

5/2/2/1- DALRRD 0003 (2026/2027)

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS (2 YEARS) ON A FEE FOR SERVICE CONTRACT

CLOSING DATE: 16 JUNE 2026 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION.

DATE: 26 MAY 2026

VENUE: 600 LILLIAN NGOYI STREET, BEREA PARK PRETORIA 0001

TIME: 10:00

TECHNICAL ENQUIRIES : Ms Nocawe Morake
TEL : (012) 312 9592/9590
EMAIL : nocawe.morake@dalrrd.gov.za

BID RELATED ENQUIRIES : BIDS MANAGEMENT UNIT
TEL : (012) 312 8383/9627
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1



Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

BID NUMBER: 5/2/2/1- DALRRD 0003 (2026/2027)

CLOSING TIME: 11H00

CLOSING DATE: 16 JUNE 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, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 20 MAY 2026

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)

**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).
1.5. VALIDITY PERIOD: 120 DAYS
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za 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)
<p>A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-</p> <p>a) Before 27 April 1994 I. On or before 27 April 1994 and who would be entitled to acquire</p>	8		

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

then the organ of state must indicate the points allocated for specific goals for both the

90/10 and 80/20 preference point system.

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

5. SUB-CONTRACTING

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

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

5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



DIRECTORATE: EMPLOYEE RELATIONS
Private Bag X833, Pretoria, 0001; 600 Lillian Ngoyi Street, Pretoria, 0001
Tel: 012 312 9592; E-mail: MmapitsoM@Dlrrd.gov.za

CLASSIFICATION: GENERAL

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS (2 YEARS) ON A FEE FOR SERVICE CONTRACT

1. PURPOSE

- 1.1 The Department of Land Reform and Rural Development (DLRRD) requires employee well-being services within its offices on a **fee for service** contract for a period of 24 months.
- 1.2 The service provider will be expected to render the employee well-being services in a professional, effective, and efficient manner, using a turnaround strategy in accordance with the Department of Public Service and Administration (DPSA) EHW Strategic Framework.

2. BACKGROUND

- 2.1 The DLRRD established the Employee Health and Wellness Management (EHWM) Unit to address the challenges facing employees that could impact negatively on them or impair their job performance and social functioning. The service is provided jointly by the Employee Health and Wellness Management Unit and a service provider.
- 2.2 The Department went through a series of changes including a merger (2020), demerger (2025) and restructuring which have impacted on employee's satisfaction and organisational effectiveness. The service provider should seek to assist the Department in supporting smooth transition of employees and ensuring that they are resilient throughout this entire restructuring.



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3. PROJECT OBJECTIVES

Employee Health and Wellness services are provided to all employees of the Department on preventative, curative and rehabilitative levels with the following objectives:

- a) To assist managers and supervisors to deal appropriately with the difficulties/challenges that confront employees in the workplace.
- b) To assist employees to seek professional help for the challenges that impact on their work and interpersonal relationships at work.
- c) To provide appropriate mechanisms of intervention and confidential counselling for employees who seek to address challenges that they face in the workplace and in their personal lives.
- d) To promote co-operation, motivation and enhance employee morale to improve productivity and workplace efficiency.
- e) To provide employees with life skills, awareness and educational programmes that promote healthy lifestyles and coping skills.
- f) To enhance the overall well-being, health, and productivity of DLRRD employees, taking into consideration the challenges that may arise from the restructuring processes.

4. SCOPE OF WORK

- 4.1 The service will be provided to a staff compliment of approximately 5495 employees at National Office (NO) and all nine (9) Provinces including Districts. The Department will award the Tender to one Bidder nationally.
- 4.2 The counselling services (telephonic and face-to-face) will also cover the employees' immediate families and other people living in the same household, only as an extension and not as a separate service to them. In case of an employee's death the bereaved family will be eligible to receive grief counselling services to a maximum of six (6) sessions per family. The retired employees will be eligible for support up to a period of six (6) months per retiree.
- 4.3 The Employee Wellness Programme will encompass a comprehensive range of services and initiatives aimed at addressing the physical, mental, emotional, psychological and social well-being of DLRRD employees. This includes but is not limited to:
 - a) Health promotion and Disease Management Programmes
 - b) Mental health support and counselling services



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS (2 YEARS) ON A FEE FOR SERVICE CONTRACT

- c) Stress Management Programmes
 - d) Work-life Balance initiatives
 - e) Financial Wellness workshops
 - f) Substance abuse prevention and intervention programmes
 - g) Referral to other stakeholders for Specialised interventions
 - h) Physical wellness programmes.
 - i) Support for employees facing challenges related to the restructuring or similar processes.
- 4.4 The service must also cover employees on the internship and learnership programmes, DLRRD bursary holders, permanent employees, and contract employees on the DLRRD's National Office staff establishment.
- 4.5 Contract employees from external service providers/agencies are excluded from the services.
- 4.6 Bidders must submit details of different resources as outlined in Appendix A, which lists the required number of resources.
- 4.7 Bidders must also ensure that affiliates are capable of delivering services across all provinces within DLRRD.
- 4.8 Where a bidder does not have existing affiliates capacity to service DLRRD nationally, the bidder must establish formal agreements with qualified partners or affiliates who are duly registered and capable of delivering employee wellness services.

