



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FREE STATE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENTAL AFFAIRS

TENDER NO.: DARDEA/RFB 04/2026/2027

**APPOINTMENT OF A PANEL OF THREE (3) SERVICE
PROVIDERS FOR THE SUPPLY AND DELIVERY OF
AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED
EQUIPMENT TO BENEFICIARIES IN THE FREE STATE
PROVINCE FOR A PERIOD OF 36 MONTHS**

TENDER DOCUMENT

ADVERTISEMENT DATE 9 October 2026 TENDER CLOSING DATE 30 October 2026	NO BRIEFING SESSION
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Issued by:	Prepared by:
Department of Agriculture, Rural Development and Environmental Affairs Glen Agricultural College Chemistry Building 1st Floor Gielie Joubert Street Bloemfontein 9301	Department of Agriculture, Rural Development and Environmental Affairs



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- ❖ Bid Submission Checklist

SECTION 1

Returnable documents

- ❖ Invitation to Bid (SBD 1)
- ❖ Pricing Schedule –Firm Prices (SBD3.1)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form In Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)
- ❖ Proof of the following documentation will be required:
 - Mandatory requirements** (failure to comply with these requirements shall disqualify the bid)
 - Pricing schedule (Bidders are required to complete the pricing schedule in full and quote on all items indicated).
- ❖ Other returnable documents

SECTION 2

- ❖ Special Conditions of Contract (SCC)

SECTION 3

- ❖ General Conditions of Contract (GCC)

ANNEXURES (including scope, pricing schedule and returnables particular to package)

- A Pricing schedule



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Supply Chain Management Enquiries:

Mr S. Thulo
Director: Supply Chain Management
Cell: 082 040 4027
Email: scmdard2@gmail.com

Technical Enquiries:

Mr. G. Madiba
Act. Chief Director: Farmer Support Services
Cell: 064 516 5922
Email: madibageorge72@gmail.com

INVITATION TO BID

1. Bids are hereby invited for the mentioned goods/services.
2. Bids must be in sealed envelopes subscribed "Bid No. **DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS**
3. Bids must be addressed to the under mentioned address:

**Free State Department of Agriculture, Rural Development and Environmental Affairs
Supply Chain Management
Private Bag X 02
Bloemfontein
9300**

4. All bids must be placed in the bid box not later than **11h00 on 30 October 2026** at the street address mentioned below:

**Free State Department of Agriculture, Rural Development and Environmental Affairs
Administration Building
Ground floor
SCM Component
Gielie Joubert Street
GLEN**



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

CONTENTS

Note to tenderer: The following is applicable to both Procurement Packages. Procurement package specific returnable documents are attached to each Procurement package in the Annexures.

NO	REQUIREMENT
1	SECTION 1
1.1	Returnable Documents
2	SECTION 2
2.1	Special Conditions of Contract (SCC)
3	SECTION 3
3.1	General Conditions of Contract (GCC)
Annexures	Procurement Package Specific information and pricing schedules A. Pricing Schedule



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SECTION 1



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Free State Department of Agriculture, Rural Development and Environmental Affairs

LIST OF RETURNABLE DOCUMENTS

Bidders are required to complete the checklist and to submit with their bids. Please note that all the information listed below must be completed in full, where applicable, and be included in the bid. Failure to complete and attach may result in the bid being non-responsive.

FORM NO	FORM NAME	COMPLETED?
	Company Authority Documents & Resolutions	
A1	Proof of authority to sign (resolution / power of attorney)	
A2	Schedule of Addenda to Tender Documents	
A3	Tenderer's Registered Financial Service Provider Letter, Bank Details and /or Credit letter	
A4	Joint venture agreement	
	Standard Bidding Documents (SBD)	
SBD 1	Invitation to bid	
SBD 3.2	Pricing Schedule – Non-Firm Prices	
SBD 4	Bidder's disclosure	
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022.	
	Returnable Documents for Compliance Assessment	
B1	Registration on National Treasury Central Supplier Database	
B2	Tax Compliance Status Pin	
	Returnable documents for Functionality Assessment	
F1	List of Contractual agreements / appointment letters / reference letters	
F2	Supply agreement(s) or letters.	
F3	Municipal rates or lease agreement	
	Returnable Documents pertaining to the Contract	
SBD 7.1	Contract form - Purchase of goods/works	
Annexure A	Pricing Schedule*	

* COMPULSORY



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM A1 PROOF OF AUTHORITY TO SIGN (RESOLUTION / POWER OF ATTORNEY)

The Department reserves the right to request proof of authority where necessary.

