

COMPULSORY BID INFORMATION MEETING AND SITE INSPECTION

PLEASE TAKE NOTE THAT NO LATE BIDDER(S)
WILL BE ADMITTED.

PLACE : A compulsory briefing session at
: Department of Agriculture, Forestry and Fisheries.
Agriculture Place, Wellness Centre
20 Steve Biko Street
Acadia
Pretoria

DATE : 10 APRIL 2014

TIME : 10H00

ENQUIRIES : Technical Enquiries: Ms. M. Sekgobela
TEL NO: 012 319 7326

General Enquiries: Mr. F. Maseli
TEL. NO.: (012) 319 6641

**FAILURE TO ATTEND THE COMPULSORY BID INFORMATION MEETING WILL
RESULT IN THE BIDDER'S BID TO BE REJECTED.**

**CERTIFICATION BY BIDDER THAT THE COMPULSORY BID INFORMATION
MEETING DESCRIBED ABOVE WAS ATTENDED:**

I/We, _____

as representative of the company/firm _____

hereby declare that the compulsory site inspection was attended and that I/we am/are
fully aware of the extent of the task.

SIGNATURE

DATE

**CERTIFICATION BY DEPARTMENTAL REPRESENTATIVE ON SITE AFTER THE BID
INFORMATION MEETING**

I _____ hereby confirm that the site inspection was attended by
the above bidder.

SIGNATURE

DATE

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

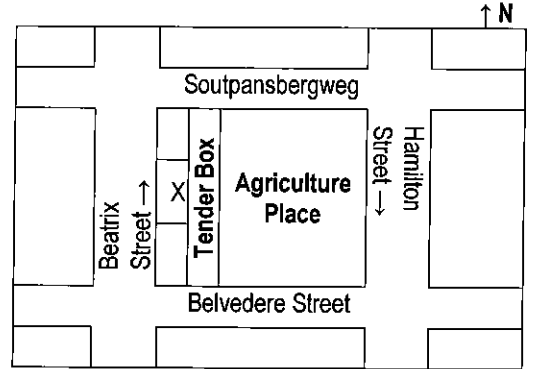
BID NUMBER: **4.4.12.4/27/14** CLOSING DATE: **17 APRIL 2014** CLOSING TIME: **11:00 (TELKOM TIME)**
 DESCRIPTION: Appointment of a Professional Service Provider for Management of an Integrated Employee Health and Wellness Programme (EWP) for The Department of Agriculture Forestry and Fisheries for a Period of twelve (12) Months

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: **THE TENDER RECEIPT OFFICE, ROOM NO. A-GF-06,**
 DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES
 Private Bag X250, **PRETORIA, 0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
 Department of Agriculture, Forestry and Fisheries
 Agriculture Place
 Main Entrance
 TENDER RECEIPT OFFICE (AT THE RECEPTION)
 Room No. A-GF-06
 20 Steve Biko Street (Beatrix Street)
ARCADIA
 Pretoria



Bidders should ensure that bids are delivered timeously to the correct address. The bidding box will be closed on the closing time of bids for ± 1 hour, during which time bids may be deposited over the counter at room A-GF-06. However, if the bid is late, it will not be accepted for consideration. It also remains the responsibility of the bidder to ensure that posted bids reach the bidding box before the closing time and date of bid.

The bid box is generally open 24 hours a day, 7 days a week. (It is advisable that bids must reach the bidding box 24 hours before closing time as the bidding box is located in the reception area. Bidders are required to allow time to access the premises due to security arrangements.)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE: NUMBER:	
CELL PHONE NUMBER	.....
FACSIMILE NUMBER	CODE: NUMBER:	
E-MAIL ADDRESS	.....
CONTACT PERSON	.....
JOB TITLE	.....
VAT REGISTRATION NUMBER	.....
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?	.....	YES/NO
SIGNATURE OF BIDDER	.....
DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED	.....



Application for a Tax Clearance Certificate

Purpose

Select the applicable option

Tenders

Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no

VAT registration no

SDL ref no

Customs code

UIF ref no

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE –FIRM PRICES
(Professional Services)**

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

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

NAME OF BIDDER:	BID NO.: 4.4.12.4/27/14
CLOSING TIME 11:00am	CLOSIND DATE 17 April 2014

OFFER TO BE VALID FOR 90 DAYS (15 JULY 2015) FROM THE CLOSING DATE OF BID.

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

Appointment of a Professional Service Provider for Management of an Integrated Employee Health and Wellness Programme (EWP) for The Department of Agriculture Forestry and Fisheries for a Period of twelve (12) Months

Call centre fee per capita/employee R_____

Face to face service including trauma debriefing per service rendered R_____

Total price inclusive of all cost and VAT (Firm) R_____

Does the offer comply with the specification(s)? Yes / No

If not to specification, indicate deviation(s)

Period required to commence rendering a service

*Delivery: Firm / Not firm

Did you submit a Valid B-BBEE certificate?

