

LA 1.2

5/2/2/1(018)2025/2026

THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 27 OCTOBER 2026 @ 11:00

NB: There will be a compulsory briefing session as follows:

Date: 09 October 2026

**Venue: Imbizo Hall
Harvest House
30 Hamilton Street
Pretoria**

Time: 10:00

TECHNICAL ENQUIRIES

Ms Adel Ferreira	082 827 0612	adelf@nda.gov.za
------------------	--------------	--

BID RELATED ENQUIRIES : Mr. Ben Coetzer
TEL : (012) 312 8375
EMAIL : BenC@Nda.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, 20 STEVE BIKO ROAD ARCADIA PRETORIA

NB! The applicable preference point system for this quotation is the 80/20 preference point system. (all applicable taxes included)

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1



agriculture

Department:
Agriculture
REPUBLIC OF SOUTH AFRICA

Directorate: Demand and Acquisition Management Services: **Enquiries:** Mr Ben Coetzer: **Tel:** (012) 312 8375

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE

BID NUMBER: 5/2/1(018) 2025/2026

CLOSING TIME: 11H00 CLOSING DATE: 27 OCTOBER 2026

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD 3, SBD4, SBD 5, SBD 6.1 and SPECIFICATIONS.
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: 01 OCTOBER 2026

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	5/2/21(018) 2025/2026	CLOSING DATE:	27 OCTOBER 2026	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE					
20 STEVE BIKO ROAD ARCADIA					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr B Coetzer		CONTACT PERSON	Ms Adel Ferreira	
TELEPHONE NUMBER	(012) 312 8375		TELEPHONE NUMBER	082 827 0612	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	BenC@Nda.gov.za		E-MAIL ADDRESS	adelf@nda.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

SBD4

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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 Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at 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:

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

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)
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- a) Before 27 April 1994 I. On or before 27 April 1994 and who would be entitled to acquire	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

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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	☐	NO	☐
-----	--------------------------	----	--------------------------

- 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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....



agriculture

Department:
Agriculture
REPUBLIC OF SOUTH AFRICA



TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

1. PURPOSE

The Department of Agriculture (DOA) invites suitably qualified and experienced service providers to submit proposals for the management and implementation of the Employee Health and Wellness Programme (EHWP) for the DOA. The programme will include a confidential referral service administered by an accredited EHWP service provider:-

2. BACKGROUND

2.1 DOA has a staff establishment of 2361 posts comprised of 1973 filled permanent posts, 193 vacant posts and 195 employees on contract, who are deployed across all nine provinces, some of whom are based in very remote areas far from cities, with very limited access to the basic amenities like health facilities, social services etc. and some being placed in camps, miles away from their families.

3. SCOPE OF THE PROJECT

- 3.1 The Employee Health and Wellness services are available to all employees of DOA (including fixed-term contract employees) and their immediate family members, in line with the approved Wellness Management Policy.
- 3.2 The service is not available to external service providers (independent contractors) appointed to render services to the department e.g. outsourced cleaning companies, consultants, etc.

4. AIMS OF THE PROJECT

- 4.1 Assisting individual employees to overcome their work related challenges that are likely to affect their productivity and personal challenges, the latter of which includes challenges faced by immediate family members.
- 4.2 Creating a caring and healthy working environment in which employees feel valued.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

- 4.3 Promoting healthy living on a proactive basis through the life skills programme.
- 4.4 Improving organisational performance by ensuring that the employees have the necessary support system in place, which will enable them to reach their maximum potential.
- 4.5. Assisting managers and supervisors in dealing with the challenges that employees face in the performance of their duties.
- 4.6 Enhancing positive morale amongst employees with the view to improve service delivery

5 DELIVERABLES

5.1 Provide confidential counselling and referral services. These services will be offered on a fee per service arrangement and be available to the employees and their immediate family members 24 hours per day/ 7 days a week and 365 days a year. Services in the following areas amongst others will be rendered by the appointed service provider:

	Deliverables	Activities
5.1.1	Marketing sessions to all the employees of the department	❖ The service will be launched nationally ❖ Services will be marketed to all employees for maximum utilisation ❖ Marketing sessions will be conducted on-site or through virtual sessions
5.1.2.	Render psychosocial counselling services	❖ Psychosocial counselling to individuals, couples and groups ❖ Counselling during epidemics and pandemics ❖ Financial planning ❖ HIV & AIDS counselling ❖ Mental health counselling services ❖ Child protocol services ❖ Gender based violence ❖ Premarital and Marital counselling ❖ Family counselling ❖ Debt counselling ❖ Managerial support services

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

		❖ Trauma diffusion and debriefing ❖ Crisis intervention ❖ Rehabilitation counselling, follow-ups and reporting referrals ❖ Compilation of formal referral reports
5.2	Provision of marketing material	Posters (full colour and glossy) ❖ A2 x 100 ❖ A3 x 250 ❖ A4 x 250 Wallet cards x 3000 (full colour and glossy) 3000 fridge magnets
5.3	Life management services	❖ 20 individual sessions per month
5.4	Online health services by a qualified nurse on a fixed fee service	❖ Individual health services consultations
5.5	E-care services on a fixed fee service	❖ Health and wellness hub services
5.6	Life skills programmes (on site or virtual) in line with the identified trends such as Stress, Burnout, Depression, Change Management, Relationships Management etc.	❖ 20 workshops per annum ❖ Attendance registers must be completed and submitted to DOA ❖ Evaluation forms must be completed by attendees and submitted to DOA
5.7	Emotional impact sessions-identify issues that impact on employees' emotions and strengthen coping mechanisms for increased productivity	❖ 6 sessions per annum at two hours each ❖ Attendance registers must be completed and submitted to DOA ❖ Evaluation Forms must be completed by attendees and submitted to DOA ❖ Report with findings and recommendation should be submitted within five working days after each session
5.8	Executive Wellness Programme/ Audit focusing on :	❖ Executives' total wellbeing (physical, psychological, occupational, spiritual and social)
5.9	The team will have to work very closely with the EHW in-house coordinator and convene quarterly meetings, which must include the DMTS manager.	❖ 4 meetings per annum at two hours each ❖ Attendance registers must be completed and submitted to DOA ❖ Evaluation Forms must be completed by attendees and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

		submitted to DOA ❖ Report with findings and recommendations should be submitted five working days after each meeting
--	--	---

5.11 The comprehensive services to be rendered by the EHWM must also offer:

5.11.1 Counselling and life management support services

5.11.2 Implementation of sessions and marketing of the services to all the DOA employees to maximise utilisation of the services.

5.11.3 Monthly, quarterly and annual reports on all services rendered, webinars and types of problems, complaints and positive feedback from managers and employees

5.11.4 Quarterly meetings as set out in 5.9 above

5.11.5 Partake in regular reviews.

6. AREAS OF PERFORMANCE OF THE SERVICE PROVIDER

6.1 Referrals and Counselling: Face-to-Face and Telephonic

6.1.1 The service provider shall be accessible on a 24 hour a day, 7 days a week and 365 days a year basis (as per the approved Wellness Management Policy, which is available from the DOA upon request) to employees and immediate family members who need counselling through **self-referrals**.

6.1.2 With regard to endemics and pandemics cases and close contacts, the responsible manager will e-mail referrals (using an approved reporting template) to the service provider and copy the Compliance Officer together with the EHWM managers for record purposes and follow-up.

6.1.3 The service provider shall attend to all formal referrals received from the supervisors/managers of employees whose performance have been impacted by their work-related or personal challenges. The Wellness Management case managers shall be copied when forwarding the feedback reports to the referring agents.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

- 6.1.4 An appointment slip shall be signed by the therapist and the employee as proof of attendance and shall be given to the employee at the end of each session to submit to his or her supervisor.
- 6.1.5 The service provider shall provide an initial assessment report indicating the number of sessions required, and a feedback report on termination. (to EHW coordinator)

6.2 Trauma Diffusion and Debriefing

- 6.2.1 The service provider shall provide trauma diffusion/debriefing services to DOA employees and their immediate family members (as per the approved Wellness Management policy) within 72 hours of the incident causing the need for the trauma diffusion/debriefing services or as determined by the EHW Programme Manager.
- 6.2.2 Referrals for trauma diffusion/debriefing shall be co-ordinated by the relevant case manager.
- 6.2.3 The service provider shall be required to provide reports for each diffusion/debriefing session within 7 days after the trauma debriefing session to EHW coordinator
- 6.2.4 The service provider shall be required to provide home and hospital visits when requested by the EHW Programme Manager.