Notes to Bidder / Service provider:

1. The person signing the bid must attach, on the Service Provider's letterhead, a duly signed and dated resolution of the Board of Directors / Members / Partners, confirming their authority to sign all documents relating to this RFB.
2. In the case of a Joint Venture or Consortium, a resolution on the letterheads of each participating entity must be submitted, confirming:
 - Authority for signatory
 - Name of the designated lead partner
 - Undertaking to enter into a formal joint venture/consortium agreement if awarded
3. The template below serves as an example only and may not be submitted as a standalone authority.
4. The authority letter must reference this project by name and number as per the template below.

Example Resolution

By resolution of the Board of Directors/Members/Partners passed at a meeting held on.....

It is hereby resolved that Mr/Ms....., whose signature appears below, is duly authorised to sign all documents in connection with: **DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS** and any contract which may arise therefrom on behalf of:

(Full registered name of Bidder / Service Provider)

.....

SIGNED ON BEHALF OF THE COMPANY / ENTITY:.....

.....

NAME: _____

CAPACITY: _____

DATE: _____

SIGNATURE: _____

Witnesses

1. Signature: _____ Name (print): _____

2. Signature: _____ Name (print): _____

(Company stamp compulsory if resolution is not on company's letterhead or if using this Form A1)



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM A2: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

Any addenda to the tender will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalizing their bid submissions for any changes to the tender. The Department will not be held liable if bidders do not receive the latest information regarding this tender with the possible consequences of either being disadvantaged or disqualified as a result thereof.

Note to tenderer:

If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.

Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM A3: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER, BANK DETAILS AND/OR CREDIT LETTER

Notes to tenderer:

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming its account. Tenderers that fail to comply may be declared nonresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of account holder:
- ii) Account number:
- iii) Bank name:
- iv) Branch number:
- v) Bank and branch contact details

4. CREDIT LETTER OR BANK RATING LETTER

A Credit letter or Bank rating letter from an institution registered as credit provider registered with the National Credit Regulator (NCR registration number clearly visible on the document) which confirms the availability of funds or credit rating to facilitate the project must be attached to this schedule

ATTACH RELEVANT DOCUMENTATION AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM A4: JOINT VENTURE AGREEMENT (if applicable)

Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.

IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARDEA/RFB 04/2026/2027	CLOSING DATE:	30 October 2026	CLOSING TIME:	11:00
DESCRIPTION	SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO SUPPORTED BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Location of tender box: Admin Building: Ground Floor SCM Unit Gielie Joubert Str Glen, 9360			Administration Building, Gielie Joubert Street, Glen (Mangaung Metro)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr S. Thulo		CONTACT PERSON	Mr. G. Madiba	
TELEPHONE NUMBER	082 040 4027		TELEPHONE NUMBER	064 516 5922	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	scmdard2@gmail.com		E-MAIL ADDRESS	madibageorge72@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 1

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:



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number	DARDEA/RFB 04/2026/2027
Closing Time 11:00.....	Closing date	30 October 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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See Annexure for pricing schedule.

- Required by: FSDARDEA
- At: Various delivery points in Districts
.....
- 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

** "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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

Price adjustments for years 2 and 3 of the contract shall be calculated using the escalation formula provided above. The applicable indices shall be published official indices from Statistics South Africa (Stats SA) or other designated authorities wherein the unit cost per item may be adjusted annually on the first and second anniversary dates of the contract, subject to the approved annual escalation provisions of this Contract. Such adjustments shall not exceed the official Consumer Price Index (CPI) published by Statistics South Africa for the corresponding adjustment period.

