



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

INVITATION TO QUOTE

Quotation Number: Q 14 EDTEA 24/25

Description: APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF AN ACCREDITED HERBICIDE APPLICATOR COURSE BASED ON UNIT STANDARD (123134): TITLED “APPLY HERBICIDE TO NOXIOUS WEEDS” (NQF LEVEL 1; CREDITS 3), TRAINING IS TO BE PROVIDED FOR 960 EPWP PROJECT PARTICIPANTS OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.

Briefing Session **NOT APPLICABLE**

Queries relating to the issue of these documents may be addressed to Admin Office Tel. No. (033) 264 2864/ 2633/2862: e-mail bids@kznedtea.gov.za

Closing Date: 13/08/2024

Closing Time: 15:00

Method of submission: DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR FOYER, 270 JABU NDLOVU STREET PIETERMARITZBURG

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SECTION A (PART A: INVITATION TO QUOTE)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EDTEA)					
BID NUMBER:	Q 14 EDTEA 24/25	CLOSING DATE:	13/08/2024	CLOSING TIME:	15:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF AN ACCREDITED HERBICIDE APPLICATOR COURSE BASED ON UNIT STANDARD (123134): TITLED "APPLY HERBICIDE TO NOXIOUS WEEDS" (NQF LEVEL 1; CREDITS 3), TRAINING IS TO BE PROVIDED FOR 960 EPWP PROJECT PARTICIPANTS OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET, PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Admin Office		CONTACT PERSON	Alex Dlamini	
TELEPHONE NUMBER	(033) 264 2864/ 2633/2862		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 /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING**1. BID SUBMISSION:**

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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 Quotation Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the QUOTATION document:							
Part A	Invitation to BID (SBD 1)	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
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				
Section F – G	Pricing Schedule (SBD 3)	Yes	Yes				
Section H	Quotation Offer	Yes	Yes				
Section I	Bidder's disclosure form (SBD4)	Yes	Yes				
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022.			Yes If Applicable			
Section K	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section L	Special Conditions of Contract	Read only					
Section M	General Conditions of Contract	Read only					
Section N	Authority to Sign a BID						
	Provide resolution letter for relevant enterprise status	Yes	Yes				
	Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises	Yes	Yes				
Section O	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability						

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
Annexure E	Board Resolution template						

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.

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:

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..... Closing Time 15:00	Bid number: Q 14 EDTEA 24/25 Closing date: 13/08/ 2024
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OFFER TO BE VALID FOR 90 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

SECTION G: PRICING SCHEDULE
(Professional Services)

SBD 3.3

Name of bidder.....	Bid number: Q14 EDTEA 24/25
Closing Time 15:00	Closing date: 13/08/2024

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

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

- The accompanying information must be used for the formulation of proposals
- 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.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

- PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

- 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

- 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 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?
- 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:

SECTION H: QUOTATION OFFER
(To be completed by Bidder)

QUOTATION NUMBER: Q14 EDTEA 24/25

- 18.1.1 QUOTATION PRICE INCLUDING VAT: R.....
- 18.1.2 AMOUNT IN WORDS:
.....
- 18.1.3 TIME FOR COMPLETION/ DELIVERY:calendar months

NAME OF BIDDER:	SIGNATURE	DATE:
.....

FOR OFFICE PURPOSES ONLY		
<div><div>IMPORTANT</div><div>Mark appropriate block with "X"</div></div>		
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

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.

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 bidder

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.

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

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

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

1. 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).

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:

or

80/20

$$P_s = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

or

80/20

$$P_s = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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
Geographical Location (KZN based- Rural areas, Local Municipalities, Districts and Wards)	20		Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward Councilor/ 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 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:

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													

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 five 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: SPECIAL CONDITIONS OF CONTRACT

This quotation 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 90 days from the closing date of the submission of quotations.

1. CONTRACT PERIOD

1.1 06 months from signing of Service Level Agreement

2. EVALUATION CRITERIA

There are *Four (4)* main stages in the selection process, namely, ensuring that quotations comply with administrative Compliance, functionality, and 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 quotation documents viz Part A & Part B, Sections A to O. Failure to comply with any of the sections contained in the bid document that constitute step one will render the quotations invalid.

