ADDENDUM

KWAZULU-NATAL PROVINCE
ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 02 EDTEA 2026/2027

DESCRIPTION: **THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER TOOLS FOR THE INVASIVE ALIEN SPECIES PROGRAMME OVER A PERIOD OF 24-MONTHS.**

Collection of Bid Documents
Bid documents can be downloaded from www.etenders.gov.za /www.kznedtea.gov.za

COMPULSORY Briefing Session *(APPLICABLE)*

Venue:	Date:	Time:
CEDARA COLLEGE AUDITORIUM, KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, 1 CEDARA ROAD PMB,3200	**01/09/2026**	**12H00**

Queries relating to the issue of these documents may be addressed to SCM Office
Tel. No. (033) 264 2731/ 2864:
E-mail: bids@kznedtea.gov.za

Closing Date: 16/09/2026
The closing time for receipt of Tenders is 11h00.
Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

N.B. Bidders are hereby advised that, upon submission of bids or quotations, they will be required to sign the official submission register at the reception. It is the responsibility of each bidder to ensure timely arrival to complete this process without delay.

N.B Bidders must ensure that their appointed couriers or drivers are fully informed of the submission requirements and procedures outlined herein, including the obligation to sign the official submission register upon delivery.

NB: BIDDERS WHO FAILED TO ATTEND BRIEFING SESSION WILL NOT BE CONSIDERED ON CLOSING DATE.

Initials: __________

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
TABLE OF CONTENTS

Initials: __________

SBD1

SECTION A: PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**ZNT 02 EDTEA 26/27**	CLOSING DATE:	**16/09/2026**	CLOSING TIME:	**11H00 AM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER TOOLS FOR THE INVASIVE ALIEN SPECIES PROGRAMME OVER A PERIOD OF 24-MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
270 JABU NDLOVU STREET
PIETERMARITZBURG
3201

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM Office**	CONTACT PERSON	**Mzulu Alex Dlamini**
TELEPHONE NUMBER	**033 264 2731 /2864**	TELEPHONE NUMBER	**082 848 6771**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**bids@kznedtea.gov.za**	E-MAIL ADDRESS	**Alex.dlamini@kznedtea.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

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

Initials: __________

SECTION A: PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

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

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

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

DATE: ……………………………

Initials: __________

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non-responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	**Invitation to BID**	**Yes**	**Yes**	**Yes**			
Part B	**Terms and Conditions for bidding (SBD 1)**	**Yes**	**Yes**	**Yes**			
Section C	Special Instructions regarding completion of bid	**Read only**					
Section D	Registration on Central Suppliers Database	**Read Only**					
Section E	Declaration that information on Central Suppliers database is correct and up to date	**Yes**	**Yes**	**Yes**			
Section F	Pricing Schedule (SBD 3.1)	**Yes**	**Yes**	**Yes**			
Section G	Pricing schedule (SBD 3.3) (Professional services)	**No**	**No**	**No**			
Section H	Bid Offer	**Yes**	**Yes**	**Yes**			
Section I	Bidder's disclosure form (SBD4)	**Yes**	**Yes**	**Yes**			
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022	**Yes (for allocation of points)**	**No**	**Yes**			
Section K	**Questionnaire Replies -** To be only included when BIDs for goods are involved.	No	No	**Yes (If applicable)**			
Section L	Official Briefing session form	**Yes**	**Yes**	**Yes**			
Section M	Special Conditions of Contract	**Yes**	**Yes**	**Yes**			
Section N	General Conditions of Contract	**Read only**					
Section O	**Authority to Sign a BID**	**Yes**	**Yes**	**Yes**			
Section P	Schedule variations from good	**No**	**No**	**Yes**			

Initials: __________

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non-responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	and services information			**(If applicable)**			
Annexure A	Terms of Reference	**Yes**	**Yes**	**Yes**			
Annexure B	Evaluation Grid	**No**	**No**	**No**			
Annexure C	CV Format	**Yes**	**Yes**	**Yers**			
Annexure D	Statement of exclusivity and availability	**Yes**	**No**	**Yes**			

Initials: __________

SECTION C: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. Bidder must initial each and every page of the bid document.

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

Initials: __________

SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ………………………………..........................., WHO

REPRESENTS (state name of bidder) …………………………...………..CSD Registration

Number..

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: ....

SBD 3.1

SECTION F: PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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 number: ZNT 02 EDTEA 26/27
Closing Time **11:00**	Closing date: **16/09/2026**

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

ITEM NO.	**QUANTITY**	**DESCRIPTION**	**Unit Price**	**Total for each unit**
1				
2				
3				
4				
		SUB-TOTAL		
		VAT AT 15%		
		GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		

- Required by: ………………………………….
- At: ………………………………….

  ………………………………….
- Brand and model ………………………………….
- Country of origin ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….

  *Delivery: Firm/not firm
- Delivery basis ……………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

Initials: __________

SECTION G: PRICING SCHEDULE

(Professional Services)

Name of bidder…………………………………… Closing Time **11:00**	**Bid number: ZNT 02 EDTEA 26/27** Closing date…**16/09/2026**

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

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

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……………………………………………………………...
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
…………………………………………………………………………………	R………………………	………………………
…………………………………………………………………………………	R………………………	………………………
…………………………………………………………………………………	R………………………	………………………
…………………………………………………………………………………	R………………………	………………………
…………………………………………………………………………………	R………………………	………………………

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

…………………………………………………………………………………	R………………………	……………………… days
…………………………………………………………………………………	R………………………	……………………… days
…………………………………………………………………………………	R………………………	……………………… days
…………………………………………………………………………………	R………………………	……………………… days
…………………………………………………………………………………	R………………………	……………………… days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
…………………………………………………………………………………	……………………..	……………………..	R ……………..
…………………………………………………………………………………	……………………..	……………………..	R ……………..
…………………………………………………………………………………	……………………..	……………………..	R ……………..
…………………………………………………………………………………	……………………..	……………………..	R ……………..
…………………………………………………………………………………	……………………..	……………………..	R ……………..