General Notes:

- Price adjustment applications must include relevant official index data for the applicable 12-month period.
- Adjustments shall reflect the average annual change preceding each contract anniversary.
- The Department reserves the right to verify all proposed adjustments and reject any escalation not aligned with these criteria.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				=		
				=		
				=		
				=		
				=		
				=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 4

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**

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.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 6.1

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

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

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

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 (delete whichever is not applicable for this tender).

- a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) ~~Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

- 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	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

- 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 bid 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:

80/20

or

~~90/10~~

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

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

~~3.2.1. POINTS AWARDED FOR PRICE~~

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

~~80/20~~

~~or~~

~~90/10~~

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

~~Where~~

~~P_s = Points scored for price of tender under consideration~~

~~P_t = Price of tender under consideration~~

~~P_{max} = Price of highest acceptable tender~~

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

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

The specific goals allocated points in terms of this tender	Achievement level	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)	Documentary proof to be attached.
Person/s historically disadvantaged on the basis of race. BLACK	100% black ownership	10		- Sworn affidavit or - ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership
	75% - 99% black ownership	8		
	60% - 74% black ownership	6		
	51% - 59% black ownership	3		
	0 - 50% black ownership	0		
Person/s historically disadvantaged on the basis of gender. WOMEN	100% women ownership	5		- Sworn affidavit or - ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership
	75% - 99% women ownership	3		
	60% - 74% women ownership	2		
	51% - 59% women ownership	1		
	0 - 50% women ownership	0		
Person/s historically disadvantaged on the basis of disability. DISABILITY	100% owned by persons living with disabilities	5		- Sworn affidavit or - ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership - Medical Certificate confirming disability status
	75% - 99% owned by persons living with disabilities	3		
	60% - 74% owned by persons living with disabilities	2		
	51% - 59% owned by persons living with disabilities	1		
	0 - 50% owned by persons living with disabilities	0		
TOTAL		20		



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. 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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

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:

.....

.....

.....



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM B1: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Attach copy of Central Supplier Database (CSD) MAAA number.

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM B2: TAX CLEARANCE CERTIFICATE

Note: Attach certified copy of valid TAX compliance status certificate or pin number to this page.

Tax pin number:

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM F1: LIST OF CONTRACTUAL AGREEMENTS / APPOINTMENT LETTERS

Note to bidder:

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

Lists of Completed Contracts over the last five (5) years to be submitted in Table below.

Bidders must familiarise themselves with the evaluation criteria and submit a list of completed contracts to support the allocation of points.

The list of completed contracts must be supported with certified or original copy(ies) of appointment letter(s) or purchase order(s) which must be attached directly after this page together with corresponding reference letters issued by the procuring institution.

The purchase order or appointment letter must bear the following:

- *the letter head of the institution;*
- *appointment date;*
- *description of the project;*
- *value of the contract; and*
- *contact details and signature of the procuring officer.*

The corresponding reference letter must bear the following:

- *the letter head of the institution;*
- *description of the project;*
- *value of the contract; and*
- *contact details and signature of the procuring officer.*

A listed contract which is not substantiated with evidence as above or where the contract value is not indicated will not be considered in the evaluation of functionality.

The combined value of projects undertaken or completed within the past five (5) years will be used for the allocation of functionality points.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

List of Previous and Completed contracts

NAME OF COMPANY: _____

	Client Name (Name, Work / Cell Number, Address)	Nature of Contract	Contract Value (R'000)	Period of Contract	Year of completion
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Attach additional pages if more space is required.

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM F2: SUPPLY AGREEMENT(S) WITH REPUTABLE AGRICULTURAL INPUT AND/OR GARDEN TOOLS AND RELATED EQUIPMENT SUPPLIERS / RETAILERS OR LETTER FROM PROSPECTIVE SUPPLIER WHO IS AN AGRICULTURAL INPUT AND/OR GARDEN TOOLS AND RELATED EQUIPMENT SUPPLIER / RETAILER

Notes:

- 1) Attach, to this page,
 - a. Intention to supply agreements with agricultural inputs, garden tools and related equipment suppliers / retailers for the supply per category(ies) of goods as listed in the scope, in order to claim points under functionality and/or;
 - b. a letter from the prospective supplier to confirm the categories being supplied as an .agricultural inputs, garden tools and related equipment supplier/retailer.
- 2) The agreement and/or letter must indicate the different categories (named according to the categories as listed in the table below and the delivery timeframe per category if different for different categories, if not then indicate all categories and the delivery timeframe. Delivery timeframes should be quoted on all categories of agricultural inputs, garden tools and related equipment to be supplied within the package(s) tendered for. A category should only be listed if all items within that category (See Table below) form part of the agreement and/or letter.
- 3) It is important to note that suppliers will be held accountable for the delivery timeframes quoted, if appointed.
- 4) It is important to note that if delivery timeframes are not provided functionality points for that functionality criteria will not be allocated.
- 5) It is further important to note that if a certain category or categories is not listed as part of evidence for claiming of functionality points, it does not exempt the supplier from delivering those categories, if appointed.
- 6) Agreement letters should be on the letterhead of the company and signed or stamped by the company supplying the letter with a contactable reference from the company included in the letter.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Category	Items
Seeds	Vegetable seed pack
Garden tools	Wheelbarrow
	Spade
	Garden Fork
	Garden Rake
	Garden Hosepipe with fittings
	Watering Can
	Knap sack spray 5 liter
Water tanks	2 400 liter water tank
Shade net	Shade net green 80%

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

FORM F3: MUNICIPAL RATES OR LEASE AGREEMENT

Notes to tenderer:

- a) Attach Municipal rates, not older than three (3) months made out in the name of the bidding company or;
- b) Valid lease agreement with the landlord's municipal rates not older than three (3) months

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SECTION 2



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SPECIAL CONDITIONS OF CONTRACT

**APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR
THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS,
GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES
IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS**



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

1 INTRODUCTION

Food insecurity and inadequate access to nutritious food remain significant challenges for vulnerable households and communities in South Africa. These challenges are influenced by factors including poverty, limited household income, limited access to agricultural production resources, urbanisation, climate variability and the increasing pressure on household food production systems.

The Free State Province is similarly confronted with challenges relating to household food security, particularly among vulnerable households and subsistence producers in urban, peri-urban and rural areas. These challenges necessitate interventions that support households and communities to increase their capacity to produce food for household consumption and improve their access to basic agricultural production inputs.

The Department, through its food security programme, is therefore implementing interventions aimed at supporting vulnerable households, subsistence producers and community-based production initiatives. These interventions include:

- Agricultural Inputs and Support: Provision of seeds, fertiliser and other agricultural inputs to support household and subsistence food production;
- Food Garden Initiatives: Support for household, community and institutional food gardens to increase local food production;
- Support to Vulnerable and Subsistence Producers: Provision of appropriate production inputs, gardening tools and related equipment to enable beneficiaries to establish, maintain or improve vegetable production; and
- Climate-resilient Food Production: Promoting production practices and inputs that can assist vulnerable producers to sustain food production under variable climatic conditions.

Giving effect to these interventions requires the procurement and distribution of packages comprising agricultural inputs, gardening tools and related equipment to identified beneficiaries and public institutions across the Free State Province.

The purpose of this procurement is therefore to appoint service provider(s) for the supply and delivery of specified agricultural inputs, gardening tools and related equipment for distribution to identified beneficiaries in the Free State Province.

2 BACKGROUND

Food insecurity and malnutrition remain significant challenges affecting vulnerable households in South Africa.

During 2020–2022, the Department of Agriculture, Land Reform and Rural Development (DALRRD), together with the Provincial Departments of Agriculture (PDA's), commissioned the National Food and Nutrition Security Survey (NFNSS). The survey assessed food and nutrition security at national, provincial and district levels.

The NFNSS identified a significant proportion of households as experiencing moderate and severe food insecurity and recommended, among other interventions, that the promotion of domestic food production be strengthened to assist households to withstand the effects of hunger and economic pressures (NFNSS, 2023).



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

At provincial level, the NFNSS identified Lejweleputswa, Thabo Mofutsanyana and Fezile Dabi among the districts requiring particular attention in the Free State Province.