The following documentation must be submitted:

CRITERIA			YES	NO	REMARKS
SECTION A	PART A	INVITATION TO BID (SBD 1)	X		
	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	X		
SECTION E		DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	X		
SECTION F		PRICING SCHEDULE (SBD 3.1)	X		
SECTION G		PRICING SCHEDULE (SBD 3.3)	X		
SECTION H		BID OFFER			
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		SPECIAL CONDITIONS OF CONTRACT	X		
SECTION M		GENERAL CONDITIONS OF CONTRACT			Read only
SECTION N		AUTHORITY TO SIGN THE BID	X		
SECTION O		SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			If applicable
SETA Registration for the company		Bidders will be expected to attach to the bid documents or provide proof of company registration with FP & M-SETA or any other relevant SETA.	X		
SETA registration for the Assessor		Bidders will be expected to provide with their bid documents proof of registration with FP & M-SETA or any other relevant SETA for the appointed Assessor.	X		

2.2 Step 2- Functionality

This quotation will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of **60%** in order to proceed to the next stage of evaluation

2.3 Step 3 - Preferential Point Evaluation

This quotation 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 indicated below should be attached together with this quotation. Failure to provide documents will result in non-allocation of preference points.

Specific goals		Documents required to determine specific goals respectively	
Preference Goal 2- RDP			
Geographical Location (KZN Based)		20	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councilor/ lease agreement/Account statement and CIPC certificate

2.4 Step 4 - Price negotiation

Where applicable the department reserves the right to negotiate price with the recommended bidder

SECTION M: 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 those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - v) 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
 - vi) a cashier's or certified cheque
 - vii) 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

- 1.1 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.
- 1.2 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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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.

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

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

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.

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.

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

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.

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

16. Payment

- 1.The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 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.
- 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.
- 4.Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

- 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

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

- 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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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

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

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

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.

25. Force Majeure

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.

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

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

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.

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.

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.

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

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

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

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

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

31. Notices

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
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

- 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.
- 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.
- 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

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

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).
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

SECTION N: 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.

SECTION O: 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.

[illegible]

SIGNATURE OF BIDDER:

DATE:

ANNEXURE A: TERMS OF REFERENCE (TOR)

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER TRAINING OF AN ACCREDITED HERBICIDE APPLICATOR COURSE
BASED ON UNIT STANDARD (123134): TITLED “APPLY HERBICIDE TO NOXIOUS WEEDS” (NQF LEVEL 1; CREDITS 3),
TRAINING IS TO BE PROVIDED FOR 960 EPWP PROJECT PARTICIPANTS OF THE DEPARTMENT OF ECONOMIC
DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS.**

ACRONYMS

CV	Curriculum vitae
EDTEA	Department of Economic Development, Tourism and Environmental Affairs
EPWP	Expanded Public Works Programme
ETDPSETA	Education, Training and Development Practices SETA
ETQA	Education and Training Quality Assurance
KZN	KwaZulu-Natal Province
IASP	Invasive Alien Species Programme
NQF	National Qualifications Framework
NLRD	National Learner Record Database
OHS Act	Occupational Health and Safety Act No. 85 of 1993
PFMA	Public Finance Management Act
PPE	Personal Protective Equipment
SAQA	South African Qualification Authority
SETA	Sector Training and Education Authority
SLA	Service Level Agreement
SOR	Statement of results
US ID	Unit standard identity
US	Unit Standard

1. DEPARTMENTAL AND PROGRAMME OVERVIEW

During the financial year (2024/25), the Department of Economic Development, Tourism and Environment Affairs (EDTEA) will be implementing forty-two (42) IASP EPWP projects and these projects serve as one of the Department's response to job creation and skills development. The 42 projects deal with the management and control of invasive alien plant species within targeted local municipalities of the KZN province, hence these projects also serve as the Department's response to its environmental mandate of biodiversity protection. Training and capacity development are a critical element for implementation of EPWP projects as it equips participants with skills required to carry out assigned tasks effectively and efficiently. Hence one of the Department's APP output refers to training of 1000 participants on invasive alien species plants eradication. The Department has identified herbicide applicator as one of critical trainings required by the EPWP participants involved with invasive alien plants clearing projects. It is against this background, that the Department wishes to solicit services of suitably qualified Training Service Provider that will assist to render the identified herbicide applicator training.