B-BBEE Status Level of Contribution =

(Maximum of 10 points)

Any enquiries regarding bidding procedures can be directed to the following:

Technical enquiries can be directed to:
 Ms. M. Sekgobela
 Tel. no.: (012) 319 7326

General enquiries can be directed to:
 Mr. M.F Maseli
 Tel. no.: 012 319 6641

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- ☐ the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- ☐ the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity

based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
.....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
ADDRESS:.....
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.)	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326-5445.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Bid invitation

BID NUMBER: 4.4.12.4/27/14

SUBJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR MANAGEMENT OF AN INTEGRATED EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EWP) FOR THE DEPARTMENT OF AGRICULTURE FORESTRY AND FISHERIES FOR A PERIOD OF TWELVE (12) MONTHS

1. GENERAL BID CONDITIONS

- 1.1 Bids of bidders who failed to complete the bid Terms of Reference in all respects will automatically be disqualified.
- 1.2 Bids of bidders who failed to complete and sign all the bid documentation and/or failed to submit all the required information/documentation as requested in terms of the bid documentation may be disqualified.
- 1.3 The bid must therefore either conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the specification are acceptable.
- 1.4 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference must be completed and submitted together with the bidder's response to this bid:
 - SBD 1 = Invitation to bid
 - SBD 2 = Tax declaration
 - SBD 3 = Pricing schedule
 - SBD 4 = Declaration of interest
 - SBD 6.1 = Preference points claim form
 - SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
 - SBD 9 = Certificate of Independent Bid Determination
 - Supplier maintenance form
- 1.5 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the department. No service should be rendered without receipt of an official order issued by the department.
- 1.6 The official forms as per paragraph 1.4 above and the bid specification must NOT be retyped.
- 1.7 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.

- 1.7.1 Bids should not be qualified by the bidder's own conditions. Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, may invalidate the bid.
- 1.8 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such requests must be submitted within seven (7) working days or else bids may be disregarded.
- 1.9 The department will **only accept a total ceiling price** for the entire project that must be inclusive of **all** costs (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.
- 1.10 The department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. **Should the bidder fail to indicate the bid price on the SBD 3 form (Pricing schedule), the bid may be regarded as invalid.**
- 1.11 The department will not be held liable for any expenses incurred by bidders in preparing and submitting bids. See paragraph 3.1 of the General Conditions of Contract.
- 1.12 The department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:

Street address

Agriculture Place
20 Steve Biko Road
ARCADIA
Pretoria
0007

- 1.13 Bidders are encouraged to register on the Department of Agriculture, Forestry and Fisheries' supplier database. Application forms must be submitted to:

Postal address

The Deputy Director: Demand and Acquisition Management
Department of Agriculture, Forestry and Fisheries
Private Bag X250
PRETORIA
0001

Hand delivery

The Deputy Director: Demand and Acquisition Management
Department of Agriculture, Forestry and Fisheries
20 Steve Biko Road (cnr Soutpansberg Road and Steve Biko Road)
Agriculture Place
Room N-GF-10
ARCADIA

Application forms can be obtained at the physical address above or downloaded from the department's website (www.daff.gov.za).

- 1.14 **An original and valid Tax Clearance Certificate** must be submitted together with the bid. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids. In cases where **consortiums/joint ventures/subcontracts** are involved, each party must submit a separate Tax Clearance Certificate and a separate SBD 6.1 form (preference points claim form). **The percentage of contract value managed and executed by each party must also be indicated** (see paragraph 8 of the SBD 6.1 form).
- 1.15 Bidders must submit an original and valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board of Auditors (IRBA). Copies of original and valid B-BBEE Status Level Verification Certificates certified at any Commissioner of Oaths office will also be acceptable.
- 1.15.1 Bidders who qualify as Exempted Micro Enterprises (EMEs) (an enterprise with a total annual revenue of R5 million or less, qualifies as an EME) must submit a certificate to substantiate the B-BBEE rating claims issued by:
- (a) Accounting officers as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984 (CCA); or
 - (b) Verification agency accredited by SANAS; or
 - (c) Registered auditors approved by the IRBA.
- 1.15.2 EMEs automatically qualify for B-BBEE status "Level four (4) contributors". EMEs owned by more than 50% black people are regarded to be B-BBEE "Level three (3) status contributors".
- 1.16 Bids submitted by a trust, consortium or joint venture, will qualify for points for a B-BBEE status level as an unincorporated entity, provided that the entity submits a consolidated B-BBEE scorecard.
- 1.17 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates in terms of the specialised scorecard contained in the B-BBEE codes of good practice.
- 1.18 Bidder(s) must submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s). This information is required to verify whether the bidder(s) is (are) appearing on the list of restricted bidders issued by the National Treasury. If the bidder(s) and its directors are reflected on the list of restricted bidders, the bid will not be considered and therefore rejected. Failure to submit the required documentation may invalidate the bid.