6.3 Crisis Management

- 6.3.1 The service provider shall render interventions to DOA employees and their families in crisis situations within 24 hours of referral.
- 6.3.2 The service provider shall be required to provide feedback reports to EHW coordinator within 5 working days after the interventions.

6.4 Rehabilitation, Monitoring and Re-integration

- 6.4.1 Should the assessment of an employee by a health and wellness professional necessitate admission to a rehabilitation facility, the case managers shall in liaison with the Service Provider process the referrals.
- 6.4.2 The Service Provider shall be required to be part of the multi-disciplinary panel for reintegration of the employee into the workplace.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

- 6.4.3 The Service Provider shall be required to provide reports within ten days after the employee is discharged from the rehabilitation facility. to EHW coordinator

6.5 A 24-hour Toll-free Call Centre

The service provider shall provide a dedicated 24-hour toll-free call centre which is culturally sensitive. The call centre staff should be representative of all 12 South African official languages, which includes South African sign language. Employees and immediate family members requiring sign language shall receive services through the face-to-face model or through virtual options

6.6 Reporting

- 6.6.1 Upon receipt of the Formal Referral, the service provider shall submit Initial reports that indicate the presenting problem, the number of sessions required and the planned interventions. Reports shall be submitted to the referring managers within 3 days of the first counselling sessions.
- 6.6.2 Progress reports to referring managers shall be solution focused with clear workplace recommendations and be submitted within 3 days on completion of the contracted sessions. The recommendations shall take into consideration the DOA's policies.
- 6.6.3 Reports of non-attendance and cancellation of confirmed contracted services shall be submitted to the referring managers within 48 hours.
- 6.6.4 Reports shall be submitted in a format as determined by the DOA.
- 6.6.5 Monthly, Quarterly, and Annual statistical reports on utilisation rates, trend analysis and recommendations shall be submitted by the Service Provider to the EHW Programme Manager.

6.7 Marketing sessions of the EHWM services

The service provider shall be expected to market well-being services to all employees to ensure optimum utilisation. The marketing sessions should be conducted physically and/or virtually in line with the relevant Disaster Management Act: Declaration of a National State of Disaster, if applicable.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

6.8 Case Management and Monitoring

The EHWM team shall hold quarterly meetings with the service provider to discuss programme implementation and perform quality assurance.

7 PERIOD OF CONTRACT

- 7.1 The contract shall be for a period of 3 years, and performance shall be reviewed on a quarterly basis.
- 7.2 The contract shall commence upon appointment of the service provider and the issuing of a purchase order to the service provider.

8. PROJECT REQUIREMENTS

- 8.1 The potential service provider should submit a proposal not later than the closing date stipulated in the advert.
- 8.2 The proposal for the project should include the following:
 - a) A detailed proposed methodology on how this project will be managed and delivered successfully by the potential service provider.
 - b) Organisational profile and shortened CVs of all team resources/affiliates and team leaders to be utilised in delivering this project for a 3-year period.
 - c) Proof of current and valid registration with recognised Council or Association (the Health Professions Council of South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP))
 - d) Previous relevant experience and references. The Project Manager of the company should have worked within the EHWM field for not less than 6 years.
 - e) Written proof that the company (Service Provider) itself has rendered EHWM services to clients for 9 years or more.
 - f) Detailed Project Plan: Breakdown of activities and time frames.
- 8.3 The Service Provider shall appoint a Project Manager/Liaison Officer who shall facilitate all referrals from the Department and attend all departmental meetings as stipulated in the Service Level Agreement (SLA) which will be entered into by the DOA and the service provider.
- 8.4 The service provider is expected to provide the required services in all the DOA offices countrywide and therefore have a national footprint. See Appendix A for the list of offices.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

9. MANDATORY REQUIREMENTS

- 9.1. Attendance of a compulsory briefing session
- 9.2. The Project Manager and the Liaison Officer must be a qualified Psychologist and/or Social Worker and be registered with the Health Professions Council of South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) to provide the services. Written proof of valid registration with the relevant Council must be submitted as part of the bid.