2. RATIONALE OF THE PROJECT

According to the Code of Good Practice for Special Public Works Projects read together with the Ministerial Determination, workers employed in EPWP projects are expected to receive training. The training of EPWP participants is informed by lack of skills that is still being experienced by many South African citizens, hence training of EPWP participants remains the most critical element of the Department. Among the many reasons why training of EPWP participants is critical are the following:

- ✓ The EPWP programmes employ people from rural communities that may not have any background on the work required to be undertaken by the project teams, hence the provision of training is critical as it can assist the participants to learn and perform their assigned duties effectively and efficiently.
- ✓ Some of the work activities of the EPWP projects involve handling of chemicals and herbicides, therefore, this automatically compels the Department to comply with several prescripts which regulate the use of such chemicals. Among the prescripts is the Health and Safety Act (Act No. 85 of 1993) and the Hazardous Chemical Substances Regulations of 1995. Both prescripts mandate the employer (in this case the Department, by extension) to provide critical accredited trainings to persons handling the chemicals.
- ✓ According to one prescript that regulates the use, transportation and handling of chemicals/herbicides in the country, it states "Any person who for reward or in the course of a business, industry or trade uses an agricultural remedy must register as a Pest Control Operator in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983." The IASP projects operations are within the industry or trade, that uses agricultural remedies (chemicals), and in terms of the Act, persons who supervise the IASP project teams (Project Officers and Contractors) should have a valid pest control certificate. In essence this Act compels the Department to ensure that project participants receive the herbicide applicator training course, which by extension will enable them to acquire the Pest control operator license.
- ✓ Lastly, the provision of training courses will also enable EPWP participants to access better employment opportunities when they exit the Departmental EPWP programmes.

Currently the Department does not have inhouse capacity to facilitate the Herbicide Applicator training and it is in this context that services of a qualified and professional training service provider is required.

3. PURPOSE OF TERMS OF REFERENCE

The purpose of the Terms of Reference is to solicit a training service provider with an accreditation from Fibre Processing and Manufacturing Sector Education and Training Authority (FP & M- SETA) or accredited by any other relevant SETA to assist the Department with training of IASP project workers on Herbicide Applicator course based on **Unit Standard 123134, titled “Apply herbicide to noxious weeds” NQF Level 1, Credits 3**. The training is to be provided to **960** project participants.

4. PROJECT OBJECTIVES AND COURSE OUTCOMES

The aim of the project is the provision of three-days herbicide applicator training to 960 IASP project participants. The three-day training course will equip project participants with the relevant skillset that will provide them with necessary knowledge required to control invasive alien plants using herbicides. On completion of the course learners or project participants should be able to demonstrate the following:

- ✓ **Prepare for chemical weed control**- i.e. understand the purpose of the chemical weed control and be able to select and use the appropriate equipment for the task at hand;
- ✓ **Apply chemical to weeds**- i.e. should understand and apply herbicide using various application methods or techniques used to control weeds, understand equipment calibration according to the chemical application and specifications and minimize herbicide wastage;
- ✓ **Practice safe working procedures when using agrochemicals**- i.e. using correct personal protective equipment appropriately and performing hazard assessment on worksite;
- ✓ **Maintain equipment**- participants should understand procedures of maintaining, repairing, replacing and reporting an equipment and be able to apply the various relevant procedures; and understand the procedure that is followed in transporting the equipment (including transportation of herbicides).

5. SCOPE OF WORK/METHODOLOGY/DELIVERABLES

The following scope of works/methodology/deliverables are applicable and must be complied with.

- 5.1 The appointed training service provider will be expected to render training on herbicide applicator course based on Unit Standard ID: **123134 “Apply herbicide to noxious weeds” at NQF Level 1; Credits 3**, for **960** IASP project workers/participants. Furthermore, the appointed Training Service Provider will be expected to assess the unit standard according to the specific outcomes and assessment criteria as outlined by the South African Qualification Authority (SAQA).
- 5.2 The Bidder will be expected to demonstrate understanding and competency for the project scope and deliverables by providing a detailed proposed training methodology that will be followed in rendering the training.
- 5.3 The training is to be provided to **960 project workers** that have been appointed to work in projects involved in chemical control of invasive alien plants. The training will be conducted for 32 project groups. The training ratio shall be 1:30, meaning one (1) facilitator per 30 participants.
- 5.4 **Duration:** The appointed Training Service Provider will be required to render the training course for three-days respectively for each group of 30 participants. The overall training programme is expected to run for six **(06) months**, after signing of the SLA. The actual training workshops must last four months, while the other two months shall be

dedicated to internal and external moderation, uploading of the learners onto the SETA NLRD system and certification process.

