> Professional Natural Scientist for Animal Scientist with the South African Council for Natural Scientific Professions ( <b>SACNASP</b> ) <b>or</b> <b>VETERINARIAN</b> registered as a Veterinarian with the South African Veterinary Council ( <b>SAVC</b> ).		
1.		
2.		
3.		

5/2/2/1(020)2025/2026

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND MAINTAIN AN E-VOUCHER MOBILE APPLICATION AND WEB-BASED MODULE OF THE “ONLINE PLATFORM FOR PRODUCER SUPPORT” FOR THE DEPARTMENT OF AGRICULTURE.

**CLOSING DATE: 22 JUNE 2026 @ 11:00**

**NB: THERE WILL BE A COMPULSORY BRIEFING MEETING IN PRETORIA AS FOLLOWS:**

**DATE: 04 JUNE 2026**

**VENUE: 503 BELVEDERE STREET, ACARDIA PRETORIA SEFALA BUILDING, BOARDROOM 611.**

**TIME: 10:00.**

**NB: NO LATE COMERS WILL BE ALLOWED**

**TECHNICAL ENQUIRIES** : Ms. Motshidisi Sitali  
**TEL** : 012 312 9936  
**EMAIL** : [MotshidisiS@nda.gov.za](mailto:MotshidisiS@nda.gov.za)

**BID RELATED ENQUIRIES** : Mr. F Maseli  
**TEL** : (012) 312 8382  
**EMAIL** : [Mbulahenima@nda.gov.za](mailto:Mbulahenima@nda.gov.za)

**NB : The applicable preference point system for this bid is the 80/20 preference point system. (all applicable taxes included)**

**NB: BID CLOSING ADDRESS:**  
**DEPARTMENT OF AGRICULTURE, 600 LILLIAN NGOYI STREET, PRETORIA, 0001**

**FINANCIAL PROPOSAL PART 2 OF 2**

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**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP, PUBLISH AND MAINTAIN AN E-VOUCHER MOBILE APPLICATION AND WEB- BASED MODULE OF THE “ONLINE PLATFORM FOR PRODUCER SUPPORT” FOR THE DEPARTMENT OF AGRICULTURE**

**PRICING SCHEDULE**

**(Professional Services)**

NAME OF BIDDER: .....	BID NO.:
.....	
CLOSING TIME 11:00	CLOSING DATE.....

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

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1. The accompanying information must be used for the formulation of proposals.
2. Bidders must complete this SBD 3.3 form in full (Pricing Schedule).
3. Bidders are required to indicate the total cost for the project.

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Total Quote Price (INCLUSIVE OF VAT) R.....

4. Prices must be firm for the full period of the contract. Any adjustments to the quotation prices that include consumer price index, rate of exchange, etc., will not be considered, as these adjustments **must be factored in the bid prices.**
5. Period required for commencement with project after receipt of an official order : \_\_\_\_\_
6. Will the project be completed within thirty-six (36) months from the date of receipt of an official order: Yes / No

If no, provide a reason.

7. Any additional licensing or tools that are necessary for the development and hosting of the system that will result in ongoing costs or financial implications must also be included in this pricing schedule.

Phases	Deliverables	Cost Per Phase	Timeframe	RATE FOR CONSULTATION
<b>Phase 1: Inception Report:</b> Setting the scene: first meeting with the client to be held within five (5) working days of receipt of the appointment letter. This phase will also include a detailed project programme, project deliverables, timeframes, and budgets to be included in a <b>Project Inception</b>	<b>• Project Inception Report</b>	5%	1 month	R.....

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<p><b>Report.</b> The Project Inception Report should also include a consultation, communication, and stakeholder engagement plan.</p>				
<p>Phase 2: Analysis and Design: At this stage, the selected service provider is responsible for studying and gathering all the requirements details of the system by assessing the necessary documents available (i.e., the Business Case and User Requirement Specification), conduct discussion meetings with the concerned staff members in DOA and PDA. It is also important for the service provider to clear any ambiguity about the required system by analysing and reviewing the Business Case and User Requirement Specification. Finally, the service provider should document a Solution</p>	<p><b>• System Analysis and Solution Design Document</b></p>	<p>15 %</p>	<p>3 Months</p>	<p>R.....</p>

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<p>Design Document (SDD) for the e-Voucher Module and mobile application. Once a Solution Design Document is endorsed by DOA, the service provider should design a prototype or dummy interface for the system features</p>				
<p><b>Phase 3: System development, Testing and Quality Assurance</b> Once the system is SDD is approved, the service provider will commence with the development of the system. This stage is the implementation stage, whereby agreed coding styles will be used to code the system. Furthermore, this stage will be used to iteratively test the system module interactions for quality assurance. Key deliverable for this phase will be a <b>developed system</b> and a positive <b>User Acceptance</b></p>	<p><b>Developed System, Validation and Testing Report (User Acceptance Testing - UAT)</b></p>	<p>40 %</p>	<p>4 Months</p>	<p>R.....</p>

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<p><b>Testing (UAT)</b> report. Test the solution on the DOA and PDA environment before deployment to production.</p>				
<p><b>Phase 4: Deployment, training, and Capacity Building.</b> At this stage the service provider will be expected to deploy and integrate the system with the DOA Online Platform for Producer Support, publish the mobile application. For 24 months (Maintenance and support), develop a training manual and facilitate training to officials within DOA, Provincial Departments of Agriculture (focusing on technical, Supply Chain Management, and Information Technology (IT) officials), and prospective private sector users such as agro-dealers. Key deliverables during this stage are a <b>Training Manual, a Training Report, a</b></p>	<p><b>The full code and database of the system</b>  <b>Payment gateway</b>  <b>Subscription or license.</b>   <b>Technical System Manual</b>   <b>Training Manual and a Training Report</b>  <b>Deployment certificate</b>   <b>• Change Management Advisory Board (CAB) approval for system deployment.</b></p>	<p>30 %</p>	<p>4 Months</p>	<p>R.....</p>

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<p><b>Deployment Certificate, a Technical System Manual, and a signed Change Advisory Board (CAB) approval for system deployment.</b> This stage is also associated with the handover of all system-related documentation in both electronic and printed format including the source codes.</p>				
<p>Retention</p>		<p>10 %</p>	<p>36 months</p>	<p>R.....</p>
<p><b>Phase 5: Maintenance and Support</b> Once the system is deployed, the service provider will be expected to provide ongoing maintenance and support on the system to address any functional issues in the process for a period of 24 months. All maintenance and support must be pre-approved by the department</p>	<p>Report on issues resolved</p>	<p>Variable (Hourly rate to a maximum of 70 hours per month)</p>	<p>24 Months</p>	<p>R.....</p>

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<b>TOTAL COST (EXCLUDING VAT)</b>		R.....
<b>VAT 15%</b>		R.....
<b>TOTAL COST (INCLUDING VAT)</b>		R.....

Any enquiries regarding bidding procedures may be directed to the –

Query	Name	Contact Details
Technical	Ms. Motshidisi Sitali	012 312 9936 MotshidisiS@nda.gov.za
Bid related	Mr Mbulaheni Maseli	(012) 312-8382 MbulaheniMa@nda.agric.za

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**APPROVAL**

Pricing Schedule approved by

A handwritten signature in black ink, appearing to read 'B. Msomi', is written over a horizontal line.

**MR BONGA MSOMI**  
**CHAIRPERSON: BSC**  
**DATE: 05/03/2026**