1.19 Enquiries

Bidders are at liberty to discuss any aspect of the bid with the contact persons below:

Technical enquiries	Ms Maria Sekgobela Ms. Sanny Seeletse	Tel: 012 319 7226 012 319 6892
General SCM enquiries	Mr Freddy Maseli	Tel 012 319 6641

- 1.20 The successful service provider must supply and deliver goods to the address as indicated in the bid documentation.

1.21 The validity period of this bid must be at least 90 days from the closing date of the bid.

2. CONFIDENTIALITY

2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

2.2 All bidders are bound by a confidentiality clause preventing the unauthorised disclosure of any information regarding the department or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

3. COPYRIGHT

3.1 Copyright of all documentation in relation to this bid belongs to the department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

4. PAYMENTS

4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference.

4.2 The bidder will not be entitled to claim for travel and subsistence expenses. If such expenses are applicable, these charges must be included in the bid price.

5. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the contractor that he will not be able to perform the services within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the department must be given immediate written notice to this effect. The department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

6. RETENTION

6.1 On termination of this agreement, the contractor shall on demand, hand over all documentation, information, etc. to the department without the right of retention.

6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

7. EVALUATION TEAM

The department will appoint an evaluation team to evaluate the bid submissions. The team will make recommendations to the Bid Adjudication Committee.

8. EVALUATION OF BIDS ON A POINTS SYSTEM

Bids will be evaluated on the following basis:

8.1 Phase I: Compliance with minimum bid requirements

8.1.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted.

8.2 Phase II: Price

8.2.1 Only bidders/service providers who met all the minimum requirements in terms of paragraph 8.1.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 5 and 6 of 2011 as indicated in the SBD 6.1 form.

8.3 Phase III: Awarding of bid

8.3.1 Short listed service providers/bidder(s) must be prepared to make presentations to the DAFF (at own expenses) on how they will assist the DAFF on the planning and implementation of projects. Failure to attend the presentation when called upon will disqualify the bidder(s).

8.3.2 The presentation meeting will be held a week after the closing date of the bid.

8.3.3 Presentations will be made to an evaluation committee which will consist of, *inter alia*, members of the Directorate: Employee Development and Performance Management and other members as decided upon.

8.3.4 The following evaluation criteria and weights will apply: Maximum Points

8.3.4.1 Price 50

8.3.4.2 The company's or team members' knowledge of the agriculture, Forestry and fisheries sector operations 20

8.3.4.3 Methodology to be used in the implementation of the EWP Services. 10

8.3.4.4 Qualifications, experience of the project team and the company experience in execution of the similar projects and capacity to handle the EWP Services 10

8.2.4.5 Provide evidence confirming that they have knowledge and clear Understanding of cultural, racial, religious and economic diversity in South Africa 5

8.2.4.6 Provide evidence confirming that they have knowledge of labour Legislation in South Africa 5

8.3.5 Points will be awarded per individual evaluation committee member, after which average points will be calculated.

- 8.3.6 It is a condition of bid that the bidder must score an average of 35 points for functionality (paragraph 8.2.4.2 to 8.2.4.6) to qualify for further adjudication. Only bidders/service providers who met all the minimum requirements in terms of paragraph 8.1.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 5 and 6 of 2011 as indicated in the SBD 6.1 form.

9. LATE BIDS

All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 on 17 April 2015. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Room A-GF-06.

Bids received late shall not be considered. The bidding box shall be locked at exactly **11:00**. The closing time will be in accordance with Telkom time (1026).

Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department's gate.

10. FRAUD AND CORRUPTION

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

11. THE DEPARTMENT RESERVES THE RIGHT TO REJECT OR CANCEL BIDS

Bids can be cancelled for any of the following reasons:

- 11.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 11.2 If the bidder or any of its directors have:
- (i) Abused the SCM system of any government department.
 - (ii) Failed to perform any previous contract and the proof thereof exists.
 - (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
 - (iv) If there is proof of fraud or any other improper conduct in relation to such system.