- 5.5 Training is to be conducted at thirty-two (32) project sites that will be provided by the Department. The specific training venues/sites are presented in **APPENDICE A**.
- 5.6 The appointed service provider shall ensure that the training is facilitated by suitable and qualified facilitators.
- 5.7 The service provider must ensure, Facilitators are able to facilitate and interpret training in both English and isiZulu languages. This means, the facilitators must be capable of conversing within isiZulu and English.
- 5.8 The service provider must provide all relevant training **resources** that are needed for effective training of the programme. Among the material required, the service provider must provide training manuals for 960 participants and should be printed in English/IsiZulu (The manuals will be distributed to the learners).
- 5.9 The service provider must provide all relevant training tools, equipment and personnel protective equipment (PPE) that are needed for effective practical training (to conduct practical demonstrations) of this course.
- 5.10 The course should be practically oriented, training candidates in safe and efficient application of herbicides (i.e. practical component to be 70% and theoretical component to be 30%).
- 5.11 The service provider must ensure appointed Facilitators conduct formative and/or summative assessments for all the learners.
- 5.12 The unit standard offered must have credit-bearing outcome. The appointed training service provider must notify the relevant SETA under which it is registered of the training and upload all learner details and training conducted on the SETA NLRD (National Learner Record Database). The appointed Training Service Provider will be required to submit to the Department evidence of the uploading of the learners onto the SETA NLRD system.
- 5.13 The service provider must ensure moderation of assessment is conducted by the relevant Education, Training, Quality, Assurance (ETQA) Body. The service provider must ensure, all delegates who complete the summative assessment are assessed, moderated, and receive statement of results (SOR). Thereafter a Certificate of Competence from the relevant SETA will have to be issued. Two months after the completion of the actual training has been completed will shall be allocated to the moderation process and the uploading of learners into the SETA NLRD system and the printing of certificates.
- 5.14 The service provider must issue certificates of attendance to learners that did not meet the threshold for competence level.
- 5.15 All certificates must be printed on an A4 premium paper and be laminated. The certificates shall be submitted to the Department after completion of the course.
- 5.16 Every second-month during the training, the Service Provider will be required to submit a progress report detailing milestones covered, learner participation, content of the training covered, identified barriers to learning if any, pictures taken during training, challenges experienced, recommendations and signed original attendance registers. The report must be signed-off by the training coordinator and be submitted as an electronic copy/mailed to the Department.
- 5.17 At the completion of training, the Service Provider will be required to submit a comprehensive post course report detailing milestones covered, learner attendance, learner participation, content of the training covered, identified barriers to learning if any, pictures taken during training, challenges experienced, recommendations and signed original attendance registers. The report must be signed-off by the Training Coordinator and must be submitted as hard copy and should also be submitted as an electronic copy/mailed to the Department within 15 days after completion of training.

5.18 The Service Provider will be required to submit the last invoice once all required documents and all other deliverables have been met including uploading of learner details onto the SETA NLRD system. On the other hand, the Department will only honor the last invoice once the service provider has submitted all required documents and all other deliverables have been met including uploading of learner details onto the SETA NLRD system. The Service Provider will be required to submit to the Department, evidence of the uploading of the learners onto the SETA NLRD system before the last invoice can be processed for payment.