5. DELIVERABLES

Specific Roles and Responsibilities of the Bidder

5.1 Psychosocial Support

5.1.1 A 24-hour Toll-free Call Centre available 24/7/365 days

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 11 South African official languages. The call centre must be staffed by registered psychologists and social workers with at least two years of work



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS (2 YEARS) ON A FEE FOR SERVICE CONTRACT

experience. A minimum of three (3) call centre staff during the day and a minimum of two (2) during the night.

5.1.2 Face-to-Face Counselling Services

The service provider shall provide face-to-face counselling services to individuals and couples with a maximum of four counselling sessions per challenge, per annum, by a qualified and registered Psychologist or Social Worker. In cases where more sessions are required, the service provider shall submit a motivation in writing to the department within parameters of confidentiality.

NB: Employees' preference for virtual or face-to-face counselling should be considered.

5.1.3 Telephone Counselling available 24/7/365 days

The service provider shall provide a comprehensive dedicated 24/7/365 days Toll-Free service to address personal and work-related issues, confronting employees with the following **life management services**:

- a) Legal advice, information on legal matters including but not limited to divorce, insurance disputes, wills, etc.
- b) Financial advice, and coaching including but not limited to debt management, financial planning, etc.
- c) Family care such as domestic violence, parenting, marital problems, etc.

5.1.4 Conflict Mediation

The service provider shall provide conflict mediation between supervisors and supervisees or colleagues to assist the disputing parties to communicate, identify issues and compromise towards a mutually acceptable goal.

5.1.5 Reporting

- a) Initial reports shall indicate the presenting problem, the number of sessions required and the planned interventions. Reports shall be submitted to the case managers within 48 hours of the counselling session.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS (2 YEARS) ON A FEE FOR SERVICE CONTRACT

- b) Final feedback reports shall be solution focused on clear workplace recommendations and be submitted on completion of the contracted sessions. The recommendations shall take into consideration the DLRRD's policies.
- c) Detailed call centre reports offering insight into call volumes, resolution times and customer feedback.
- d) Monthly, Quarterly, and Annual statistical reports shall be submitted to the DLRRD Project Manager with the following:
 - i) Types of challenges dealt with and the most prevalent challenges.
 - ii) Number of employees/family members assisted and updated status of each case.
 - iii) Utilisation reports on telephone and e-Health Care services.
 - iv) Number and types of interventions that took place during the reported period.
 - v) Recommendations based on trend analysis.

5.1.6 Assessment for rehabilitation and After care services

- a) Should the assessment of an employee necessitate admission to a rehabilitation facility, the service provider shall, in liason with the internal Case Manager, process the referral.
- b) The service provider shall be required to provide after care services to assist reintegration of the employee into the workplace.

5.1.7 Managerial consultation

The service provider shall provide support to managers and supervisors regarding referral processes including dealing with poor performance, absenteeism and any other difficulty with people management issues.

5.2 Group Interventions

5.2.1 Trauma Diffusion/Debriefing Services

The service provider shall provide trauma diffusion/debriefing services to individuals and groups of employees and their families in case of traumatic incidents such as tragic and sudden death of an employee/family member, robbery, hijacking, etc. In the event of an onsite work-related trauma, the



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trauma counselors must be dispatched to render onsite trauma diffusion/debriefing services according to the professional service standards.

5.2.2 Emotional Impact sessions

The service provider shall support employees affected by common organisational issues deal with the range of challenges faced, afford them an opportunity to express their feelings in a contained, safe environment and help to normalise their experiences. Two (2) hour session (maximum of 30 participants) as and when needed.

5.2.3 Mental Health sessions

The service provider shall conduct workplace mental well-being educational programme to help the Department identify and address the risk factors and sources of stress that affect employees. Ten (10) mental health sessions per year nationally. Two (2) hour session (maximum of 50 participants).

5.2.4 Team Wellness Audits

The service provider shall conduct interviews for teams with relationships and concerns with group dynamics. Two (2) hour session (maximum of 30 team members). Ten (10) Team Audits per year nationally.

5.2.5 Team alignment

The service provider shall Implement relevant interventions / programmes to enhance team functioning with the affected team members such as conflict mediation for individual employees / managers / supervisors aimed at assisting them in attaining goals. Two (2) hour session to a maximum of 30 team members). Ten (10) Team alignment sessions per year nationally.