TOTAL: R……………………………………………….

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses

Initials: __________

incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
…………………………………………………………………………	……………………..	……………………..	R ………………
…………………………………………………………………………	……………………..	……………………..	R ………………
…………………………………………………………………………	……………………..	……………………..	R ………………
…………………………………………………………………………	……………………..	……………………..	R ………………
…………………………………………………………………………	……………………..	……………………..	R ………………

TOTAL: R………………………………………………….

6. Period required for commencement with project after acceptance of bid …………………………………………………………………………
7. Estimated man-days for completion of project …………………………………………………………………………
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. …………………………………………………………………………
…………………………………………………………………………
…………………………………………………………………………
…………………………………………………………………………

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

Initials: __________

SECTION H: BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 02 EDTEA 26/27

1. BID PRICE INCLUDING VAT: R………………………………………………………………………

2. AMOUNT IN WORDS: ……………………………………………………………………………………

………

3. TIME FOR COMPLETION/ DELIVERY: ………………………..calendar months

NAME OF BIDDER:	**SIGNATURE**	**DATE:**
……………………………………………	…………………………………	………………

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

1. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
2. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
3. ***IF APPLICABLE***: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

Initials: __________

SECTION I: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

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

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

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

Initials: _________

3.DECLARATION

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION

03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

……………………………… Signature	..…………………………………………… Date
……………………………… Position	……………………………………………… Name of bid der

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

Initials: __________

SECTION J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

Initials: __________

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

Initials: __________

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents to be submitted to claim points
Preference Goal 1- HDI			
African	4		Completed SBD 6.1, Completed ownership demographic form, and CIPC Certificate
Women	4		Completed SBD 6.1, Completed ownership demographic form and CIPC certificate
People with disability	4		Completed SBD 6.1, Completed ownership demographic form, Doctor's medical/disability certificate and CIPC certificate
Preference Goal 2- RDP			
Youth	4		Completed SBD 6.1, Completed ownership demographic form, CIPC Certificate, and Copy of Identity document
Geographical Location (KZN based)	4		Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councillor/ lease agreement/Account statement and CIPC certificate
Total	**20**		

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

Initials: __________

that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

Initials: __________

OWNERSHIP DEMOGRAPHIC SCHEDULE

- ✓ **Kindly provide the percentage ownership for each owner according to the following demographic categories; African Male, African Female, Coloured Male, Coloured Female, Indian Male, Indian Female, White Male, White Female, Youth, Disabled, Co-operative and Other.**

NO.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% CO-OPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TOTAL													

Initials: __________

SECTION K: QUESTIONNAIRE REPLIES

1. Are the prices/rates quoted firm? ……………………………………………………………..

2. Is the delivery period stated firm? ………………………………………………………………………………………...

3. How will delivery be affected? ……………………………………………………………

4. Is the equipment guaranteed for a minimum period of six months?..…………………………………………………...

5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you? ....

6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where machine/goods as offered by you can be inspected under working conditions? ………………………………………………………………………...

7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine? ……………………………………………………………………………………………………...

8. Where is stock held? …………………………………………………………………………………………………..

9. What facilities exist for the servicing of the machine/goods offered? ……………………………………………………………………………………………………...

10. Where are these facilities available? ………………………………………………………………………………………...

11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected? ……………………………………………………………………………………………………...

12. Is a special import permit require………………………………………………………………………………………………...?

…………………………………….	…………………………………
SIGNATURE OF BIDDER **(PRINT NAME)**	**DATE**

N.B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION

SECTION L: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

COMPULSORY

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 02 EDTEA 2026/2027

Service: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER TOOLS AND SUPPLIES FOR THE INVASIVE ALIEN SPECIES PROGRAMME FOR A PERIOD OF 24 MONTHS.

Venue:	Date:	Time:
CEDARA COLLEGE AUDITORIUM, KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, 1 CEDARA ROAD PMB,3200	**01/09/2026**	**12H00**

THIS IS TO CERTIFY THAT (NAME)..ON BEHALF OF................................

ATTENDED THE OFFCIAL BRIEFING ON..................................... (DATE)AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

(PRINT NAME)

DATE: ....

....

SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

(PRINT NAME)

DEPARTMENTAL STAMP:

(OPTIONAL)

DATE: ....

Initials: __________

SECTION M: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 *24 Months*

2. EVALUATION CRITERIA

There are *(four (4) evaluation phases)* main stages in the selection process, namely, ***Administrative Compliance, Functionality, Price and Preference points (Specific goals) and price negotiation.***

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to P. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
SECTIO A PART A	INVITATION TO BID (SBD 1)	X		
SECTION A PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	Read only		
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	Read only		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION F	PRICING SCHEDULE FIRM PRICES (SBD 3.1)	X		
SECTION G	PRICING SCHEDULE PROFESSIONAL SERVICES		x	
SECTION H	BID OFFER	X		
SECTION I	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION J	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X		
SECTION K	QUESTIONNAIRES REPLIES	X		
SECTION L	BRIEFING SESSION	X		Applicable
SECTION M	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION N	GENERAL CONDITIONS OF CONTRACT	Read only		
SECTION O	AUTHORITY TO SIGN THE BID	X		
SECTION P	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION	X		If applicable

2.2 Step 2 - Functionality

This bid will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of 70% in order to proceed to the next stage of evaluation.

2.3 Step 3 - Preferential Point Evaluation

This bid will be evaluated using the 80/20/ preference point system. (SBD 6.1 to be completed in order to claim preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal should be attached together with this bid. Failure to provide documents will results in non -allocation of preference points.

Initials: __________

Specific goals	**Documents required to determine specific goals respectively**
Preference Goal 1- HDI	
Africans	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1.
Women	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1.
People with disability	Completed ownership demographic form, CIPC Certificate, Doctor`s Medical Certificate/ Disability letter and completed SBD 6.1
Preference Goal 2- RDP	
Youth	Completed ownership demographic form, CIPC Certificate, Copy of Identity document and completed SBD 6.1
Geographical Location (KZN Province Based)	Completed ownership demographic form, Utility bill letter / letter from the ward councilor / lease agreement, and completed SBD 6.1

2.4 Step 4 - Price negotiation
Where applicable the department reserves the right to negotiate price with the recommended bidder.