6. ELIGIBILITY CRITERIA

Bidders/Prospective Service Providers must comply with the following;

- 6.1.** Bidders must have a registered company. With their bid, Bidders must submit or provide proof of the company registration documents.
- 6.2.** Bidders must be registered as a training service provider with any of the relevant SETAs and with their bid, Bidders must provide proof for their valid registration (a valid registration with any of the relevant SETAs will be accepted).
- 6.3.** Bidders must utilize an assessor that has the relevant SETA registration. The Assessor must be registered with FP & M-SETA or must be registered with any of the relevant SETAs. Bidders must provide proof of valid registration for the assessor there are going to use for the project.
- 6.4.** The Bidder will be expected to demonstrate understanding and competency for the project scope and deliverables by providing a detailed proposed training methodology that will be followed in rendering the training.
- 6.5.** Experience of Company in execution & management of projects of a similar nature and references provided from previous clients. The Bidding company must have previously successfully completed two to five or more projects in providing training on herbicide applicator or any relevant training course. The Bidder must provide/submit two to five or more reference letters or purchase orders or award letters. In case of a reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar training. The letter must include company name, contactable references and contact details.

7. KEY EXPERTS REQUIRED TO DELIVER ON THE PROJECT

The bidding company will be expected to have competent key experts to successfully deliver on the project objectives and the key experts should consist of one Training Coordinator, three Training Facilitators and one Assessor. Please kindly note that team members who are submitted as part of the bid must be involved in the carrying out of the project. Should there be a need for replacements, substitutes must be of equal qualification, capability and prior approval must be sought from the Department (EDTEA). The bidder's proposal must provide a detailed description of the team composition and curriculum vitae (CVs) of all project team members. Bidders must make it clear in the proposal or organisational structure, the role to be played by each specific team member/key expert. The threshold of professional experience and qualifying requirements expected to be met by key experts is presented below.

7.1. One Training Coordinator

One Training Coordinator will be required for the project. The Training Coordinator will be expected to oversee the overall coordination and delivery of the project. S/he may monitor or delegate other personnel to monitor the trainings. This person should be the contact person for the training institution. The Training Coordinator must have 3 to 5 or more years of experience in the field of skills development or training in general. Bidders must attach/submit a short CV of the Training Coordinator and the CV must be submitted in the format provided in **Annexure B** or any other format of their choice will be accepted.

7.2. Three Training Facilitators

Three Training Facilitators will be required for the project. The facilitators must have 3 to 5 or more years of experience in facilitation of either the required unit standard or any Herbicide Applicator course in general. The Facilitators must be able to facilitate and interpret training in both English and isiZulu languages. This means, the facilitators must be capable of conversing within isiZulu and English. Curriculum vitae (CVs), indicating experience, language proficiency, qualifications and professional registrations, must be submitted with the bid documents. The CVs must be submitted in the format provided in **Annexure B** or any other format of the service provider's choice will be accepted. The proposed facilitators must sign statement of availability and exclusivity using the template attached as **Annexure C**.

7.3. One Assessor

One Assessor will be required for the project. The Assessor must be registered with FP & M-SETA or must be registered with any of the relevant SETAs. Furthermore, the Assessor must have 3 to 5 or more years of experience working as an Assessor on similar training or any other relevant training. Bidders must submit proof of registration of the Assessor together with a curriculum vitae (CV), indicating experience, qualifications and professional registrations. The CV of the Assessor must be submitted in the format provided in **Annexure B** or any other format of their choice will be accepted. The proposed Assessor must sign the statement of availability and exclusivity attached as **Annexure C**.

8. REPORTING

The appointed Bidder will report directly to IASP Training Coordinator on (cell) 066 1608 766 or email: minenhle.ndlovu@kznedtea.gov.za alternatively, the appointed Bidder will report to the Project Leader on (cell) 082 8486 771 or email: alex.dlamini@kznedtea.gov.za.

9. PROCEDURES AND PROCESSES

The following procedures/processes will inform the contract between the appointed Bidder and the Department (EDTEA);

- a) Before any work can commence a service level agreement (SLA) shall be signed by both parties (EDTEA and the successful bidder/tenderer) and should there be any dispute regarding finalisation of the agreement, EDTEA reserves the right to cancel the contract/ order with no cost implications for the Department.
- b) The Department will finance provision of the accredited training.
- c) The Department will provide training venues.
- d) The appointed Bidder will provide all training materials, equipment and resources for use during the training.
- e) For the duration of the project, the appointed Bidder will be expected to provide transportation to training venues, accommodation and meals for its own project team or key experts.
- f) The Department will provide transportation for all the learners to the training venues/sites.
- g) The Bidder/s should be willing to avail themselves for logistic meetings or any other meetings regarding the training project.
- h) The implementation of training will adhere to systems and procedures required by the Public Finance Management Act (PFMA), EPWP guidelines/policies and any other related legislation.
- i) The Department undertakes to pay-out in full within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports/documents as stipulated in Scope/ Methodology/ Deliverable section.
- j) No payment will be made where there is outstanding information/work not submitted by the appointed Bidder until that outstanding information is submitted.