5.2.6 Employee Engagement survey

The service provider shall conduct employee engagement survey, which is aligned to restructuring process, to assist the Department in addressing identified challenges. Some of these challenges are because of the merger and restructuring of the department and have impacted on employees' morale and organisational effectiveness. One (01) survey during the first quarter of the contract.



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5.2.7 Organisational Wellness Interventions

Develop and implement EW interventions / strategies to assist employees in dealing / coping with organisational changes resulting from the survey that may have a negative impact on their wellbeing and organizational performance. Two (2) hour session, up to a maximum of 50 participants. Ten (10) interventions/sessions per year nationally

5.2.8 Lifestyle/Chronic Disease Management Programmes

The service provider shall develop programmes on disease management including HIV & AIDS, TB and STIs. These programmes should help promote the prevention of chronic / lifestyle diseases and health risks including but not limited to communicable (HIV & AIDS, TB and STIs) and non-communicable (cancer), mental health and other related chronic diseases. Two (2) hour session, up to a maximum of 50 participants. Ten (10) interventions/sessions per year nationally

5.3 Health screening services

The service provider shall conduct health screening services and provide comprehensive feedback reports for the organisation, without compromising employees' confidentiality for all screening services conducted as follows:

5.3.1 General Health Screening

- a) The service provider shall provide on-site health screening full day (8 hours) for employees to assess the health risks, including but not limited to blood glucose, cholesterol, blood pressure, HIV voluntary testing, weight, height and Body Mass Index. Twenty (20) on-site screening nationally.
- b) Health screening services to be conducted by qualified professionals in line with the Department of Health's testing protocols.
- c) DLRRD will provide venues for onsite screenings.

5.3.2 Executive Management Health Screening

Conduct a comprehensive Health Risk Assessment (HRA) for Executive. One (01) Executive HRA for eleven (11) Executive Managers per year. These are individual sessions.

The service provider will be responsible for providing venue and facilities for Executive Management screenings.



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5.4 Life-skills Workshops and Presentations

The service provider shall provide an Implementation Plan based on the trends identified from the employees' consultations. Targeted programmes / interventions aimed at addressing identified challenges shall be developed and implemented.

- a) Provide Twenty (20) x 2-hour workshops / training / information sessions for nine (09) provinces and NO, annually on EW related issues such as but not limited to mental health, lifestyle management programmes, weight management, fitness, nutrition management. Ten (10) virtually and 10 face-to-face (maximum of 50 participants for each session).
- b) Provide two (2) x 2-hour workshops on resilience building and burnout prevention for internal wellness teams (maximum of 15 participants for each session).
- c) Capacitate and strengthen Wellness Champions (WCs). Ten (10) WC capacity building sessions of 2 hours each in provinces and NO. Provide support material including manuals.
- d) Motivational engagements / talks on well-being related issues. Ten (10) motivational engagements annually (both province and National included) (maximum of 50 participants).

5.5. E-Health Care Services

Provide a comprehensive Interactive Online service which will:

- a) Afford employees an opportunity to complete personal wellness assessment and provide personalised topics based on individual interest.
- b) Provide employees with access to online engagement with medical, fitness instructors, nutritionists, etc.
- c) Serve as a continuous marketing initiative of the Programme to employees and support EW Practitioners and Wellness Champions.
- d) Allow selected officials immediate and direct access to information and reports that might have impact on workplace functioning and or assist in organisational decision making.



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5.6. Marketing & Awareness sessions to promote EW services

- a) Develop a Marketing Strategy for the launch and continuous promotion of the Programme in line with DLRRD Internal Communications protocols.
- b) Upon inception of this contract, introduce (launch) the services to be offered nationally. Ten (10) physical sessions for four (4) hours. One (1) virtual session for 01 hour.
- c) Provide marketing and promotion of the EW services to both managers and employees in all nine (9) provinces and NO. The sessions to also address the wellbeing challenges related to the restructuring. Fourty (40) sessions per annum (20 face-to-face & 20 virtually)

5.7 Promotional Material Requirements

All promotional material must meet the following specifications:

- a) Colour
- b) Departmental Logo included
- c) EHWM Logo included (Department to provide)
- d) All designs must be verified and approved by the Department before printing
- e) The material will be delivered at the National Office in Pretoria.
- f) The quantities specified below are for pricing purposes only. The Department will communicate the required numbers as and when needed.

5.7.1 Wallet cards: (Full colour & glossy)
Size 85.6 x 53.98mm (price per 1000 units)

5.7.2 Fridge Magnets (Full colour & glossy):
Brochures with fridge magnets (price per1000 units) size 200x100mm

5.7.3 Posters
A3: Full colour & glossy (price per 200 units)

5.7.4 Online monthly desk-drops (full colour) on different well-being topics in line with the National Health Calendar. Price per month



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6. Monitoring of the services

6.1 The EHWM Unit shall hold bi-monthly meetings with the service provider to discuss programme implementation and perform quality assurance.