12. THE DEPARTMENT RESERVES THE RIGHT NOT TO ACCEPT ANY BID FOR ANY REASON IT MAY REGARD AS NECESSARY.

Annexure A

		YES	NO	COMMENTS
1	GENERAL REQUIREMENTS			
1.1	The Employee Wellness Provider must be a member of the Employee Assistance Programme Professionals Association of South Africa (EAPA SA)			
1.2	The service must consist of a direct, multilingual, confidential and unlimited access to a 24 hour, 7 days a week personal support service with all calls answered by fully qualified counselors			
1.3	Up to eight (8) personal counseling sessions per person per year (per condition) close to his or her residence or place of work for each person entitled to use the scheme, and to those for whom short-term psychological counseling is appropriate. Each session will last approximately one hour. All counseling must be provided by fully qualified and registered clinicians. All those requiring face to face counseling will be contacted by the clinician within 24 hours of referral and the first consultation will take place within one week of referral.			
1.4	There must be a direct, confidential and unlimited access to a 24 hour, 7 days a week Life Management Services with all calls answered by Life Management specialists. The Life Management Service is comprised of Legal, Financial and Family Care Services. The legal service includes telephonic legal advice, the provision of precedents and pro formas as well as referrals to appropriate legal services and bodies; the financial service must assist those employees who require assistance with the management of debt and financial concerns; and the Family Care service must support employees to cope with the pressures of caring for their family members (including children with special educational needs and older or disabled relatives) by			

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		YES	NO	COMMENTS
	providing information and guidance on a wide range of childcare, eldercare and disability issues.			
1.5	A Critical Incident service offering prompt and professional individual and group trauma debriefing and counseling services to employees exposed to incidents or trauma. Critical Incident Services must be provided within 12 to 48 hours of the traumatic incident.			
1.6	Briefing and Training to Managers and Supervisors/Team leaders:			
	1.6.1 Comprehensive initial briefing and training for managers and HR specialists should be covered by the service.			
	1.6.2 Individual Managerial Consultancy for managers. This is a flexible response service to give in depth support to managers' existing relationships with employees. In addition to its consultancy function, the service includes a formal managerial referral service for employees whose performance is impaired by personal problems as well as the provision of conflict resolution and mediation services.			
1.7	Implementation and Promotion of EWP Customer designed programmes which will ensure that all employees have and understanding and courage to use the EWP services. This will include:			
	1.7.1 Consultancy to design appropriate communication materials (i.e. brochures, booklets and wallet cards.)			
	1.7.2 Organisational consultancy to ensure the effective implementation of the EHW			
	1.7.3 Promotion of the EHW at relevant sites and locations supplemented with leaflets and with			

		YES	NO	COMMENTS
	other communications to encourage use and provide information			
1.8	Management and Administration			
	1.8.1 A dedicated EWP Account Manager and Clinical Case Management team will manage the EWP. Any calls to the EWP service provider team will be answered within 12 hours			
	1.8.2 Ongoing liaison with the DAFF's coordinator(s) for the EWP with regard to the performance of the EWP service provider in respect of its obligations under this agreement. This includes developing objectives for the EWP together with measurements for efficiency, quality and cost effectiveness.			
	1.8.3 Involvement and consultation with relevant stakeholders with the DAFF.			
	1.8.4 Full management of the EWP by the appointed service provider on behalf of the DAFF.			
	1.8.5 Comprehensive case management of all counseled employees by a dedicated internal Case Manager under the supervision of the Clinical Services Manager. This is an important part of the EWP service provider quality control procedures.			
1.9	Regular Review Procedures			
	1.9.1 The EHW service provider must have data systems that will provide detailed information about every call received by the National Call Centre. This is used to, effectively and efficiently; provide detailed non-confidential information which will be of significant benefit to the EWP service provider in analyzing the effective implementation of the programme. Data provided			

		YES	NO	COMMENTS
	includes:			
	1.9.2 Quarterly sets of uptake and utilization data			
	1.9.3 Regular reviews with the DAFF to discuss organizational trends			
	1.9.4 Quarterly or Ad hoc meeting with the Employee Assistance Advisory Committee or designated official(s) to discuss the uptake of statistics			
	1.9.5 An biannual Management report			
	1.9.6 An biannual review to provide an overall review of the service and to discuss organisational trends			
1.10	Training			
	1.10.1 To render advice on and recommend training for employees that is cost-effective and accredited as per identified critical themes or trends			
	1.10.2 To give or arrange cost-effective and accredited training upon request from the DAFF.			
2.	TECHNICAL SPECIFICATIONS			
2.1.1	Implementation Sessions will be implemented at all DAFF offices to introduce the services to the employees of the department. The implementation sessions will fulfill a marketing role, by creating awareness and education about the service. The respective responsibilities will also apply to any re-implementation or post-launch marketing initiatives.			
2.1.2	Planning Co-ordinate the project plan in consultation with the DAFF.			
2.1.3	Contractual Obligations Completion of implementation documents			
2.1.4	Information Timeous request for relevant information, including number of sites, company logo, choice of design, contact			