3 BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.

1.2 All award notifications will be published on the departmental website, and where applicable in the relevant newspapers. Service providers will also be notified through an official notification letter.

1.3 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

1.4 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

1.5 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

1.6 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

Initials: __________

1.7 **Award notification on the e-tender portal will only be published once a confirmation of no appeals has been received from Provincial Treasury, therefore, no appeals will be considered after the award information has been published on the E-Tender portal.**

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

Initials: __________

SECTION N: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 anything 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 that 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:

ii) 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

iii) a cashier's or certified cheque

iv) 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.

Initials: __________

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

11. Insurance

a. 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

a. 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.

Initials: __________

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 cancelling 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.

23.6.1 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 antidumping 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.

Initials: __________

25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

Initials: __________

SECTION O: AUTHORITY TO SIGN A BID

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) **CLOSE CORPORATION**	**(II)** **COMPANIES**	**(III)** **SOLE PROPRIETOR**	**(IV)** **PARTNERSHIP**	**(V)** **CO-OPERATIVE**	**(VI)** **JOINT VENTURE / CONSORTIUM**	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:…………………………………………………
……
hereby authorise Mr/Mrs/Ms ………..
acting in the capacity of ……….
whose signature is ……
to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	**ADDRESS**	**SIGNATURE**	**DATE**

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Initials: __________

SECTION P: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Bidder wish to make any departure from or modification in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original bid documentation.

SECTION	PAGE	VARIATION: CLAUSE OR ITEM

SIGNATURE OF BIDDER: ....

DATE: ....

Initials: __________

Annexure A: Terms of Reference/ Specifications

Appointment of a Service Provider to Supply and Deliver Tools for the Invasive Alien Species Programme over a 24-Month Period.

1 DEFINITIONS OF ACRONYMS/GLOSSARY

Acronym	Meaning
B-BBEE	Broad-Based Black Economic Empowerment
EDTEA	Economic Development, Tourism and Environmental Affairs
HDI	Historically Disadvantaged Individual
IASP	Invasive Alien Species Programme
KZN	KwaZulu-Natal
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act, No. 5 of 2000, and the Preferential Procurement Regulations, 2022
RFQ	Request for Quotation
SA	South Africa
SANS	South African National Standards
SARS	South African Revenue Service
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
VAT	Value-Added Tax
ZAR	South African Rand (Currency Code)

Initials: __________

2 DEPARTMENTAL AND PROGRAMME OVERVIEW

The Department of Economic Development, Tourism and Environmental Affairs (EDTEA), in fulfilment of its mandate for job creation, skills development, and environmental management, has established the Invasive Alien Species Programme (IASP). This programme is a targeted environmental initiative aimed at the systematic control and eradication of invasive alien plant species across KwaZulu-Natal (KZN). IASP is implemented through multiple EPWP projects distributed across the province. Over the 2026/27 to 2028/29 period, the Department plans to roll out 46 projects across ten KZN district municipalities, namely Harry Gwala, uMgungundlovu, uThukela, Umzinyathi, Amajuba, King Cetshwayo, Zululand, uMkhanyakude, uGu and iLembe. These projects are expected to create approximately 5,525 short-term work opportunities annually, contributing to environmental management objectives while providing much-needed employment and income support to local communities throughout the province. Participants involved in the IASP projects will primarily undertake manual clearing of invasive alien plants, including cutting, uprooting, and removal of vegetation in affected areas. These activities are labour-intensive and require appropriate tools, protective gear, and related supplies to ensure worker safety, operational efficiency, and effective environmental outcomes. Against this background, this Terms of Reference (TOR) seeks to appoint a suitably qualified service provider to procure and supply the required tools and related supplies for the 2026/27 and 2027/28 financial years.

3 PURPOSE OF THE TOR

The purpose of this Terms of Reference is to solicit the appointment of a suitably qualified service provider to assist the Department with the procurement and supply of tools and supplies required for IASP programme implementation over the 2026/27 and 2027/28 financial years, covering a 24-month period.

4 PROJECT OBJECTIVES AND KEY OUTPUT

4.1 The primary objective of these Terms of Reference is to solicit the appointment of a reputable and experienced service provider to procure and supply tools and supplies required by IASP project teams involved in invasive alien plant clearing operations. The service provider will be responsible for ensuring timely, efficient, and specification-compliant delivery of all required items, in accordance with the bid specifications, to support uninterrupted programme implementation and prevent operational delays.

4.2 The key output of this appointment will be the successful provision of quality, specification-compliant tools and supplies that are fit for purpose and support efficient field operations. As a result, IASP project teams will be adequately and consistently equipped throughout the 24-month period, ensuring safe, efficient, and effective manual clearing of invasive alien plants, and thereby supporting the Department in achieving its environmental management and service delivery objectives.

5 SCOPE OF WORK AND SPECIFIC DELIVERABLES

5.1 The appointed service provider must supply, deliver, and offload all tools and supplies as specified in this bid document.

5.2 All items must be new, durable, industrial-grade, and suitable for outdoor field use, and must comply with the prescribed technical specifications and applicable South African safety and quality standards or approved equivalents.

5.3 Full compliance with all technical specifications is mandatory, including requirements relating to material composition, size, design, quantities and performance standards. This ensures that all goods supplied are fit for purpose and suitable for use in field operations under the IASP programme.

5.4 Where the service provider proposes alternative or equivalent products, such alternatives must be fully justified with clear technical specifications demonstrating equal or superior performance. Such substitutions will only be considered valid if they are formally reviewed and approved in writing by the Department prior to procurement or delivery.