6.2 The service provider shall:

6.2.1 Ensure that a comprehensive recording and monitoring system is available to provide detailed information on general utilisation and significant themes emerging from the interventions. The records should outline but not be limited to the number of calls received through the toll-free call center, origin (province/office) of calls, date, and response time to calls. DLRRD will have access to these records as and when required through a duly authorized person/s. This system must ensure that the identities of those utilising the service remain strictly confidential.

6.2.2 Make presentations to Management structures as and when required.

6.2.3 Provide DLRRD Project Manager access to the transcripts from their recording system for purposes of verifying utilisation rate without compromising the callers' confidentiality.

6.2.4 Provide client satisfaction report after utilisation of EW services by employees.

6.2.5 Attend to meeting requests from the EW Unit as and when required.

6.2.6 Take minutes of each meeting with DLRRD, track the action plans arising from the meetings and provide records of such meetings as and when required.

6.2.7 Submit monthly invoices with the list of employees, persal numbers, type of service, number of sessions and total costs on a monthly basis.

6.2.8 For group interventions, the service provider shall attach a copy of attendance register, participants' evaluation forms and intervention report.

7. PROJECT MANAGEMENT

The service provider shall:

7.1 Provide a Project Implementation Plan.



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- 7.2 Present progress with regards to the implementation of EWP during Management meetings.
- 7.3 Provide management information reports including trends and cost benefit analysis (Return on investment).
- 7.4 Provide strategic guidance to Management and EWP structures with regards to identified trends analysis, make recommendations and propose interventions accordingly.
- 7.5 Appoint a dedicated Account Manager to manage and co-ordinate the programme and ensure that the service is appropriately marketed, implemented, and fully integrated into the Department's objectives.

8. ACCESS TO THE SERVICE

- 8.1 The service must be available through a toll-free call center and other E-services, to all employees and their immediate families 24 hours a day, 365 days a year in all 11 South African official languages. Retirees will be eligible for service for a period of three months after retirement.
- 8.2 In the case of face-to-face counselling services must be provided within a distance not exceeding 30km away from their workplace.
- 8.3 Counselling, legal, medical and financial services / advice must be provided by professionals with qualifications in their respective fields.
- 8.4 A network of registered psychologists and social workers must be available to provide employees and their families with counselling services face to face/telephonic, depending on their preferences.
- 8.5 All services must be accessible to People with Disabilities (all forms of disabilities).

9. MANDATORY REQUIREMENTS

- 9.1 The bidder must attend a compulsory briefing session.
- 9.2 The bidder must have 57 affiliates/partners in all nine provinces to provide employee wellness services to DLRRD employees and their immediate family members,
 - 9.2.1 Where a bidder does not have an affiliates/partner within a specific province, the bidder must establish formal agreements with qualified affiliates/partners in the respective province.



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NB: This arrangement must be signed by parties involved and submitted as part of the bid. (Attach a signed agreement).

9.2.2 Each partner or affiliate must be a qualified Psychologist or Social Worker registered with the Health Professions Council of South Africa (HPCSA) or the South African Council for Social Service Professions (SACSSP). Bidders must attach proof of registration (HPCSA or SACSSP certificate) or **proof of payment or receipt confirming that the registration is active for the current calendar year.**

9.2.3 The bidder must complete the attached **Appendix A**, which is an organogram demonstrating the capacity of all required affiliates/partners.

9.3 One Project Manager/Liaison Officer must be a qualified Psychologist or Social Worker, registered with the Health Professions Council of South Africa (HPCSA) or the South African Council for Social Service Professions (SACSSP) to provide the required services. Attach proof of payment or receipt confirming that the registration is active for the current calendar year.

9.4 A fully completed pricing schedule on the prescribed template must be submitted.

(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED).

10. FIRST STAGE – EVALUATION OF FUNCTIONALITY

10.1 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.



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

Evaluation Criteria	Application	Weights
Resources Experience	<p>Each of the 57 affiliates/partners must have three (3) years' post qualification experience in providing employee wellness, counselling.</p> <p>NB: Attach a detailed CV of each affiliate as per an organogram (Appendix A) and</p> <p>Attach a company profile which summarises the experience of each affiliate.</p> <ul style="list-style-type: none"> ○ All 57 affiliates/partners with 0 - 2 years post qualification experience in providing employee wellness, counselling, or related experience to organisational development- Poor (1) ○ All 57 affiliates/partners with less than 3 years' post qualification experience in providing employee wellness, counselling, or related experience to organisational development - Average (2) ○ All 57 affiliates/partners with 3 years' post qualification experience in providing employee wellness, counselling, or related experience to organisational development - Good (4) ○ All 57 affiliates/partners with more than 3 years post qualification experience in providing employee wellness, counselling, or related experience to organisational development - Excellent (5) 	40
	<p>The Team Leader must have proven 10 years post qualification experience in providing employee wellness service.</p> <p>NB: Attach a detailed CV of the team leader</p> <ul style="list-style-type: none"> ○ Team Leader with Less than 5 years post qualification experience in providing employee wellness services. - Poor (1) ○ Team Leader with 5 and less than 10 years post qualification experience in providing employee wellness services - Average (2) 	20