The Department therefore intends to provide targeted production support to vulnerable households, subsistence producers and identified public institutions through the provision of agricultural inputs, gardening tools and related equipment to strengthen household and community-level food production.

3 TARGET BENEFICIARIES

The programme will target vulnerable households and subsistence producers in the urban, peri-urban and rural areas of the Free State Province.

For purposes of this programme, subsistence producers are producers or entities that produce food primarily for household consumption and to meet immediate household needs, with limited or no surplus production for sale in the market. Such producers generally have limited access to resources and agricultural production inputs, including land, water, seeds and capital.

Support to subsistence producers and vulnerable beneficiaries may be directed to the following categories:

- (i) Individual subsistence producers who utilise backyard gardens, household gardens, balconies or other small-scale production spaces;
- (ii) Grouped subsistence producers, including groups of women and youth, who utilise available spaces such as school yards, clinic grounds, community halls or other communal facilities;
- (iii) Vulnerable households and groups, including women-headed and child-headed households, farm dwellers, farm workers and persons with disabilities; and
- (iv) Other beneficiary groups identified and prioritised by the Department, including youth and military veterans.

Priority will, where applicable, be given to women, youth, child-headed households, persons with disabilities and military veterans.

Support will be provided in the form of packages comprising vegetable seeds, gardening tools and related equipment for vegetable production.

4 CONTRACT DELIVERY YEAR 1

4.1 BENEFICIARY CATEGORIES AND SUPPORT (Year 1)

The beneficiary categories and corresponding types of support identified for Year 1 represent the Department's initial implementation priorities and shall not be regarded as exclusive to Year 1. The same beneficiary categories and/or types of support may be included in the second and third years of the Contract where the Department determines that such continued support is required.

Accordingly, a beneficiary category or type of support identified for Year 1 shall not, by virtue of having been supported during Year 1, be excluded from receiving the same or



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

similar support in any subsequent year of the Contract. Implementation in each year shall remain subject to the Department's priorities, identified needs, available budget and the applicable contractual requirements.

Support will be provided to the following beneficiary categories during year one (1) of the contract.

Table 1: Beneficiary Categories and Type of Support

Beneficiary Category	Type of support
Category 1: Households	2400 L tank
	Wheelbarrow
	Spade
	Garden Fork
	Garden Rake
	Garden Hosepipe with fittings
	5 L Watering Can
	5 L Knapsack sprayer
	Shade net (Skadunet)
	Seed pack
Category 2: Public Institutions (The institutional support package comprises the same items and specifications as Category 1: Households.)	2400 L tank
	Wheelbarrow
	Spade
	Garden Fork
	Garden Rake
	Garden Hosepipe with fittings
	5 L Watering Can
	5 L Knapsack sprayer
	Shade net (Skadunet)
	Seed pack

4.2 PROCUREMENT PACKAGES AND DELIVERY AREAS (Year 1)

- This tender document makes provision for different procurement packages in year 1 of the contract.
- The scope of deliverables is indicated in **Error! Reference source not found.** in terms of the items to be delivered.
- If a tenderer is appointed, it will be expected of the supplier to be able to deliver on the complete scope required from particular procurement packages.

The package quantities and delivery points for the Household and Institutional Support Packages are set out in Table 2, with the Provincial Outreach Packages, comprising 300 garden tool packages and 800 vegetable seed packs, to be delivered at the Departmental head Office at Glen.

The Department therefore require delivery to multiple delivery points within the districts specified under District Packages, with a single delivery point for the Provincial Outreach



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Packages.

Table 2: Number of packages per delivery point (Household and Institutions): Year 1

Thabo Mofutsanyana		Xhariep		Fezile Dabi		Mangaung		Lejweleputswa	
Town	Units	Town	Units	Town	Units	Town	Units	Town	Units
Phuthaditjhaba	5	Edenburg	1	Kroonstad	1	Bloemfontein	8	Bothaville	25
Senekal	1	Koffiefontein	1	Orangeville	2	Thaba Nchu	12	Welkom	1
Paul Roux	1	Oppermansgronde	3	Edenville	6	Van Stadensrus	1	Odendaalsrus	1
Ficksburg	1	Phillipolis	2	Viljoenskroon	1	Botshabelo	20	Brandfort	1
Tweespruit	1	Jagersfontein	2	Villiers	1			Theunissen	2
Lindley	2	Reddersburg	1	Vredefort	4				
Vrede	2			Steynsrus	14				
Ladybrand	1			Sasolburg	3				
Harrismith	14			Parys	6				
Bethlehem	2			Deneyville	6				
District Total	30	District Total	10	District Total	44	District Total	41	District Total	30
Grand Total	155								