5.5 The appointed service provider will be required to submit one sample per item (each product type) for evaluation and approval prior to the confirmation of bulk orders. Samples will be assessed for quality, durability, functionality, and suitability for use in invasive alien plant clearing under field conditions. This process is intended to ensure that all goods comply fully with the required technical specifications, quality standards, and intended operational use before procurement is finalised. Approved samples will serve as the benchmark standard for all subsequent deliveries.

5.6 All goods supplied will be subjected to inspection upon delivery by authorised departmental officials, and the Department reserves the right to reject any items that do not conform to the approved samples or required specifications. Any rejected goods must be replaced at the service provider's cost within a reasonable timeframe.

5.7 The service provider shall be fully responsible for the transportation, handling, and offloading of goods at designated Departmental sites.

5.8 All deliveries must be accompanied by an official delivery note clearly indicating the purchase order number, item descriptions, and quantities delivered. The delivery note must be signed by the designated Departmental official upon receipt and acceptance of the goods.

5.9 However, for the purposes of this bid, the designated delivery address: 8 Warwick Road, Montrose Area, Pietermaritzburg, KwaZulu-Natal.

5.10 Delivery shall only be regarded as complete once the goods have been inspected and formally accepted in writing by the Department's designated official or confirmed through the signing of the delivery note.

6 DURATION AND PHASING

6.1 The contract will remain valid for a period of twenty-four (24) months from the date of signing the Service Level Agreement and will cover the 2026/27 and 2027/28 financial years. Continuation of the contract will be subject to satisfactory performance, availability of budget, and full compliance with all contractual obligations.

6.2 The appointed service provider must be fully capable of delivering all contracted goods within a period of two (2) months from the date of receiving an official instruction or purchase order from the Department. This delivery timeframe is critical to ensuring the continuous and uninterrupted implementation of the Invasive Alien Species Programme (IASP), particularly with regard to the timely provision of tools required for operational field activities.

6.3 Payment by the Department will be strictly linked to performance and will only be processed upon receipt, inspection, and verification of the goods to ensure full compliance with the approved specifications, as well as submission of a valid and accurate invoice.

6.4 The service provider will be permitted to invoice in **two (2) phased payments**, as follows:

- 50% payment upon successful delivery and acceptance of at least 50% of the total ordered items;
- Remaining 50% (final) payment upon full delivery, inspection, and formal acceptance of all items in accordance with the Terms of Reference (TOR).

6.5 All invoices must be supported by approved delivery notes or signed proof of acceptance by the Department. No payment will be made for non-compliant, or unverified deliveries.

7 ENTERPRISE EXPERIENCE

7.1 Bidders are required to submit 3 to 5 reference letters from current and/or previous clients to demonstrate proven experience in the supply and delivery of similar goods or services. These references will be used to evaluate the bidder's track record, reliability, and capacity to execute the required scope of work. The reference letters must demonstrate a contract amount equal to or above R500 000,00 Only the reference letter demonstrating a contract amount of R500 000,00 or more will be considered.

7.2 Each reference letter must be on the client's official letterhead, be duly signed by an authorised representative, and should include the following mandatory information:

- Name of the Institution/Organisation
- Project Name
- Project Description (clearly outlining the nature, scope, and relevance of the work undertaken)
- Contract Duration (start and end dates) or Delivery date.
- Contact person and contact details (telephone and/or email)
- Contract Price /Project Value

7.3 In addition, bidders must provide a consolidated summary of all reference letters using the template provided below (Table 1). This is required to facilitate a clear, consistent, and efficient evaluation of bid submissions.

Table 1: List of Reference Letters

Name of Institution	Project Name	Project Description	Project Duration	Contact Person	Contract Value

Initials: __________

7.4 Bidders must ensure that all submitted information is accurate, complete, and verifiable. The Department reserves the right to contact the listed references to confirm the details provided and may request additional supporting documentation where necessary.

8 REPORTING REQUIREMENTS

8.1 All reporting shall take place immediately after the delivery of goods to ensure accurate verification and acceptance. The appointed service provider must submit a signed delivery note to the designated end-user Directorate/Project Leader within two (2) working days of the delivery date. This submission is required to confirm that the goods have been received in good order, in the correct quantities, and in full compliance with the approved specifications.

8.2 Furthermore, the service provider shall, upon request by the Department or where deemed necessary for contract administration purposes, submit detailed delivery reports, reconciliation schedules, and progress updates reflecting the status of all deliveries against the issued Purchase Order(s). Such reports must clearly indicate the quantities ordered versus quantities delivered, identify any outstanding items, shortages, damages, or variances, and provide reasons for any discrepancies together with the corrective actions implemented or proposed. All reports must be accurate, up to date, and submitted within the timelines prescribed by the Department.

9 LIST OF THE REQUIRED ITEMS AND RELATED TECHNICAL SPECIFICATIONS

9.1 Table 2 below provides a comprehensive list of all the required tools and supplies for each year, together with the corresponding technical specifications. Bidders are invited to submit proposals for the supply and delivery of these items in full compliance with the stipulated specifications.

9.2 For the purpose of completing the tender pricing schedule, bidders must utilise the quantities provided in **Table 3** and **Table 4** as the basis for preparing and submitting their financial proposals. The total bid price must thereafter be consolidated in **Table 5**. The prescribed tables must be fully completed to ensure that all pricing is presented in a consistent and comparable manner for evaluation purposes.