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	<ul style="list-style-type: none"> ○ Team Leader with 10 years post qualification experience in providing employee wellness services - Good (4) ○ Team Leader with more than 10 years' post qualification experience in providing employee wellness services - Excellent (5) 	
<p>Company experience</p>	<p>The bidder must have ten (10) years' combined experience in providing employee wellness services.</p> <p>The Service Provider is required to submit reference letters from corporate or government clients where employee wellness services have been successfully rendered.</p> <ul style="list-style-type: none"> ● Reference letters must be on client letterhead. ● Clearly state the type of service provided ● Specify the duration of the service (start and end date). ● Include the name, designation, and contact details of the signatory ● Be signed and dated. <ul style="list-style-type: none"> ○ Less than 4 years combined experience- Poor (Score 1) ○ 4 years less than 10 years combined experience- Average (Score 2) ○ 10 years combined experiences in employee wellness services - Good (Score 4) ○ More than 10 years' combined experience in employee wellness Excellent (Score 5) <p>NB: The department reserves the right to verify the authenticity of reference letters and in case of negative authenticity, the reference letters will not be considered.</p>	<p>20</p>



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Methodology	<p>Bidders are required to submit a comprehensive and detailed methodology outlining the approach that will be adopted to ensure the successful execution, coordination, and management of the Employee Wellness Programme. The methodology must include the following key elements:</p> <ol style="list-style-type: none"> I. Detailed Project implementation plan on how the project will be carried out II. Employee Engagement and Communication-Strategies to inform and motivate employees to participate in wellness initiatives III. Data Management and Confidentiality-how employee information, health and wellness data and feedback will be collected, stored and used. IV. Availability of Information System for accurate reporting V. Documented Standard Operating Procedures <ul style="list-style-type: none"> ○ Methodology only meets one of the above criteria (score 1) ○ Methodology only meets two of the above criteria (score 2) ○ Methodology only meets four of the above criteria (score 4) ○ Methodology meets all five and exceeds the above criteria (score 5) 	20
TOTAL		100

All bidders that will score seventy (70) and above out of hundred (100) points on functionality will be considered further for second stage (Site Inspection).

10.2 SECOND STAGE: SITE INSPECTION

Department will conduct site inspections for all bidders who achieve a minimum of 70 points on functionality. The purpose of the site inspection is to verify that bidders have a 24 hours operational and functional Call Centre.



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Criteria	Application	Weights
<p>Dedicated Call Centre Staff</p>	<p>Dedicated 24-hour toll free Call Centre, with qualified staff and registered as social workers and psychologists, with a minimum of 2 years' experience in call centre environment and be registered with the SACSSP/HPCSA. A minimum of three (3) call centre staff during the day and a minimum of two (2) during the night.</p> <ol style="list-style-type: none"> I. The bidder must have a fully operational and functional call centre infrastructure which operates 24/7. II. The call centre must have a toll-free number. III. 3X Day shift Call Centre agents (Social worker or Psychologist) with 2 years' experience and registered with SACSSP OR HPCSA IV. 2X Night shift call centre agents (Social worker or Psychologist) with 2 years' experience and registered with SACSSP OR AND HPCSA <p>The Department will:</p> <p>Verify the physical infrastructure and operational functionality.</p> <p>Inspect call logs for 24-hour activity and availability.</p> <p>Observe call handling systems, reporting tools, and case management practices.</p> <p>The call centre must be able to respond within 60 seconds of each incoming call/ or call back within 5 minutes</p> <p>Verify staff CVs, qualifications and professional registration.</p> <p>Evaluate confidentiality protocols, governance procedures, and overall work environment.</p> <ul style="list-style-type: none"> • One or none of the above criteria requirements is met - Poor (1) 	<p>100</p>



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	<ul style="list-style-type: none"> • Less than three of the above criteria requirements are met - Average (2) • All the above criteria requirements i, ii iii and iv are met – Good (4) • All the above criteria requirements i, ii, iii and iv are met and all call centre agents have more than 2 years' experience – Excellent (5) 	
TOTAL		100

All bidders that achieve a score of 70 points on site inspection will be considered further for third stage in terms of price and specific goals.

10.3 THIRD STAGE- EVALUATION IN TERMS OF PRICE AND SPECIFIC GOALS.

10.3.1 POINTS AWARDED FOR PRICE

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

80/20

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

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.