		YES	NO	COMMENTS
	details, eligible employees, etc.			
2.1.5	Co-ordination Setting up the implementation sessions in consultation with the DAFF – Employee Health and Wellness Unit.			
2.1.6	Conduct Implementation Either co-ordinate a designated trainer or conduct the induction sessions			
2.1.7	Content of Implementation Sessions The designated coordinator will inform employees of: <ul style="list-style-type: none"> • Appointed EHW Service Provider • Services / referrals • Accessibility • Eligibility • Confidentiality • Toll Free Number • Contact Person • Complaints and survey • Procedures and processes 			
2.1.8	Feedback Inform the DAFF of any concerns or issues raised during the implementation process.			
2.1.8	Marketing Quotations must be supplied for additional promotional material. The DAFF must approve all material.			
2.2	Management and Administration			
2.2.1	Account Management A dedicated EHW Account Manager must be allocated to the DAFF. The core functions will include: <ul style="list-style-type: none"> • Partnering with DAFF • Implementation • Contract Negotiation • Liaison between EHW service provider and the 			

		YES	NO	COMMENTS
	<p>DAFF</p> <ul style="list-style-type: none"> • Continuous assessment and analysis of statistical data • Pro-active alerting of observed risks/threats to the DAFF • Ongoing feedback of these and trends • Complaints handling mechanism: 			
2.2.2	<p>Mediating between the EWP service provider and the DAFF</p> <p>Communicate all developments, issues, concerns, compliments and other information from EHW service provider to the DAFF and vice versa.</p>			
2.3	<p>Review, Evaluation and Change Control Procedures</p> <p>Data will be allocated with:</p>			
2.3.1	<ul style="list-style-type: none"> • Quarterly sets of uptakes and utilization • Trends and themes • Quarterly and ad hoc meetings with the DAFF's designated official(s) • Quarterly reporting • Annual reporting • Annual review 			
2.3.2	<p>Reviews will be done with reports and will include any themes and trends observed by the EHW service provider</p> <p>Reporting will include:</p> <ul style="list-style-type: none"> • Statistics and calculations • Data Analysis • Uptake & utilization • Themes and trends • Value • Benchmarking • Training • Conclusions and recommendations 			

		YES	NO	COMMENTS
2.3.3	Change Control – if the EHW service provider decides to change the Account Manager, the following shall occur: <ul style="list-style-type: none"> • Notify change within reasonable time • A formal and proper handover will take place 			
2.4	Direct Services, Roles and Responsibilities Clinical and Life Management Services shall:			
	2.4.1 Provide a direct, multilingual, confidential, unlimited access and 24 hour, 7 days a week service.			
	2.4.2 Eight (8) personal counseling sessions per person per condition per year, per family member.			
	2.4.3 Only professional, qualified, registered clinicians and specialists will render services.			
	2.4.4 Critical Incident <ul style="list-style-type: none"> • To respond within 12 to 24 hours • To offer individual and group trauma debriefing 			
2.5	Monitoring and Evaluation			
2.5.1	Evaluate the impact of the EWP The EWP Account Manager will determine the evaluation criteria, purpose and implementation in consultation with the DAFF. An agreed criteria will determine the level and technique of evaluating the impact of the service			
2.5.2	Benchmarking EHW service provider must use local and international benchmarking techniques as part of the evaluation of the programme			
2.5.3	Cost Benefit Analysis Calculating how much the DAFF has saved for every investment in the use of the service			
2.6	Complaints Handling Mechanism The DAFF will monitor complaints and the EHW Account Manager will be responsible for the following:			

		YES	NO	COMMENTS
	8.6.1 Completion of complaint form 8.6.2 Acknowledgement of receipt of complaints 8.6.3 Investigation of complaints 8.6.4 Communication of findings to the DAFF 8.6.5 Handling of complaints within set standards			
2.7	Internal Procedures by EHW service provider The provider must implement and exercise the necessary measures to address complaint procedures			
2.8	Action In accordance with the complaints procedure the EHW service provider must have corrective measures that will apply internally			
2.9	Time Frames Findings and complaints to be handed to the DAFF within five (5) working days.			
2.10	HIV%AIDS Services 2.10.1 Training of all staff, including management 2.10.2 Annual HCT Campaign and Testing (Head Office and Regional Offices) 2.10.3 Counseling 2.10.4 Support 2.10.5 Referral 2.10.6 Peer Educator support / training 2.10.7 Promotion & Marketing			
3.	Bidders must include a work plan with the budget reflecting all cost as per proposal in their bid. Failure to submit the work plan with bu 186192.00 dget containing as cost (as per proposal) together with the bid will result in the bidder's bid to be viewed as invalid and therefore rejected. The following information must be included in the work plan:			