Table 2: List of Tools & Supplies Required per each Year, Including Technical Specifications

ITEM NO	DESCRIPTION	SPECIFICATION	QUANTITIES
1	**Short Wooden Handle Cane Knives (Celemba)**	**Blade specifications:** • Material: High carbon steel (hardened and tempered) • Blade Length: 200 – 300 mm • Blade Width: 25 – 40 mm (narrow profile) • Blade Thickness: Minimum 2.0 – 2.5 mm • Blade Shape: Straight or slightly curved cutting edge • Tip Design: Pointed or tapered tip for precision work • Edge: Factory sharpened; suitable for repeated re-sharpening • Finish: Anti-rust / anti-corrosion coated (blackened or polished)	6000

Initials: __________

		Handle specifications: • Material: Treated hardwood (e.g. hickory or equivalent) • Handle Length: 120 – 180 mm • Grip: Ergonomic, smooth, non-slip finish • Attachment: Full tang or riveted tang construction • Fixing: Minimum two steel rivets	
2	**Shot cane knife Hook blade (Poly Handle)**	**Blade:** • Material: High carbon steel (hardened and tempered) • Blade Length: 200 – 300 mm • Blade Thickness: Minimum 2 mm • Blade Shape: Slightly curved blade with hooked tip (billhook style) • Cutting Edge: Single sharpened edge; for re-sharpening • Hook Feature: Pronounced hook at tip for grabbing and pulling vegetation • Hardness: 50 – 55 HRC (minimum) • Finish: Anti-rust / anti-corrosion coating (blackened or polished) **Handle (Poly Handle):** • Material: High-impact polypropylene (PP) or reinforced plastic • Length: 120 – 180 mm • Grip: Ergonomic, non-slip textured grip • Design: Closed or flared end to prevent slipping during use	500
3	**Heavy- duty Machete Long Polypropylene Handle**	• Type: Heavy-duty machete / brush-cutting tool • Material: Hardened and tempered high-carbon steel blade • Blade Width: 30 mm • Blade Length: Approximately 450–500 mm • Overall Length: Approximately 540 mm • Handle Material: Durable polypropylene (PP) • Handle Type: Long ergonomic moulded handle • Handle Colour: Black • Weight: Approximately 0.44 kg • Finish: Corrosion-resistant steel blade with protective coating • Grip: Non-slip, impact-resistant handle • Use: Chopping dense bush, slashing grass, cutting regrowth, and invasive vegetation clearing • Durability: Heavy-duty construction for forestry, agricultural, and environmental field operations • Packaging: Supplied individually, with blade cover/sheath where applicable.	500
4	**Ladies spade**	• Material: Hardened steel blade • Blade size: Approx. 200 mm x 150 mm • Handle: Wooden or fibreglass shaft • Handle length: 900 mm – 1100 mm • Grip: D-shaped or T-handle ergonomic grip • Finish: Anti-corrosion coating • Uses: Digging, planting, soil loosening in vegetation clearing projects	200

Initials: __________

5	**Wooden Handle Slashers (Grass Cutter)**	• Blade material: Tempered high carbon steel • Blade length: 450 mm – 600 mm • Blade thickness: 3 mm – 5 mm • Handle: Hardwood shaft, reinforced • Handle length: 1200 mm – 1500 mm • Blade shape: Curved for efficient grass cutting • Manufactured from carbon steel hardened and tempered for durability	1000
6	**Heavy-duty Flat or half-round mill file Sharpening File**	• Type: Heavy-duty hand-held sharpening file • Shape: Flat or half-round mill file • Material: Hardened high-carbon steel • Length: ± 200 mm – 350 mm • Cut type: Double-cut or bastard cut • Handle: Ergonomic rubberised or wooden handle • Finish: Rough machined steel finish for shaping and sharpenin. • Physical: Hardened steel file with precision-cut teeth designed for aggressive material removal • Colour: Metallic steel with brown/black handle • Application: Sharpening and reshaping tools such as cane knives, slashers, axes, hoes, and general metal tools	150
7	**Hand-held utility sharpening stone/Sharpening file**	• Type: Hand-held field sharpening stone / utility file stone • Material: Silicon Carbide (Crystolon abrasive) with plastic handle • Length: Approx. 200–300 mm overall length • Grit/Cut type: Coarse, fast-cutting for rapid edge restoration • Handle: Ergonomic red plastic grip, integrated design • Finish**:** Coarse ground abrasive finish (Crystolon silicon carbide) • Physical: Solid, rugged abrasive stone with integrated handle for outdoor use • Shape: Wedge-shaped (multi-face sharpening surfaces) • Colour: Dark grey/black stone with red handle • Application: Sharpening agricultural and maintenance tools (e.g., cane knives, slashers, hoes, machetes)	150
8	**Wooden Handle Axe / Hatchet**	• Head material: Forged steel (hardened and tempered) • Head weight: 800 g – 1.5 kg • Handle: hardwood, shock-resistant • Handle length: 400 mm – 600 mm • Eye fit: Secure wedged fitting (metal or wooden wedge) • Finish: Anti-rust coating on head • Edge: Pre-sharpened, durable cutting edge • Use: Cutting small trees, stumps, and woody invasive plants	300
9	**PVC Tarpaulin**	• Material: Heavy-duty PVC-coated polyester fabric • Thickness: 300 – 600 GSM (gram per square meter) • Waterproof: 100% waterproof and UV resistant • Colour: Green / Royal Blue (preferably camouflage or neutral for field use)	800

Initials: __________

		• Reinforcement: Heat-sealed seams with reinforced hems • Size options: To be specified (commonly 3m x3m or 3m x 4m or 4m x 6m) • Tear resistance: High tensile strength suitable for outdoor field operations • Use: Covering equipment, biomass collection, and field operations support	
10	**PVC Aprons**	• Material: Flexible PVC (Polyvinyl Chloride), heavy-duty • Thickness: Minimum 0.30 – 0.50 mm • Size: Standard adult (approx. 110–120 cm length) • Design: Full front coverage (chest to knee/shin) • Straps: Adjustable neck and waist straps (PVC or nylon) • Waterproof: 100% waterproof • Chemical Resistance: to mild chemicals and oils • Colour: Green / Blue / White (as specified) • Seams: Heat-sealed or reinforced stitched seams • Weight: Lightweight but durable for extended use	1000
11	**Regulation 7 First Aid Kit with Contents**	**CONTAINER SPECIFICATIONS** • Material: Durable plastic or metal box • Type: Portable, wall-mountable • Closure: Secure clip-lock mechanism • Marking: Clearly labelled "FIRST AID" with green cross • Portability: Carry handle **included** **MINIMUM CONTENTS (REGULATION 7 COMPLIANT) TYPICAL CONTENTS MUST INCLUDE (OR EQUIVALENT APPROVED ITEMS):** • Sterile gauze swabs • Cotton wool • Adhesive plasters (assorted) • First aid dressing (small & large) • Conforming bandages • Triangular bandages • Safety pins • Scissors (stainless steel) • Disposable gloves (latex/nitrile) • Antiseptic solution • Burn dressing • Eye wash solution • CPR mouthpiece/barrier device Compliance Requirements • Must comply with South African OHS Regulation 7 • Contents must be sealed, sterile, and within expiry dates • Kit must include a contents checklist	500
12	**Refill Regulation 7 First Aid Kit**	**CONTENTS (PER REFILL KIT)** • Sterile gauze swabs (±75 mm x 75 mm) – Qty: 10 • First aid dressing (small) – Qty: 2 • First aid dressing (medium) – Qty: 2 • First aid dressing (large) – Qty: 2 • Burn dressings – Qty: 2 • Sterile eye pads – Qty: 2	500