10. COMPETENCIES OF THE SERVICE PROVIDER

The required competencies and skills of the potential service provider must include expertise, knowledge and experience in the following:

- 10.1 Therapeutic (Psycho-social) Counselling
- 10.2 Trauma diffusion and debriefing
- 10.3 Crisis management
- 10.4 Monitoring and reintegration after Rehabilitation
- 10.5 Relationship building and Group intervention
- 10.6 Staffing for the 24-hour toll-free call centre
- 10.7 Excellent research and report writing skills.
- 10.8 Case management and monitoring.
- 10.9 Presentation and Facilitation Skills.
- 10.10 The appointed service provider must have National Footprint capacity and capability.

11. DIRECTORATE: DIVERSITY MANAGEMENT

- 11.1 The Department shall enter into a Service Level Agreement with the appointed service provider for a three-year period subject to quarterly performance reviews, based on complaints received, and client satisfaction surveys conducted every six months. Poor performance will

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

be regarded as a material breach of contract and may lead to cancelation of the contract.

12. THE EHW PROGRAMME MANAGER

The Director: Diversity Management and Transformation Strategies shall be the EHW Programme Manager and shall among other tasks be responsible for:

- 12.1 Tracking the progress of tasks within the set timeframes;
- 12.2 Assessment, monitoring and evaluation of services
- 12.3 Authorisation of payments
- 12.4 Spot checking the progress on management of referrals.

13. TERMS AND CONDITIONS OF THE BID

- 13.1 Awarding the bid will be subject to the Service Provider's acceptance of the Government's Supply Chain Management General Conditions of Contract (GCC).
- 13.2 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 Department.
- 13.3 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DOA, except where duly authorized to do so in writing by the DOA.
- 13.4 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DOA.
- 13.5 The successful Service Provider agrees to keep confidential all records and information of/ or related to the project and not disclose such records or information to any third party without the prior written consent of the Department.
- 13.6 The Service Provider shall at all times and in all respects comply with the Protection of Personal Information Act, 4 of 2013 (POPIA).

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

- 13.7 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 13.8 The successful service provider will be notified in writing as soon as the bidding processes are completed.
- 13.9 The invoices should include the Department's order number that will be provided to the selected service provider upon issuing of an order. No copies or emailed invoices will be processed.
- 13.10 Once the successful service provider is appointed, the DOA and the service provider shall enter into a Service Level Agreement, which shall among other things address the following:
 - 13.10.1 The need to maintain confidentiality, the primary principle of the EHWM throughout every level of the programme.
 - 13.10.2 That the EHW Programme Manager, case managers and external counsellors will be bound by the Codes of Ethics and/or Codes of Conduct of their relevant registration/professional bodies.
 - 13.10.3 That the service provider shall provide services that are culturally and language sensitive based on the needs of the employees involved
 - 13.10.4 That the service provider shall be required to render services as indicated in the:as indicated in the table in paragraph 5
 - 13.10.5 That the Department will assume full ownership of reports, data and information obtained during the course of the project and reserves the right to use them as it deems fit.
 - 13.10.6 The service provider shall submit invoices monthly. Payment details will be set out in the SLA.

14. END OF CONTRACT AND HAND OVER

- 14.1 The service provider shall upon termination of the contract with DOA hand all reports and files of employees who utilised services over to the Director: DMTS.
- 14.2 The service provider shall upon termination of the contract submit a comprehensive close out report on all services provided to the DOA during the term of the contract. The close out report shall include, but not be limited to, the following:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

- 14.2.1 Number of employees that utilised the services;
- 14.2.2 Number of sessions per employee;
- 14.2.3 Number of missed appointments;
- 14.2.4 Total costs of psycho-social services and the total costs incurred by the DOA;
- 14.2.5 Number of life-skills presentations, marketing sessions and workshops conducted; and
- 14.2.6 An indication of the trends observed over the 3-year contract period, the impact of services rendered for redress, skills transferred to the DOA as well as recommendations for future improvement in the management of well-being services.