		YES	NO	COMMENTS
	3.1.1 A description of the methodology and approach to be used.			
	3.1.2 An implementation schedule for the project (including time frames).			
	3.1.3 A budget indicating a thorough breakdown of the Project costs.			
	3.1.4 Expertise: Similar contracts executed (track record) with references of at least 2 clients. The name of the company, nature of contract and Contact details must be submitted as part of the bid.			
4.	Service provider are also requested to submit a Company profile as part of their proposal that includes the following information (a separate company profile must be submitted in cases where consortiums/joint-ventures/sub-contracts are involved): 4.1.4 Company background: Date established names of directors and affiliation to groups.			
	4.1.2 Infrastructure: Physical address of main office and list of other branch offices and number of personnel.			
	4.1.3 Detailed CV(s) of all the project team members who will be involved in the execution of the task.			
	4.1.4 Copies of qualifications of all team members must be submitted together with the bid.			
5.	Proof of registration with Employee Assistance Programme Professionals Association of South Africa (EAPA SA) (Certificate)			
6.	CHECKLIST			
	Ensure that all relevant documentation are completed in full and signed before submission.			
	(i) Terms of Reference;			

	YES	NO	COMMENTS
(ii) SBD 1 form;			
(iii) SBD 2 form (valid Tax Clearance Certificate);			
(iv) SBD 3 form;			
(v) SBD 4 form;			
(vi) SBD 6.1 form;			
(vii) SBD 8 form;			
(viii) SBD 9 form;			
(ix) Supplier maintenance form (only applicable if the department is not in possession of valid banking details for a service provider/supplier);			
(x) Company registration document;			
(xi) Copies of ID documents for directors;			

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorized to sign on behalf of the company.

SIGNATURE OF SERVICE PROVIDER: _____

NAME OF COMPANY: _____

DATE: _____

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Annexure B

1. DOCUMENTATION TO BE SUBMITTED

Please note:

All of the documentation described below must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the **only** form or format in which these documents must be submitted. Failure to adhere to these requirements may result in the disqualification of the entire proposal.

All of the documentation referred to below and elsewhere in the bid document must be submitted. For ease of reference and to facilitate the evaluation process, you are requested to clearly mark each part of the submitted documentation as it is referred to below.

1.1 Proposal drafted in response to Terms of Reference

Bidders are required to draft a proposal that will clearly indicate to the how they will fulfill the requirements as set out in the TOR.

Bidders should include the following information when drafting their proposals:

- 1.1.1 Proposal should make clear the relevant **skills, experience** in respect of these particular TOR. This is an important evaluation criterion. Bid participants should ensure that their proposal focus on how they will address the requirements of these TOR, rather than on achievements.
- 1.1.2 Expertise in field of Employee Health and Wellness.
- 1.1.3 Ability to service DAFF.
- 1.1.4 Proposals must contain the details of the proposed approach/methodology to be adopted in order to deliver the service in accordance with the TOR.

1.2 Validity of proposals

The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date to the submission of all bids.

1.3 Number of proposals

Each bid participant must provide **four (4)** hard copies of their entire proposal. All submitted proposals will become the property of the DAFF, and will not be returned. **No late submission will be considered under any circumstances.**

1.4 Selection Process

- The DAFF shall not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.

- Envelopes must not contain documents to any Request for Proposal (RFP) other than the one referred to in the RFP.
- The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for reviewing them.
- After the evaluation process is completed, the **Bid Committee** may, prior to making a final selection, draw up a shortlist of participants and require them to make a detailed presentation to the Bid Committee
- A minimum of 2 days' notice will be given to relevant participants in advance of the presentation date.
- A bidder who scores less than the threshold of 60% in terms of functionality will not be evaluated further.

2 TERMS AND CONDITIONS OF PROPOSALS

- 2.1 All costs and expenses incurred by potential service providers relating to their project proposal will be borne by the respective service provider. DAFF is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any proposal or the cancellation of this project.
- 2.2 While DAFF endeavors to ensure that all information provided to all potential service providers is accurate, it makes no warranty as to the accuracy or completeness of any information provided by it.
- 2.3 DAFF reserves the right to waive deficiencies in project proposals. The decision as to whether a deficiency may be waived or may require the rejection of a project proposal may be solely within the discretion of DAFF.
- 2.4 DAFF reserves the right to request new or additional information regarding each service provider and any individual or other persons associated with its project proposal.
- 2.5 DAFF reserves the right not to make any appointment from the proposals submitted.
- 2.6 Service providers shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by DAFF.
- 2.7 Service providers shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of DAFF.
- 2.8 Service providers are required to declare any conflict of interest they may have in the transaction for which the tender is submitted or any potential conflict of interest. DAFF reserves the right not to consider further any proposal where such a conflict of interest exists or where such potential conflict of interest may arise.
- 2.9 The department has the right to appoint more than one service provider for the Bid.