10.3.2 POINTS AWARDED FOR SPECIFIC GOALS

- a) 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.
- b) In cases where organ of state intend to use Regulation 3(2) of the



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Regulations, which states that, if it is unclear whether 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

- c) 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 point allocated for specific goals for both the 90/10 and the 80/20 preference point system.

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

10.3.2.2 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— 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

10.3.2.3 Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to bidders: The bidder must indicate how they claim points for each preference point system.



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The points scored for price must be added to the points scored for specific goals

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 (90/10 system) (To be completed by the tenderer)
I. A person historically disadvantages 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- Before 27 April 1994 On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date.	8		
II. Who is female	5		
III. Who has a disability	2		
V. Specific goal: Who is youth	2		
V. Specific goal: Locality Promotion of South African owned enterprises	3		

to obtain the bidder's total points scored out of 100.



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11. COMPETENCIES OF THE SERVICE PROVIDER

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

- a) Therapeutic (Psycho-social) Counselling
- b) Trauma diffusion and debriefing
- c) Crisis Management
- d) Monitoring and reintegration after Rehabilitation
- e) Relationship building and group intervention
- f) A 24-hour toll-free call centre
- g) Excellent research and report writing skills
- h) Case management and mentoring
- i) Presentation and facilitation skills

12. MANAGEMENT IN THE DEPARTMENT

12.1 The Department shall enter in a Contract of Conditions (Service Level Agreement) with the appointed service provider for a twenty-four months period subject to a performance review every three months.

12.2 The project shall be managed by the Chief Director: Human Resource Management and Development and the Deputy Director-General: Corporate Support Services will be the Project Sponsor. The Head of the EHWM Unit will be the Project Co-ordinator.

13. TERMS AND CONDITIONS OF THE BID

13.1 Awarding the bid will be subject to the Service Provider's acceptance of the DLRRD Supply Chain Management general contract conditions.

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 DLRRD, except where duly authorised to do so in writing by the Department.

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 DLRRD.

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.



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- 13.6 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.
- 13.7 Note that the Department reserves the right to award the tender to more than one service provider(s).
- 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 appointed the DLRRD and the service provider shall enter into a contractual agreement, which shall among other things address the following:**
- a) The need to maintain confidentiality, the primary principle of the EHWM throughout every level of the programme.
 - b) That the EHW Programme Manager, Case managers and external counsellors will be bound by the code of ethics of their relevant registration/professional bodies.
 - c) That the service provider shall provide services that are culturally, and language sensitive based on the needs of the employees.
 - d) That the service provider shall be required to render services as indicated in the scope of work/services required.
 - e) 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.
- 13.10.1 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 code of ethics 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.
- 13.10.4 That the service provider shall be required to render services as indicated in the scope of work/services required.
- 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.



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14. END OF CONTRACT AND HAND OVER

14.1 The service provider shall upon termination of the contract with DLRRD hand all reports and files of employees who utilised services over to the Manager: EHWM.

14.2 The service provider shall upon termination of the contract submit a comprehensive close out report on all services provided to the DLRRD during the term of the contract. The close out report shall include, but not be limited to, the following:

- a) Number of employees that utilised the service;
- b) Number of sessions per employee;
- c) Number of missed appointments;
- d) Total costs of psycho-social services and the total costs incurred by the Department;
- e) An indication of the trends observed, and the impact of services rendered to the DLRRD for the duration of the contract and recommendations in respect thereof.

14.2.1 Number of employees that utilised the service;

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 department;

14.2.5 Number of life-skills presentations, marketing sessions and workshops conducted.

14.2.6 An indication of the trends observed, and the impact of services rendered to the DLRRD for the duration of the contract and recommendations in respect thereof.

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:



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- a) Timely notification of such delays;
- b) Reasons for the delays; and
- c) Supporting evidence that the delays were outside of the influence of the service provider.

15.1.1 Timely notification of such delays;

15.1.2 Reasons for the delays; and

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

15.2 Payments will be made only for work performed to the satisfaction of the DLRRD.

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

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 shall be terminated.

16. Contact details for technical enquiries

Ms Nocawe Morake

Employee Health and Wellness Management Unit

Tel: 012 312 9592 / 9590

E-mail: Nocawe.Morake@Dlrrd.gov.za

17. Supply Chain Management Enquiries

All Supply Chain Management enquiries related to this bid must be forwarded to:

Contacts: Bids unit (012) 312-8383/8381/9627	Email: Bids@dlrrd.gov.za
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5/2/2/1- DALRRD 0003 (2026/2027)

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS (2 YEARS) ON A FEE FOR SERVICE CONTRACT

CLOSING DATE: 16 JUNE 2026 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION.