15 FINANCIAL PENALTIES AND/OR TERMINATION OF CONTRACT

- 15.1 Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines not met without providing the following:
 - 15.1.1 Timely notification of such delays;
 - 15.1.2 Reasons for the delays to the satisfaction of the DOA; and
 - 15.1.3 Supporting evidence to the satisfaction of the DOA that the delays were outside the control of the service provider.
- 15.2 Payments will be made only for work performed to the satisfaction of the DOA.
- 15.3 Financial penalties will be imposed where the outputs delivered by the service provider do not meet the agreed-upon deliverable criteria as stipulated in the table under paragraph 5 above. In cases of non-compliance or transgressions, a penalty equivalent to 10% of the total monthly payment due to the service provider will be deducted. The applicable penalties and conditions will be clearly stipulated in the SLAGCC.15.4 If the service provider's services have not improved upon being notified of failure to implement services according to the expected standard by the client, the contract may be terminated.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

16. EVALUATION CRITERIA

This bid shall be evaluated in three (3) stages:

16.1 Stage 1: Bids will be evaluated on functionality.

16.2 Stage 2: Bids will be evaluated in terms of presentation.

16.3 Stage 3: Bids will be evaluated in accordance with 80/20 preference points

16.1 First Stage – Evaluation of Functionality

16.1.1 The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values.

16.1.2 The applicable values that will be utilised when scoring each criterion ranges from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

Evaluation Criteria	Application	Weights
Company's previous experience	Company's previous experience (minimum 9 years) in conducting employee well-being services within a medium to large organisation. Attach a minimum of 3 references (cumulatively 9 years of experience) of where similar work was successfully undertaken with the following clearly outlined: I. Official letterhead signed by Accounting Officer/CEO. II. Company's names, addresses, contact details. III. Duration of the contract/s (Not less than 3 years per contract). IV. Size of the client organization/s. V. Type/s of service/s provided for the period/s of the contract/s. NB: All reference letters attached must comply with the above requirements in Roman Figures I to V - Bidder have less than 1 year and up to 2 years' experience with less than 3 reference letters attached. Poor (1) - Bidder have more than 2 years and up to 3 years' experience with less than 3 reference letters attached. Average (2)	40

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

	- Bidder have more than 3 years and less than 9 years' experience with less than 3 reference letters attached. Good (3) - Bidder have 9 years' experience with 3 reference letters attached. Very Good (4) - Bidder have more than 9 years' experience with more than 3 reference letters attached. Excellent (5)	
Experience of Project Manager/Liaison Officer	Project Manager/Liaison Officer must be a qualified psychologist/social worker, with a minimum of 6 years' experience and be registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) - Project Manager/Liaison Officer is not a qualified psychologist/social worker and is not registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) and have less than 1 year experience. Poor (1) - Project Manager/Liaison Officer is a qualified psychologist/social worker and is registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) and have 1 year and up to 2 years' experience. Average (2)	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

	- Project Manager/Liaison Officer is a qualified psychologist/social worker and is registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) and have more than 2 years but less than 6 years' experience Good (3) - Project Manager/Liaison Officer is a qualified psychologist/social worker and is registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) and have 6 years' experience Very Good (4) - Project Manager/Liaison Officer is a qualified psychologist/social worker and is registered with the Health Profession Council South Africa (HPCSA) or South African Council for Social Service Professions (SACSSP) and have more than 6 years' experience. Excellent (5)	
Ability, Capacity and Capability •Experience •Competency •Track Record	• A minimum of 20 Therapists/Affiliates per province. Attach a list of Therapists/Affiliates per province indicating relevant years of expertise and qualifications as a social worker/psychologist and with a minimum of two years' experience (indicating current and valid registration number with SACSSP or HPCSA) per therapist/affiliate. National footprint of affiliated therapists (20) • Attach a list with a minimum of 20 call centre staff. The 24-hour call centre staff to be a multi-disciplinary team comprising of but not limited to health, legal and financial advice in addition to therapeutic services. The list must indicate expertise and qualifications with a minimum of two years' experience (indicate current and valid registration number with the relevant Professional Bodies per call centre staff member). Note: Call Centre staff refers to a multidisciplinary team that is able to manage the 24-hour call centre and offer assistance and advice in	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