Initials: __________

		• Conforming bandage (75 mm) – Qty: 4 • Conforming bandage (100 mm) – Qty: 4 • Triangular bandages – Qty: 4 • Adhesive plaster roll (±25 mm x 3 m) – Qty: 1 • Adhesive plasters (assorted, minimum 20 per box) – Qty: 1 • Antiseptic solution (minimum 100 ml) or antiseptic wipes – Qty: 1 • Cotton wool (minimum 50 g) – Qty: 1 • Scissors (stainless steel) – Qty: 1 • Disposable gloves (latex or nitrile) – Minimum 2 pairs • Safety pins – Qty: 6 • CPR mouthpiece / resuscitation device – Qty: 1 • Eye wash solution (minimum 100 ml) – Qty: 1 **Quality and Standards** • All items must be new, unused, and of medical-grade quality. • Sterile items must be individually sealed and comply with relevant health standards. • All materials must be suitable for workplace and outdoor field use. • All consumables must have a minimum shelf life of 12–24 months at the time of delivery. Expiry dates must be clearly printed on each item. • No expired or near-expiry items will be accepted. • The refill must be supplied as a complete, sealed pack per kit. • Packaging must include a clearly printed contents list	
13	**Red and White Barrier Tape**	• Colour: Red and White • Size Curve: 75mm • Length: 500 meters • Width: between 70 mm – 100 mm • Thickness: Minimum 30–50 microns • Weather Resistance: UV-resistant, waterproof • Description: Non-adhesive warning tape used for demarcating hazardous or restricted areas during field operations.	500
14	**2L Plastic Measuring Jug**	A durable measuring jug used for accurately measuring liquids such as herbicides, water, and chemical mixtures. • Material: polypropylene (PP) or polyethylene (PE) • Capacity: 2 Litres • Graduations: Clear, embossed or printed measurement markings (ml & litres) • Handle: Ergonomic grip handle • Spout: Pouring spout for controlled flow • Transparency: Semi-transparent or clear for visibility • Chemical Resistance: to common herbicides and detergents • Temperature Resistance: Suitable for outdoor use	200
15	**Heavy-duty Hand Held 1.5L Pulsar Sprayers**	• Manual hand-held pressure sprayer used for applying herbicides, pesticides, and water in invasive species control operations. • Capacity: 1.5 Litres • Material: High-density polyethylene (HDPE) tank	4000

		• Pump Mechanism: Manual pressure pump (piston type) • Nozzle: Adjustable spray nozzle (mist to jet) • Pressure Release Valve: Integrated safety valve • Handle: Ergonomic trigger handle with lock mechanism • Seals: Chemical-resistant seals (e.g., Viton or equivalent) • Lance: Short nozzle or integrated head • Strap: Optional carry strap (preferred) • Colour: Blue, white or neutral	
16	**Heavy-duty Handheld 5L Pressure Sprayer**	• **Description**: Portable hand-operated pressure sprayer used for targeted application of herbicides and pesticides. • Capacity: 5 Litres • Material: High-density polyethylene (HDPE), UV-stabilised tank • Pump Mechanism: Manual piston-type pressure pump • Operating Pressure: Minimum 2–3 bar • Nozzle: Adjustable (fine mist to direct jet) • Lance: Plastic or stainless-steel lance (short to medium length) • Hose: Flexible, chemical-resistant hose • Trigger: Lockable trigger mechanism for continuous spraying • Seals: Chemical-resistant seals (e.g., Viton or equivalent) • Pressure Relief Valve: Integrated safety release valve • Strap: Adjustable shoulder strap for portability	4000
17	**Backpack heavy-duty 12 Litre Pressure Sprayer**	• **Description**: Medium-capacity backpack sprayer for extended spraying operations in the field. • Tank Capacity: 12 Litres • Tank Material: UV-stabilised HDPE • Frame: Ergonomic back support design • Pump Type: Manual lever-operated diaphragm or piston pump • Operating Pressure: 2–4 bar • Lance: Stainless steel or brass lance • Nozzle: Adjustable nozzle (multiple spray patterns preferred) • Hose: Reinforced, chemical-resistant hose • Hose Length: 1.5M • Straps: Adjustable padded shoulder straps • Seals: Chemical seals (Viton or equivalent) • Pressure Regulator: Preferred	2000
18	**16L Heavy Duty Knapsack Pressure Sprayer**	• Heavy-duty knapsack sprayer for large-scale vegetation control and herbicide application. • Capacity: 16 Litres • Material: UV-resistant HDPE tank • Colour: Green/Blue • Pump Mechanism: Lever-operated piston/diaphragm pump (left/right-hand operation) • Operating Pressure: 3–5 bar • Lance: Stainless steel lance with adjustable nozzle • Nozzle Types: Cone, fan, and jet spray options • Hose: Heavy-duty flexible hose	700