10. PRICE BREAKDOWN OR COSTING OF THE PROJECT

As part of the Proposal/Bid Document, bidders are requested to submit a financial proposal/costing of the project. An analysis of costs must be given to cover the full tender amount, and where possible, costs should be linked with the specific task to be undertaken. The financial offer must be Vat Inclusive for vat vendor service providers.

Item No.	Description of Service/description of expense to be incurred	Unit Price- Rands	Amount- Rands
1	Learning material, tools & equipment		
2	Facilitation costs		
3	Travelling costs		
4	Accommodation costs		
5	Printing and laminating of certificates		
6	Administrative costs		
7	Project Management costs		
8	If Other (please specify and quote)		

9			
10			
11			
Total amount (excluding Vat)			R
Vat (for Vat Vendor)			R
Grand Total			R

11. EVALUATION CRITERIA

The Evaluation Process will be conducted in four phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	Functionality Requirement	Price and Preference Points	Negotiation and Final Award
Compliance with Mandatory and other Bid Requirements	Bidders will be assessed to verify capacity to execute the contract.	Bid will be evaluated using 80/20 preference points	Negotiation will take place with the recommended service provider if necessary, then final award will be made.

a) Phase 1 – Administrative Compliance

During this phase of evaluation bidders' TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bid. The following documents must be submitted for administrative compliance purposes;

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
Authority to Sign a Bid: COMPANIES	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.
Authority to Sign a Bid: CLOSE CORPORATION	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.
Authority to Sign a Bid: CO-OPERATIVE	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.

Authority to Sign a Bid: JOINT VENTURE	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. Resolution/agreement passed /reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.
Authority to Sign a Bid: CONSORTIUM	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. Resolution/agreement passed /reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.
Authority to Sign a Bid: PARTNERSHIP	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. A resolution letter must be submitted together with this bid and such resolution shall include a specimen signature of the signatory.
SETA Registration for the company	Bidders will be expected to attach to the bid documents or provide proof of company registration with FP & M-SETA or any other relevant SETA.
SETA registration for the Assessor	Bidders will be expected to provide with their bid documents proof of registration with FP & M-SETA or any other relevant SETA for the appointed Assessor.

b) Phase 2 – Functionality Requirements

The following is the weighting awarded for each element and the threshold scores for each.

No	Evaluation Criteria	Guidelines	Maximum Points
(I)	Methodology	The Bidder will be expected to demonstrate understanding and competency for the project scope and deliverables by attaching a detailed proposed training methodology that will be followed in rendering the training.	20
(II)	Experience of Company in execution & management of projects of a similar nature and references provided from previous clients	The Bidding company must have previously successfully completed two to five or more projects in providing training on herbicide applicator or any relevant training course. The Bidder must provide/submit two to five or more reference letters or purchase orders or award letters. In case of a reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar training. The letter must include company name, contactable references and contact details.	20
(III)	Experience of Key Experts	The bidder will be expected to have competent key experts to successful deliver on the project. The key experts required will consist of one training coordinator, three training facilitators and one assessor. The key experts must have the following experience; <ul style="list-style-type: none"> ✓ The Training Coordinator must have 3 to 5 or more years of experience in the field of skills development or training in 	90

		<p>general. Bidders must attach/submit a short CV of the Training Coordinator and the CV must be submitted in the format provided in Annexure B or any other format of their choice will be accepted.</p> <ul style="list-style-type: none"> ✓ The facilitators must have 3 to 5 or more years of experience in facilitation of either the required unit standard or any Herbicide Applicator course in general. A curriculum vitae (CV), indicating experience, qualifications and professional registrations, must be submitted with the bid documents. The CVs must be submitted in the format provided in Annexure B or any other format of the service provider's choice will be accepted. ✓ The Assessor must have 3 to 5 or more years of experience working as an Assessor on similar training or any other relevant training. Bidders must submit proof of registration of the Assessor together with a curriculum vitae (CV), indicating experience, qualifications and professional registrations. The CV of the Assessor must be submitted in the format provided in Annexure B or any other format of their choice will be accepted. 	
	Overall Score Total		130

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 3 of the evaluation of the bid (Price).

c) Phase 3 – Price and Preference point

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.

d) 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 below and may be supported by proof/ documentation stated in the same table.