	Counselling, Health, Finance, Legal field. (20) ● Bidder submitted the following: Poor (1) ➤ List with less than 5 Therapists/Affiliates per province, with less than 2 years' experience as a Therapists/Affiliates and without indicating current and valid registration number with SACSSP or HPCSA per therapist/affiliate and no National footprint of affiliated therapists. ➤ List with less than 5 24-hour call centre staff that is a multi-disciplinary team comprising of but not limited to health, legal and financial advice in addition to therapeutic services. ● Bidder submitted the following: Average (2) ➤ List with 5 but less than 8 Therapists/Affiliates per province, with less than 2 years' experience as a Therapists/Affiliates and without indicating current and valid registration number with SACSSP or HPCSA per therapist/affiliate and no National footprint of affiliated therapists. ➤ List with 5 but less than 8 24-hour call centre staff that is a multi-disciplinary team comprising of but not limited to health, legal and financial advice in addition to therapeutic services with less than 2 years' experience ● Bidder submitted the following: Good (3) ➤ List with 8 but less than 20 Therapists/Affiliates per province, with less than 2 years' experience as a Therapists/Affiliates and without indicating current and valid registration number with SACSSP or HPCSA per therapist/affiliate and no National footprint of affiliated therapists. ➤ List with 8 but less than 20 24-hour call centre staff that is a multi-disciplinary team comprising of but not limited to health, legal and financial advice in addition to	
--	---	--

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

	therapeutic services with less than 2 years' experience ● Bidder submitted the following: Very Good (4) ➤ List with 20 Therapists/Affiliates per province, 2 years' experience as a Therapists/Affiliates and without indicating current and valid registration number with SACSSP or HPCSA per therapist/affiliate and with National footprint of affiliated therapists. ➤ List with 20 24-hour call centre staff that is a multi-disciplinary team comprising of but not limited to health, legal and financial advice in addition to therapeutic services with 2 years' experience ● Bidder submitted the following: Excellent (5) ➤ List with more than 20 Therapists/Affiliates per province with more than 2 years' experience as a Therapists/Affiliates and without indicating current and valid registration number with SACSSP or HPCSA per therapist/affiliate and with National footprint of affiliated therapists. ➤ List with more than 20 24-hour call centre staff that is a multi-disciplinary team comprising of but not limited to health, legal and financial advice in addition to therapeutic services with more than 2 years' experience	
Methodology	Bidder must submit a proposed methodology to be used in the execution and management of this project successfully taking into consideration the areas of performance of this project, including services reflected in paragraph 5 of the ToRs. • Methodology only outlines the execution and management or only the services in paragraph 5 of the ToR Poor (1) • Methodology partially addresses and outlines the execution and management and or only the services in paragraph 5 of the ToR Average (2)	10

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

	- Methodology addresses and outlines the execution and management of the project fully but not all the services in paragraph 5 of the ToR are addressed Good (3) - Methodology addresses and outlines the execution and management of the project fully all the services in paragraph 5 of the ToR are addressed Very Good (4) - Methodology addresses and outlines the execution and management of the project fully all the services in paragraph 5 of the ToR are addressed with the following additional services: Additional services <i>Physical mobility online exercises</i> <i>Life coaching services</i> <i>Health assessments and advice</i>	
TOTAL		100

All bidders that will score less than Seventy (70) out of the hundred (100) points on functionality will not be considered further for second stage.

16.2 SECOND STAGE – Presentation phase as per the below criteria:

16.2.1 Bidders will be required to prepare a 20 minutes presentation which will be presented virtually focusing on the following topics/criteria:

16.2.2 The applicable values that will be utilised when scoring each criterion ranges from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

	Evaluation Criteria	Application	Weights
		Prevention of the spread of endemics and pandemics and Impact Reduction Strategy in delivering core services - Company has a qualified nurse for advice - Documented prevention strategy - Standard operating procedures on management of pandemics and endemics - Case reporting strategy of self disclosed cases - Support strategy or guidelines	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

		❖ Bidder only covered one of the bullets above Poor (1) ❖ Bidder covered two of the bullets above Average (2) ❖ Bidder covered three of the bullets above Good (3) ❖ Bidder covered four of the bullets above Very Good (4) ❖ Bidder covered all five of the bullets above Excellent (5)	
		Psychosocial counselling delivery of core services. • Availability of clinicians/counsellors in all nine provinces • References from previous beneficiary organisations • Availability of clinicians in 11 languages • Availability of a sign language clinician interpreter • Available number of counsellors per day ❖ Bidder only covered one of the bullets above Poor (1) ❖ Bidder covered two of the bullets above Average (2) ❖ Bidder covered three of the bullets above Good (3) ❖ Bidder covered four of the bullets above Very Good (4) ❖ Bidder covered all five of the bullets above Excellent (5)	20
		24 hours Call Centre & Toll free number • Number of complaints received from clients on promptness • Number of clinicians available after hours • Customer satisfaction survey conducted • Average response time • Utilisation rate ❖ Bidder only covered one of the bullets above Poor (1) ❖ Bidder covered two of the bullets above Average (2) ❖ Bidder covered three of the bullets above	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