		• Harness: Padded, adjustable shoulder straps with back support • Seals: Chemical-resistant (Viton or equivalent) • Pressure Chamber: Durable internal or external chamber • Base: Stable base for standing and refilling	
19	**20L Water Container**	• The 20-litre water container shall be a portable, heavy-duty container designed for storing and transporting water or diluted solutions for field operations. • Capacity: 20 litres nominal • Design: Jerry-can or rectangular container with optional graduation markings • Material: Food-grade High-Density Polyethylene (HDPE) • Properties: UV-stabilised, impact-resistant, non-toxic, suitable for outdoor use • Colour: Natural, white, or blue (semi-transparent preferred for visibility) • Construction: One-piece moulded body with thick, durable walls • Base: Reinforced for stability and resistance to deformation • Cap/Closure: Screw cap with secure leak-proof rubber or silicone gasket • Opening Size: Wide mouth (approximately 40–60 mm) for easy filling and cleaning • Handles: Integrated moulded handles for safe lifting and carrying • Weight: Lightweight when empty for ease of transport • Dimensions may vary slightly depending on manufacturer design (jerry-can vs rectangular type) • Container must still maintain true 20L usable capacity • Must be structurally stable	400
20	**25L Water Container**	• Heavy-duty container for transporting and storing water or diluted chemical solutions. • Capacity: 25 Litres • Material: Food-grade HDPE plastic or manufactured from high-density polyethylene • Design: Rectangular • Cap: Leak-proof screw cap with seal • Handle: Integrated moulded handle(s) for easy carrying • Colour: Natural / white / blue (semi-transparent preferred for level visibility) • Wall Thickness: Heavy-duty for durability	400

10 BID REQUIREMENTS

10.1 Pricing Instructions

Bidders are required to adhere strictly to the following pricing conditions:

- All prices must be firm, fixed, and inclusive of Value Added Tax (VAT),
- All prices must be submitted in South African Rand (ZAR) only.
- Pricing must include all associated costs, including but not limited to packaging, handling, transportation, and delivery to the designated sites specified by the Department.

- **Prices for Year 2 shall make provision for annual price escalation in line with the prevailing average inflation rate.**
- No escalation, hidden costs, or additional charges will be entertained after award of the contract, as the tendered prices shall be deemed to include all costs necessary for the full execution and delivery of the contract.
- The Department reserves the right to adjust quantities based on operational requirements and within the limits of the available budget.
- **NB: Bidders to note that no payment will be made in advance prior to delivery of goods.**

11 FINANCIAL PROPOSAL SUBMISSION

11.1 Bidders are required to submit a comprehensive financial proposal as part of their bid submission. The financial proposal must be fully completed using the prescribed pricing schedules provided in Table 3; Table 4 and Table 5 below to ensure that all pricing is presented in a clear, accurate, consistent, and comparable manner for evaluation purposes.

11.2 For pricing purposes, Table 3 must be completed to reflect the pricing for Year 1, while Table 4 must reflect the pricing for Year 2, based on the quantities provided. Table 5 must then be completed to consolidate the totals for both financial years and reflect the total bid price for the full twenty-four (24) month contract period.

11.3 Failure to fully complete the prescribed pricing schedules, or submission of pricing in a format other than that prescribed, may result in the bid being deemed non-responsive.

Table 3: Itemised Pricing Schedule for Year 1

ITEM NO	DESCRIPTION	QUANTITY REQUIRED	EST. UNIT PRICE (R) (Including VAT)	EST. TOTAL (R) (Including VAT)
1	Short Wooden Handle Cane Knives (Celemba)	6000	R	R
(2	Shot Cane Knife Hook Blade (Poly Handle)	500	R	R
3	Machete Long Polypropylene Handle	500	R	R
4	Ladies Spade	200	R	R
5	Wooden Handle Slashers (Grass Cutter)	1000	R	R
6	Heavy-duty Flat or half-round mill file Sharpening File	150	R	R
7	Hand-held utility sharpening stone/Sharpening file	150	R	R
8	Wooden Handle Axe / Hatchet	300	R	R
9	PVC Tarpaulin	800	R	R
10	PVC Aprons	1000	R	R
11	Regulation 7 First Aid Kit (Complete)	500	R	R
12	Refill Regulation 7 First Aid Kit	500	R	R
13	Red and White Barrier Tape	500	R	R
14	2L Plastic Measuring Jug	200	R	R
15	Heavy-duty Hand Held 1.5L Pulsar Sprayers	4000	R	R
16	Heavy-duty Handheld 5L Pressure Sprayer	4000	R	R
17	Backpack 12L Pressure Sprayer	2000	R	R
18	16L Heavy Duty Knapsack Pressure Sprayer	700	R	R
19	20L Water Container	400	R	R
20	25L Water Container	400	R	R
21	Delivery Costs (***Delivery costs must be included in total costs)***			R
	Total Bid Price for Year 1 (2026/27) (Including VAT)			**R**

Initials: __________

Table 4: Itemised Pricing Schedule for Year 2

ITEM NO	DESCRIPTION	QUANTITY REQUIRED	EST. UNIT PRICE (R) (Including VAT)	EST. TOTAL (R) (Including VAT)
1	Short Wooden Handle Cane Knives (Celemba)	6000	R	R
2	Shot Cane Knife Hook Blade (Poly Handle)	500	R	R
3	Machete Long Polypropylene Handle	500	R	R
4	Ladies Spade	200	R	R
5	Wooden Handle Slashers (Grass Cutter)	1000	R	R
6	Heavy-duty Flat or half-round mill file Sharpening File	150	R	R
7	Hand-held utility sharpening stone/Sharpening file	150	R	R
8	Wooden Handle Axe / Hatchet	300	R	R
9	PVC Tarpaulin	800	R	R
10	PVC Aprons	1000	R	R
11	Regulation 7 First Aid Kit (Complete)	500	R	R
12	Refill Regulation 7 First Aid Kit	500	R	R
13	Red and White Barrier Tape	500	R	R
14	2L Plastic Measuring Jug	200	R	R
15	Heavy-duty Hand Held 1.5L Pulsar Sprayers	4000	R	R
16	Heavy-duty Handheld 5L Pressure Sprayer	4000	R	R
17	Backpack 12L Pressure Sprayer	2000	R	R
18	16L Heavy Duty Knapsack Pressure Sprayer	700	R	R
19	20L Water Container	400	R	R
20	25L Water Container	400	R	R
21	Delivery Costs ***(Delivery costs must be included in the total costs)***			R
	Total Bid Price for Year 2 (2027/28) (Including VAT)			**R**