Specific goals for the tender and points to be claimed are indicated in the table below:

Specific goals	Direct Preference Points (90/10)	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
Preference Goal 2- RDP			
Geographical Location (KZN Based)		20	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the

			ward councillor/ lease agreement/Account statement and CIPC certificate
Total Points for development Objectives		20	

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.

e) Phase 4: Negotiation or Final Award

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.

APPENDICE A: GEOGRAPHICAL AREAS AND NUMBER OF LEARNERS

Geographical areas where training services will be supplied

No	District Municipality	Local Municipality	Project Name	No of Participants
1	Mgungundlovu	Mkhambathini	Mkhambathini IAS Project	30
2	Mgungundlovu	Richmond	Richmond IAS Project	30
3	Mgungundlovu	Msunduzi	Msunduzi IAS Project & Gundlintaba	30
4	uMgungundlovu	Mngeni LM	VAI IAS Project	30
5	uThukela	Alfred Duma	Van Reenen Project	30
6	Mzinyathi	Mvoti LM	uMvoti IAS Project	30
7	ILembe	Maphumulo LM	Kwa-Maphumulo IAS Project	30
8	Mgungundlovu	Mshwathi	Mshwathi IAS Project	30
9	ILembe	Mandeni LM	Mandeni IAS Project	30
10	ILembe	Ndwendwe LM	Ndwendwe IAS Project	30
11	Ugu	uMzumbi LM LM	uMzumbi Trail IAS Project	30
12	Harry Gwala	Dr Nkosazana Dlamini Zuma Local	NDZ IAS Project	30
13	Harry Gwala	uBuhlebezwe LM	uBuhlebezwe IAS Project	30
14	Harry Gwala	Greater Kokstad	Greater Kokstad IAS Project	30
15	Ugu	uMuziwabantu	uMuziwabantu IAS Project	30
16	Ugu	uMdoni LM	uMdoni IAS Project	30
17	Ugu	Ray Nkonyeni LM	Ray Nkonyeni IAS Project	30
18	King Cetshwayo	uMfolozi	OSCA IAS Project	30
19	King Cetshwayo	Mthonjaneni	Mthonjaneni IAS Project	30
20	King Cetshwayo	City of Mhlathuze	Mhlathuze IAS Project	30
21	Mkhanyakude	uMtubatuba	Mtubatuba IAS Project	30
22	Mkhanyakude	Umlahlaba-alingana	Umlahlaba-alingana Project	30
23	Mkhanyakude	Jozini	Ingwavuma IAS Project	30
24	Mkhanyakude	Jozini	Thobothini IAS Project	30
25	Mkhanyakude	Big 5 Hlabisa	Big 5 Hlabisa IAS Project	30
26	Mkhanyakude	Big 5 Hlabisa	Mdletsheni IAS Project	30
27	King Cetshwayo	uMfolozi	uMfolozi IAS Project	30
28	King Cetshwayo	Nkandla LM	Nkandla IAS Project	30
29	Mkhanyakude	uMtubatuba	Mtubatuba & Mvutshini IAS Project	30
30	King Cetshwayo	Mlalazi LM	uMlalazi IAS Project	30
31	Zululand	Abaqulusi LM	KwaMnyathi IAS Project	30
32	Amajuba	eMadlangeni LM	Mgundeni IAS Project	30
TOTAL				960