		Good (3) ❖ Bidder covered four of the bullets above Very Good (4) ❖ Bidder covered all five of the bullets above Excellent (5)	
		Marketing of the services to all the enrolled employees • Marketing tools utilised • Handling of diversity during marketing/language/disability/ occupational levels • Tailor made marketing strategy • Incorporation of beneficiary organisation policies • Branding of marketing tools ❖ Bidder only covered one of the bullets above Poor (1) ❖ Bidder covered two of the bullets above Average (2) ❖ Bidder covered three of the bullets above Good (3) ❖ Bidder covered four of the bullets above Very Good (4) ❖ Bidder covered all five of the bullets above Excellent (5)	30

All bidders that will score less than seventy (70) out of the hundred (100) points on functionality will not be considered further for Third stage.

16.3 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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

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 the purposes of this tender, the tenderer will be allocated points based on the goals stated in table 1 below, as may be supported by proof/ documentation stated in the conditions of this tender.

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, for 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 systems.

Table 6: 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.

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 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- a) Before 27 April 1994	8

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date	
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 points of price and HDIs must not exceed

100

17. Department of Agriculture Offices

EASTERN CAPE	
	1. Arundel Crescent, Sterling Road East London
	2. ICI Building, Patterson Road, Port Elizabeth
	3. Grootfontein Agricultural Development Institute, Middelburg, Eastern Cape
	4. Fairview Office Park, 66 Ring Road, Green Acres, Port Elizabeth (CED)
	5. East London (CED)
FREE STATE	
	1. Omni Building, 73 Aliwal Street, Bloemfontein
	2. Old SABS Building, 11 Church Street, Oranjesig, Bloemfontein
	3. Old DPW Nursery, 78 Krause Street, Bloemfontein
GAUTENG	
	1. Trust Bank Building, Cnr. Voortrekker & Woelf Street, Kempton Park
	2. Hamilton Forum Building, 140 Hamilton Street, Arcadia
	3. Agriculture Place Building, 20 Steve Biko Street, Arcadia, Pretoria
	4. Harvest House Building, 30 Hamilton Street, Arcadia, Pretoria
	5. Sefala Building, 503 Belvedere Street, Arcadia, Pretoria
	6. Plant Genetic Resources Centre, Erf 293 Portion 72 Complex, Roodeplaat, Pretoria
KWA ZULU NATAL	
	1. John Ross Building, Margaret Mcadi Avenue, Durban
	2. Laager Centre, 88 Church Street, Pietermaritzburg

TERMS OF REFERENCE FOR THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

	4. 4 th Floor, Home Affairs Building, Cnr Henshal & Brander Streets, Nelspruit (CED)
LIMPOPO	
	1.Thabo Mbeki Drive, Erf 6110, Modimolle (Nylstroom)
	2.Old Mutual Building, 78 Hans Van Rensburg Street, Polokwane
MPUMALANGA	
	1.Permanent Building, 27 Brown Street, Nelspruit
	2.Animal Health, 103 Kiaat Street, Hectorspruit
	3.Skukuza Veterinary Research Centre, Kruger National Park
NORTHERN CAPE	
	1.Locust Control Depot Branch, De Aar
	2. 2 Harrison Street, Kimberley
	3. Upington Locust Control Depot, Kenhardt Road, Upington
	4. Eiland Research Centre, Upington
NORTH WEST	
	1.Buffelspoort Plant Quarantine, Mooiwoo, Potchefstroom
	2.Louis Le Grange Building, Peter Mokaba Street, Potchefstroom
WESTERN CAPE	
	1.Seppe Greeff Building, 76 Voortrekker Road, Oudtshoorn
	2.Erf 281 Portion of Stellenbosch Road, Vredehuis
	3.Farm 183, Portion 17 of Stellenbosch Road, Plant Quarantine Building

18. ENQUIRIES

Enquiries	Name	Contact Details
Technical	Ms Adel Ferreira	adelf@nda.gov.za 0828270612
Bid related	Ben Coetzer	BenC@Nda.gov.za 12 312 8375

19. PUBLICATION

- National Treasury e-Tender Portal
- Departmental website
- Minimum of Twenty-one (21) calendar days.