DATE: 26 MAY 2026

VENUE: 600 LILLIAN NGOYI STREET, BEREA PARK PRETORIA 0001,

TIME: 10:00

TECHNICAL ENQUIRIES : Ms Nocawe Morake
TEL : (012) 312 9592/9590
EMAIL : nocawe.morake@dlrrd.gov.za

BID RELATED ENQUIRIES : BIDS MANAGEMENT UNIT
TEL : (012) 312 8383/9627
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001



SBD 3.3
PRICING SCHEDULE -PROFESSIONAL SERVICES

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

Name of Bidder.....	Bid number 5/2/2/1 DLRRD 0003 (2026/2027)
Closing Time 11:00	Closing date 16 JUNE 2026

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

1. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including expenses for the project.
2. The prices should be **FIRM** for the duration of the contract.
3. **TOTAL BID PRICE (INCLUSIVE OF VAT):** R.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

NO	SERVICE DESCRIPTION	QUANTITY	RATE (EXCL VAT)	RATE (INCL VAT)
5.1 PSYCHOSOCIAL SUPPORT				
Refer 5.1.1	A 24-hour Toll-free Call Centre available 24/7/365 days Professional Telephonic	monthly	R.....	R.....
Refer 5.1.2	Face-to-face Counselling for individuals	per session per person	R.....	R.....
	Face-to-face Counselling for couples	per session per couple	R.....	R.....
Refer 5.1.3	Telephone Counselling available 24/7/365 days	per session	R.....	R.....
Refer 5.1.4	Conflict mediation	per session	R.....	R.....
Refer 5.1.5	a) Initial reports b) Final Feedback Reports c) Detailed call centre reports d) Monthly, Quarterly and Annual statistical reports	per report per report per report per report	R..... R..... R..... R.....	R..... R..... R..... R.....

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

Refer 5.1.6	a) Assessment for rehabilitation -and After care service b) After care service to assist with reintegration of the employee into the workplace	per session	R.....	R.....
Refer 5.1.7	Managerial consultation	per consultation	R.....	R.....
5.2 GROUP INTERVENTIONS				
Refer 5.2.1	Trauma Diffusion/Debriefing Services	per 2 hr session (maximum of 30 participants) as and when there is a traumatic incident	R.....	R.....
Refer 5.2.3	Mental Health sessions	Per 2 hr session (maximum of 50 participants) Ten (10) mental health sessions per year nationally	R.....	R.....

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

Refer 5.2.4	Team Wellness Audits	per 2 hr session (maximum of 30 team members) Ten (10) Team Audits per year nationally	R.....	R.....
Refer 5.2.5	Team Alignment	per 2 hr session (maximum of 30 team members) Ten (10) Team Alignment per year nationally	R.....	R.....
Refer 5.2.6	Employee Engagement survey	per survey One (01) survey during the first quarter of the contract	R.....	R.....
Refer 5.2.7	Organisational Wellness interventions	per 2 hr session (maximum of 50 participants) Ten (10) interventions/sessions per year nationally	R.....	R.....

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

Refer 5.2.8	Lifestyle / Chronic Disease Management Sessions	per 2 hr session (maximum of 50 participants) Ten (10) sessions per year nationally	R.....	R.....
5.3 HEALTH SCREENING SERVICES				
Refer 5.3.1	General Health Screening Conduct On-site screening	per employee (20) on-site health screenings for full day (8 hours) per year nationally. DLRRD will provide venues for the screenings	R.....	R.....
Refer 5.3.2	Executive Management Health Screening	per manager One (01) Executive HRA for eleven (11) Executive Managers for 4 hours per year. The service provider will be responsible for providing venue and facilities.	R.....	R.....

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

5.4 LIFE SKILLS WORKSHOPS AND PRESENTATIONS		
<p>a) 2-hour workshop / training / information session (e.g. mental health, lifestyle management programmes, weight management, fitness, nutrition management).</p>	<p>per session (maximum of 50 participants for each session). Twenty (20) workshops / training / information sessions annually 10 virtually and 10 face-to-face</p> <p>Fitness/ sports and recreation activities per 1 hour session (maximum of 50 participants)</p> <p>per Face-to-face session</p> <p>per Virtual session</p> <p>per workshop</p>	<p>R.....</p> <p>R.....</p> <p>R.....</p>

Bid Initials
 Bid's Signature
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

NO	SERVICE DESCRIPTION	QUANTITY	RATE (EXCL VAT)	RATE (INCL VAT)
	b) 2- hour Resilience building and burnout prevention workshops for internal wellness teams	(maximum of 15 participants) Two (2) workshops per annum	R.....	R.....
	c) 2- hour capacity building sessions for Wellness Champions (WCs)	per session (maximum of 50 participants) Ten (10) WC capacity building sessions including manuals per annum	R.....	R.....
	d) 1- hour Motivational engagements / talks on well-being related issues	per session (maximum of 50 participants). Ten (10) motivational engagements per annum	R.....	R.....
Refer 5.5	E-Health Care Services providing a comprehensive Interactive Online platform	per month	R.....	R.....