Table 5: Consolidated Bid Price

ITEM NO.	DESCRIPTION	FINANCIAL YEAR	TOTAL BID PRICE (INCL. VAT)
1	**Total Bid Price for Year 1**	**2026/27**	**R**________________________
2	**Total Bid Price for Year 2**	**2027/28**	**R**________________________
3	**TOTAL OVERALL BID PRICE (Year 1 + Year 2)**		**R**________________________

NB: Total overall bid price must be transferred to bid offer of the bid document (SECTION H: BID OFFER)

Initials: ___________

12 EVALUATION PROCESS

12.1 The Evaluation Process will be conducted in the following phases:

Table 6: Evaluation process

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	**Functionality Requirement**	**Price and Preference**	**Negotiation and, Final Award**
Compliance with Mandatory Requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	Bids will be evaluated using the 80/20 preference points system.	Negotiation will take place with the recommended service provider if necessary, then Final award will be made.

12.2 **<u>PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE</u>**

Table 7: Mandatory requirements

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed
Compulsory briefing	Briefing certificate, stamped and signed by the department's representative
Authority to Sign a Bid: COMPANIES **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**

Initials: __________

Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**
Authority to Sign a Bid: CLOSE CORPORATION **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**
Authority to Sign a Bid: CO-OPERATIVE **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**
Authority to Sign a Bid: JOINT VENTURE **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**
Authority to Sign a Bid: CONSORTIUM **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**

Initials: __________

Authority to Sign a Bid: PARTNERSHIP **(To be completed in full)**	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. **(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)**

12.3 **PHASE 2: FUNCTIONALITY REQUIREMENTS**

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a minimum of **60%** of the total points outlined in the Evaluation Grid.

EVALUATION CRITERION FOR FUNCTIONALITY:

Table 8: Functionality requirements

No	Evaluation Criteria	Guidelines	Maximum Points

1	Experience of Company in execution & management of projects of a similar nature.
	
	(Provide reference letters)
		• Bidders are required to submit 3 to 5 reference letters from current and/or previous clients to demonstrate proven experience in the supply and delivery of similar goods or services. These references will be used to evaluate the bidder's track record, reliability, and capacity to execute the required scope of work.
		
		• The reference letters must demonstrate a contract amount equal to or above R500 000,00 Only the reference letter demonstrating a contract amount of R500 000,00 or more will be considered.
		
		• Each reference letter must be on the client's official letterhead, duly signed by an authorised representative, and must include the following information:
		  • Name of the Institution/Organisation
		  • Project Name
		  • Project Description, clearly outlining the nature, scope, and relevance of the work undertaken
			50

Initials: __________

		• Contract Duration (start and end dates) or Delivery date. • Contactable references and contact numbers • Contract Price /Project Value	
	Overall Score Total		**50**

12.4 **PHASE 3: PRICE AND PREFERENCE**

*Bidders who obtained a minimum qualifying score of **60%** will progress to the next stage of price and preferential points based on the 80/20 preference points system for acquisition of goods or services with Rand Value equal to or below R50 million or 90/10 preference points system for acquisition of goods/services with Rand Value above R50 million.*

12.5 **POINTS AWARDED FOR SPECIFIC GOALS**

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table 9, below and may be supported by proof/ documentation stated in the same table.

Table 9: Specific goals of the bid

Specific goals	**Direct Preference Points (80/20)**	**Documents required to determine specific goals respectively**
Preference Goal 1- HDI		
Africans	4	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
Women	4	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
People with disability	4	Completed ownership demographic form, Doctor's Medical Certificate/Disability letter, CIPC Certificate and completed SBD 6.1
Preference Goal 2- RDP		
Youth	4	Completed ownership demographic form, CIPC Certificate Copy of Identity document and completed SBD 6.1
Geographical Location **(KZN Province Based)**	4	Completed ownership demographic form, Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1
Total Points for development Objectives	**20**	

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Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

12.6 **PHASE 4 FINAL AWARD, NEGOTIATION**

The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and /or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

Initials: __________

ANNEXURE A: EVALUATION GRID

To be completed for tender by each evaluator

STAGE TWO OF EVALUATION

The following points will be used for scoring:

0= Not acceptable 3 = Acceptable 4 = Good 5 = Excellent

Method of calculation: (Points obtained x weight ÷ 5 or 4 or 3) =

Name of the bidder: ....

Criterion	**Weight at Maximum Points**	**Initial assessment**	**Final Score**
Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters.	**50 POINTS**		
Scoring Guide Bidders are required to submit 3 to 5 reference letters from current and/or previous clients to demonstrate proven experience in the supply and delivery of similar tools. The reference letters must demonstrate a contract amount equal to or above R500 000,00 Only the reference letter demonstrating a contract amount of R500 000,00 or more will be considered. Each reference letter must be on the client's official letterhead, duly signed by an authorised representative, and must include the following information: ✓ Name of the Institution/Organisation ✓ Project Name ✓ Project Description ✓ Contract Duration or Delivery date ✓ Contactable references and contact numbers ✓ Contract Price /Project Value • 5 Client reference letters = 5 - Excellent • 4 Client reference letters = 4 - Good • 3 Client reference letters = 3 - Acceptable • Less than 3 Client reference letters = 0 - Not acceptable ***EDTEA reserves the right to authenticate the validity of reference letters***			
Total Evaluation Score	50 (100%)		
Minimum passing score	30 (60%)		

Initials: __________

Evaluation performed by:

Comments	
Name	
Signature	
Date	

Initials: __________