- 2.10 A **valid original Tax Clearance Certificate**, issued by the South African Revenue Services, must be submitted, failing which the relevant service provider's proposal shall not be considered. (See attached application form for Tax Clearance Certificate).
- 2.11 Any and all project proposals shall become the property of DAFF and shall not be returned.
- 2.12 The proposals should be valid and open for acceptance by DAFF for a period of 30 days from the date of submission.
- 2.13 Service providers are advised that submission of a project proposal gives rise to no contractual obligations on the part of DAFF.
- 2.14 DAFF reserves the right not to accept any proposal which does not comply with the **TERMS OF REFERENCE** and conditions set out in the proposal documents.
- 2.15 DAFF reserves the right not to award the proposal to the service provider that scores the highest points.
- 2.16 Disputes that may arise between DAFF and a service provider must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- 2.17 All returnable proposal documents must be completed in full and submitted together with the service provider's proposal.
- 2.18 The "Requirements for content of the project proposal" section above outlines the information that must be included in proposal offers. Failure to provide all or part of the information may result in your proposal being excluded from the evaluation process.
- 2.19 All goods/service or products to be supplied to DAFF shall be in full compliance with South African approved standards and in compliance to the specifications provided.
- 2.20 It is the conditions of this RFQ that, a quotation is submitted together with the following completed forms;
- 2.20.1 SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document)
- 2.20.2 SBD 4 Declaration of Interests form
- 2.20.3 SBD 2 Tax Clearance certificate application form
- 2.20.4 SBD 8 Declaration of Bidder's Past Supply Chain Management Practices.
- 2.20.5 SBD 9 Certificate of Independent Bid Determination
- NB: Failure to submit completed returnable forms as mentioned above may automatically disqualify your quotation. Please ensure that you submit an original valid tax clearance certificate.**
- 2.20 DAFF reserves the right to remove certain aspects of its requirements in order meet its budget for the project.

3 ANTICIPATED SCHEDULE OF EVENTS

Request for Proposals issued	DAFF supplier database, if supplier is not on database, SUPPLIER REGISTRATION FORMS MUST BE SUBMITTED.	Date
Closing date for supplier submissions	Proposals opened at DAFF Head Office	Date
Evaluation of proposals	Proposals evaluated	Date
Award	Notification of a successful service provider	Date

4 COST

- 4.1 Costs of the project must be clearly stated on the proposal.
- 4.2 The abovementioned cost must include travel and accommodation.
- 4.3 The price should be per person and immediate family.

5 EVALUATION CRITERIA

- 5.1 All bid offers received shall be evaluated based on a two stage bidding process.

The phases are as follows:

5.1.1 Phase One: Compliance to conditions of bid and Terms of Reference.

5.1.2 Phase Two: Prequalification criteria (Obtaining the minimum threshold for functionality as set out below).

Phase Two: Prequalification criteria: Functionality Criteria

	Evaluation Criteria	Weight
1	The company's or team members' knowledge of the agriculture, forestry and fisheries operations	20
2	Methodology to be used in the implementation of the EWP Services	10
3	Qualifications, experience of the project team and the company experience in execution of the similar projects and capacity to handle the EWP Services	10
4	Provide evidence confirming that they have knowledge and clear understanding of cultural, racial, religious and economic diversity	5

	in South Africa	
5	Provide evidence confirming that they have knowledge of labour legislation in South Africa	5
	Total	50

A bidder must obtain a minimum of 80 points on the prequalification phase in order to progress to the next phase. Failure to obtain 80 points will render your proposal non-responsive.

5.2 Price (Vat included)

Price must be quoted in South African currency and must be inclusive of VAT. Bidders are further requested to indicate their price in all elements listed on the pricing schedule including management and transactional fee of the requested service. Price will be evaluated based on 80 points and applicable formula of calculating points scored by each bidder. Refer to the pricing schedule (SBD 3.3).

6 DOCUMENTATION TO BE SUBMITTED

Please note: All of the documentation described below must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the **only** form or format in which these documents must be submitted. Failure to adhere to these requirements may result in the disqualification of the entire proposal.

All of the documentation referred to below and elsewhere in the bid document must be submitted. For ease of reference and to facilitate the evaluation process, you are requested to clearly mark each part of the submitted documentation as it is referred to below.

6.1 Proposal drafted in response to Terms of Reference

Bidders are required to draft a proposal that will clearly indicate to the how they will fulfill the requirements as set out in the TOR.