ANNEXURE B: EVALUATION GRID

The minimum pass mark for this project is 60%

To be completed for tender by each evaluator

CRITERION	WEIGHT	MAXIMUM	INITIAL ASSESSMENT
Methodology and company experience		(40)	
Methodology: The Bidder will be expected to demonstrate understanding and competency for the project scope and deliverables by providing a detailed proposed training methodology that will be followed in rendering the training.		(20)	
Methodology with clear demonstration on how the training will be implemented in order to meet objectives of the project	Good	20	
Methodology with some indication on how the training will be implemented in order to meet objectives of the project	Fair	10	
Methodology does not show how the training will be implemented in order to meet objectives of the project	Poor	0	
Experience of Company in execution & management of projects of a similar nature and references provided from previous clients: The Bidding company must have previously successfully completed two to five or more projects in providing training on herbicide applicator or any relevant training course. The Bidder must provide/submit two to five or more reference letters or purchase orders or award letters. In case of a reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar training. The letter must include company name, contactable references and contact details.		(20)	
5 or more reference letters or purchase orders or award letters	Excellent	20	
4 reference letters or purchase orders or award letters	Very Good	15	
3 reference letters or purchase orders or award letters	Good	10	
2 reference letters or purchase orders or award letters	Fair	5	
Less than 2 reference letters or purchase orders or award letters	Poor	0	
Experience of Key Experts		(90)	
Experience of the Training Coordinator: The Training Coordinator must have 3 to 5 or more years of experience in the field of skills development or training in general. Bidders must attach/submit a short CV of the Training Coordinator and the CV must be submitted in the format provided in Annexure B or any other format of their choice will be accepted.		(15)	
5+ years' experience	Good	15	
3 – 4 year's' experience	Fair	10	
Less than 3 year' experience	Poor	0	
Experience of the 1st Training Facilitator: The facilitators must have 3 to 5 or more years of experience in facilitation of either the required unit standard or any Herbicide Applicator course in general. A curriculum vitae (CV), indicating experience, qualifications and professional registrations, must be submitted with the bid documents. The CVs must be submitted in the format provided in Annexure B or any other format of the service provider's choice will be accepted.		(20)	
5+ years of experience	Good	20	
3 - 4 years of experience	Fair	10	
Less than 3 year of experience	Poor	0	

Experience of the 2nd Training Facilitator: The facilitators must have 3 to 5 or more years of experience in facilitation of either the required unit standard or any Herbicide Applicator course in general. A curriculum vitae (CV), indicating experience, qualifications and professional registrations, must be submitted with the bid documents. The CVs must be submitted in the format provided in Annexure B or any other format of the service provider's choice will be accepted.		(20)	
5+ years of experience	Good	20	
3 - 4 years of experience	Fair	10	
Less than 3 year of experience	Poor	0	
Experience of the 3rd Training Facilitator: The facilitators must have 3 to 5 or more years of experience in facilitation of either the required unit standard or any Herbicide Applicator course in general. A curriculum vitae (CV), indicating experience, qualifications and professional registrations, must be submitted with the bid documents. The CVs must be submitted in the format provided in Annexure B or any other format of the service provider's choice will be accepted.		(20)	
5+ years of experience	Good	20	
3 - 4 years of experience	Fair	10	
Less than 3 year of experience	Poor	0	
Experience of the Assessor: The Assessor must have 3 to 5 or more years of experience working as an Assessor on similar training or any other relevant training. Bidders must submit proof of registration of the Assessor together with a curriculum vitae (CV), indicating experience, qualifications and professional registrations. The CV of the Assessor must be submitted in the format provided in Annexure B or any other format of their choice will be accepted.		(15)	
5+ years' experience	Good	15	
3 - 4 years' experience	Fair	10	
Less than 3 year' experience	Poor	0	
Total Evaluation Score		130	
Minimum passing score		78	

Minimum passing score 60%

Strengths	
Weaknesses	

Evaluation Performed by

Name	
Signature	
Date	

ANNEXURE B: CV FORMAT

CURRICULUM VITAE max 3 pages

Proposed role in the project:

1. Family Surname:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution [Date from - Date to]	Qualification obtained:

7. Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 basic)

Language	Read	Speak	Write

8. Membership of professional bodies: -

9. Other skills: (e.g. Computer literacy, etc.)

10. Present position:

11. Years within the firm:

12. Key qualifications: (Relevant to the project)

13. Professional Experience

Date from -Date to	Location	Company	Position	Description of projects/responsibilities etc.

14. Other relevant information (e.g., Publications)

ANNEXURE C: STATEMENT OF EXCLUSIVITY AND AVAILABILITY**Statement of exclusivity and availability Tender ref:** _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer _____ in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

From	To

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	