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

5.6 MARKETING & AWARENESS SESSIONS TO PROMOTE EW SERVICES			
a) Develop a marketing strategy for the launch and continuous promotion of EW programme	per strategy	R.....	R.....
b) Launch to introduce EW services	per launch Ten (10) physical sessions for four hours. one (1) virtual session for one hour	R.....	R.....
c) Marketing & promotion of EW services	Fourty (40) sessions per annum 20 x Face-to-face sessions 20 x Virtual sessions		

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

		per Face-to-face session	R.....	R.....
		per virtual session	R.....	R.....
5.7 PROMOTIONAL MATERIAL REQUIREMENTS				
Refer 5.7.1	Wallet cards	Size 85.6mm x 53.98mm (Price per 1000 units)	R.....	R.....
Ref 5.7.2	Fridge magnets (full colour & glossy) with Brochures	(Price per 1000 units) size 200x100mm	R.....	R.....
Ref 5.7.3	Posters (full colour & glossy)	A3 size (Price per 200 units)	R.....	R.....
Ref 5.7.4	Online Monthly Desk-drops (full colour)	per month	R.....	R.....
	All material to be verified and approved by the Department before printing			

Bid Initials
 Bid's Signature.....
 Date:.....

Name of Bidder.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF 24 MONTHS ON A FEE FOR SERVICE CONTRACT

- 4. The accompanying information must be used for the formulation of proposals.
- 5. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including expenses for the project.

TECHNICAL ENQUIRIES

Ms Nocawe Morake
Tel: 012 312 9592 / 9590
E-mail: Nocawe.Morake@Dlrrd.gov.za

SUPPLY CHAIN ENQUIRIES

Bids unit (012) 312-8383/8381/9627 Bids@dlrrd.gov.za

Any enquiries regarding bidding procedures may be directed to the –

**THE DEPARTMENT OF LAND REFORM & RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
0001**

Bid Initials
Bid's Signature.....
Date:.....



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



DIRECTORATE: EMPLOYEE RELATIONS

Private Bag X833, Pretoria, 0001; 600 Lilian Ngoyi Street, Pretoria, 0001
Tel: 012 312 9590; E-mail: MmapitsoM@Dlrrd.gov.za

APPOINTMENT OF A SERVICE PROVIDER TO RENDER EMPLOYEE WELL-BEING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 24 MONTHS (2 YEARS).

ANNEXURE A –COMPLETE THE ORGANOGRAM: NB: DUPLICATION OF AFFILIATES ACROSS PROVINCES IS STRICTLY PROHIBITED.

BIDDERS NAME:

PROVINCE	BIDDER MUST HAVE OFFICES IN THE FOLLOWING PLACES IN A PROVINCE.	REQUIRED NUMBER OF REGISTERED AFFILIATES/PARTNERS	NAME AND SURNAME OF THE AFFILIATES/PARTNER
North West	Mmabatho/Mafikeng	2	1.
			2.
	Rustenburg	1	1.
	Vryburg	1	1.



	PROVINCE	BIDDER MUST HAVE OFFICES IN THE FOLLOWING PLACES IN A PROVINCE.	REQUIRED NUMBER OF REGISTERED AFFILIATES/PARTNERS
	Klerksdorp	1	1.
Mpumalanga	Nelspruit	2	1.
			2.
	Witbank	1	1.
	Ermelo	1	1.
	Piet Retief	1	1.
Eastern Cape	kuGompo	2	1.
			2.
	Gqeberha	1	1.
	Qonce	1	1.
	Komani	1	1.
	Mthatha	1	1.
KwaZulu-Natal	Pietermaritzburg	2	1.
			2.
	Durban	1	1.
	Ladysmith	1	1.
	Newcastle	1	1.
	Vryheid	1	1.
	Richards Bay	1	1.



	Port Shepstone	1	1.
Western Cape	Cape Town/Mowbray	2	1.
			2.
	Stellenbosch	1	1.
	Worcester	1	1.
	Beaufort West	1	1.
	Clan William	1	1.
	Bredarsdorp	1	1.
	George	1	1.
Gauteng & National Office	Pretoria	10	1.
			2.
			3.
			4.
			5.
			6.
			7.
			8.
			9.
			10.



	Johannesburg	2	1.
			2.
Free State	Bloemfontein	3	1.
			2.
			3.
	Bethlehem	1	1.
	Welkom	1	1.
	Sasolburg	1	1.
Northern Cape	Kimberly	1	1.
	Upington	1	1.
Limpopo	Polokwane	2	1.
			2.
	Thohoyandou	1	1.
	Jane Furse	1	1.
	Modimolle	1	1.
TOTAL OF AFFILIATES/ PARTNERS REQUIRED			57