LA 1.2

5/2/2/1(018)2025/2026

THE APPOINTMENT OF A QUALIFIED AND COMPETENT SERVICE PROVIDER TO MANAGE AND IMPLEMENT AN EMPLOYEE HEALTH AND WELLNESS (EHW) MANAGEMENT PROGRAMME FOR THE DEPARTMENT OF AGRICULTURE OVER A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 27 OCTOBER 2026 @ 11:00

NB: There will be a compulsory briefing session as follows:

Date: 09 October 2026

**Venue: Imbizo Hall
Harvest House
30 Hamilton Street
Pretoria**

Time: 10:00

TECHNICAL ENQUIRIES

Ms Adel Ferreira	082 827 0612	adelf@nda.gov.za
------------------	--------------	--

BID RELATED ENQUIRIES : Mr. Ben Coetzer
TEL : (012) 312 8375
EMAIL : BenC@Nda.gov.za

NB: BID CLOSING ADDRESS:

DEPARTMENT OF AGRICULTURE, 20 STEVE BIKO ROAD ARCADIA PRETORIA

NB! The applicable preference point system for this quotation is the 80/20 preference point system. (all applicable taxes included)

FINANCIAL PROPOSAL PART 2 OF 2

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT OF THE EMPLOYEE HEALTH AND WELLNESS (EHWM) SERVICES FOR THE DEPARTMENT OF AGRICULTURE FOR A PERIOD OF THREE YEARS.

SBD 3.1

PRICING SCHEDULE –FIRM PRICES

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

NAME OF SERVICE PROVIDER:

BID NO.: **5/2/2/1(018)2025/2026**

CLOSING TIME 11:00

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID. 27 OCTOBER 2026

ITEM NO:

DESCRIPTION: **THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT OF THE EMPLOYEE HEALTH AND WELLNESS (EHWM) SERVICES FOR THE DEPARTMENT OF AGRICULTURE FOR A PERIOD OF THREE YEARS.**

BID PRICE IN RSA CURRENCY

INCLUSIVE OF VALUE ADDED TAX AND FIRM R_____

5/2/21(018)2025/2026

ITEM	Number of sessions per month	Year 2 Unit price per item excluding VAT	Year 1 (12 months) excluding VAT	Year 2 Unit price per item excluding VAT	Year 2 (12 months) excluding VAT	Year 2 Unit price per item excluding VAT	Year 3 (12 months) excluding VAT	Total excluding VAT
1. 24/7 Call centre counselling	200							
2. Individual face to face counselling	50							
3. Parental guidance/ child protocol	10							
4. Couple counselling	5							
5. Group critical incidence trauma debriefing sessions	10							
6. E-Care	50							
7. Professional Life Management Support Services	10							
8. Executive Wellness	1							
9. Telephonic Managerial Service	10							
10. Monitoring meetings, reporting and evaluation	Bi-monthly							
11. Marketing services	30							
12. Wallet cards	2800 once off							
							TOTAL EXCLUDING VAT	R
							15 % VAT	R
							TOTAL ALL INCLUSIVE	R

THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE MANAGEMENT OF THE EMPLOYEE HEALTH AND WELLNESS (EHWM) SERVICES FOR THE DEPARTMENT OF AGRICULTURE FOR A PERIOD OF THREE YEARS.

Period required for commencement of project 03 Years after receipt of an official order

Does the offer comply with the specification(s)

Yes / No

If not to specification, indicate deviation(s)

.....

Period required for delivery

.....

*Delivery: Firm / Not Firm

Technical enquiries can be directed to:

Ms Adel Ferreira

Tel: 082 827 0612

Email: AdelF@nda.gov.za

General enquiries

Mr Ben Coetzer

Tel. no. 012 312 8375

Email: BenC@nda.gov.za