6.2 Bidders should include the following information when drafting their proposals:

- 6.2.1 Vendor accreditation form
- 6.2.2 Valid, original SARS issued Tax Clearance Certificate
- 6.2.3 Company Registration Certificate
- 6.2.4 Original Copy of Banking Details / cancelled cheque
- 6.2.5 We need valid certificates, and providers must note that we may not necessarily appoint
- 6.2.6 A person/company on our database.

- 6.2.7 Proposal should make clear the relevant **skills, experience** in respect of these particular TOR. This is an important evaluation criterion. Bid participants should ensure that their proposal focus on how they will address the requirements of these TOR, rather than on achievements.
- 6.2.8 Expertise in field of Employee Health and Wellness.
- 6.2.9 Ability to service DAFF.
- 6.2.10 Proposals must contain the details of the proposed approach/methodology to be adopted in order to deliver the service in accordance with the TOR.

7. Validity of proposals

The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date to the submission of all bids.

8. Number of proposals

- Each bid participant must provide **four (4)** hard copies of their entire proposal. All submitted proposals will become the property of the DAFF, and will not be returned. **No late submission will be considered under any circumstances.**
- The DAFF shall not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.
- Envelopes must not contain documents to any Request for Proposal (RFP) other than the one referred to in the RFP.
- The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for reviewing them.
- After the evaluation process is completed, the SBC may, prior to making a final selection, draw up a shortlist of participants and require them to make a detailed presentation to the SBC. A minimum of 2 days' notice will be given to relevant participants in advance of the presentation date.
- A bidder who scores less than the threshold of 60% in terms of functionality will not be evaluated further.

9. SUBMISSION OF BID OFFER AND PROPOSALS

Project proposals must be submitted in a sealed envelope, marked as confidential and for the attention of Ms. Sannie Seeletse. It must be posted to the following address: Department of Agriculture, Forestry and Fisheries, Private Bag X250, Pretoria, 0001, or placed in the tender box at the DAFF Head Office, 20 Steve Biko (Beatrix) Street, Arcadia, Pretoria, 0001.

10. Closing date for proposals: 17 April 2015

Contact persons:

Ms. Sannie Seeletse

EAP Coordinator – Employee Health and Wellness

Tel: 012-319 6892

E-mail: SannieS@daff.gov.za

Ms. Maria Sekgobela

Deputy Director – Employee Health and Wellness

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)



**Department of Agriculture,
Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA
SUPPLIER MAINTENANCE:**

The Director-General : Department of Agriculture , Forestry and Fisheries

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

New Detail			
<input type="checkbox"/> New information	<input type="checkbox"/> Update Information		
Supplier Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	
	<input type="checkbox"/> CC	<input type="checkbox"/> Other (Specify)	<input type="text"/>
Department Number	<input type="text" value="47"/>		

Company / Personal Details (COMPULSORY)	
Registered Name	<input style="width: 80%;" type="text"/>
Trading Name	<input style="width: 80%;" type="text"/>
Tax Number	<input style="width: 80%;" type="text"/>
VAT Number	<input style="width: 80%;" type="text"/>
Title:	<input style="width: 80%;" type="text"/>
Initials:	<input style="width: 80%;" type="text"/>
First Name:	<input style="width: 80%;" type="text"/>
Surname:	<input style="width: 80%;" type="text"/>

OFFICE USE: DEPARTMENT OF AGRICULTURE		
Compulsory for Regional/Head Office	Office Use Only (LOGIS)	Office Use Only (BAS)
Sender name: <input style="width: 90%;" type="text"/>	LOGIS supplier no: <input style="width: 90%;" type="text"/>	Captured By: <input style="width: 90%;" type="text"/>
Regional/Head Office: <input style="width: 90%;" type="text"/>	Document no: <input style="width: 90%;" type="text"/>	Date Captured: <input style="width: 90%;" type="text"/>
Tel no.: <input style="width: 90%;" type="text"/>		Authorised By: <input style="width: 90%;" type="text"/>
		Date Authorised: <input style="width: 90%;" type="text"/>

Address Details (COMPULSORY)

Payment Address

(Compulsory)

Postal Code

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Postal Address

(Compulsory)

Postal Code

--	--	--	--	--

Business/street Address

(Compulsory)

Postal Code

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Contact Details (COMPULSORY)

Business

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Area Code

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Telephone Number

--	--	--	--	--	--	--	--	--	--

Extension

Home

--	--	--	--	--	--	--	--	--	--	--	--

Area Code

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Telephone Number

--	--	--	--	--	--	--	--	--	--

Extension

Fax

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Area Code

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Fax Number

Cell

--	--	--	--	--	--	--	--	--	--	--	--

Cell Code

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Cell Number

Email Address of accounts office

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Contact Person:

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