5 CONDITIONS APPLICABLE TO CONTRACT DELIVERY FOR THE COMPLETE CONTRACT PERIOD (36 MONTHS)

5.1 TECHNICAL SPECIFICATIONS

All gardening tools and equipment shall comply with applicable South African National Standards (SANS), where such standards exist, and shall be of good commercial/industrial quality, suitable for the intended application. Where applicable, products shall bear the SABS mark or be supported by appropriate conformity/compliance documentation.

The technical specifications of items to be delivered are provided in Table 4.

Table 3: Technical Specifications of items to be delivered

Item	Technical Specification
Water storage tank	2400 L capacity with a diameter of 1420 mm, height 1700 mm and a 480 mm clip-on lid, made from food-grade LLDPE (linear low-density polyethylene) and a 10 year warranty on material and workmanship.
Wheelbarrow	No. 12 High bulk medium weight with heavy duty rubber tire running on an AE 25 mm sintered wheel bearing. Pan capacity 100 liter, manufactured from 1.6 mm steel with the rim reinforced with 5.5 mm steel (Similar to lasher)
Spade	No. 2 All steel with cast steel grip. Blade width 205 mm (Similar to lasher)
Garden Fork	4 Prong digging with all steel shaft and anticorrosive black, clear varnished shaft (Similar to lasher)
Garden Rake	14 tooth heavy duty all steel rake. 1300 mm length (Similar to lasher)



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Garden Hosepipe with fittings	Hosepipe (12 mm x 30 m) with multi diameter (12 – 19 mm) tap fitting, one 12 mm hose connect fitting, one 12 mm hose connect fitting with stop and one adjustable spray nozzle. Lightweight 3-ply construction with cross-woven reinforcement.
Watering Can	Durable plastic watering can with 5-liter capacity and rose spout for gentle watering.
Knap sack spray	5L – Pressure sprayer
Shade net	3000mm x 7m 80% shade cloth green
Seed pack:	Containing 5 x packs vegetables seed (spinach, carrots, beans, onion, cabbage) 1 x Measuring string 2 x Pack of fertilizer 1 x Growth guide 1 x Ruler

5.2 SPECIAL CONDITIONS PER CATEGORY

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail. Special conditions per category must be read with the specifications as indicated in the pricing schedule.

5.2.1 LEGISLATIVE FRAMEWORK AND COMPLIANCE

Suppliers are required to adhere to relevant legislative and regulatory requirements and non-compliance with these conditions may result in products offered not being accepted by the FSDARDEA and returned at the cost of the supplier.

5.2.1.1 SEEDS

- Vegetable seed cultivars, which are offered, must comply with the provisions of the Plant Improvement Act, 1976 (Act No 53 of 1976) (As amended), the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976) and the Seeds Act, 1961 (Act No. 28 of 1961) and all further regulations issued in terms of the said Acts.
- All packing and labelling must comply with the requirements of the Acts (As listed under (a)).
- Expiry dates of all Vegetable seed cultivars, where applicable, must be a minimum of 18 months from the date of delivery. Where this is not possible, specific written permission to purchase the specific product with a shorter expiry date must be obtained from the relevant end-user in the FSDARDEA.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

5.2.2 SPECIAL CONDITIONS RELEVANT TO ALL CATEGORIES OF ITEMS DELIVERED

- a) All items supplied under this contract shall be subject to inspection and approval by officials of the FSDARDEA, where and when available, at the point of dispatch or delivery.
- b) The successful bidder(s) must be authorized, in accordance with relevant legislation governing such category of agricultural inputs delivered.
- c) The FSDARDEA reserves the right to award or not to award this contract.
- d) The FSDARDEA reserves the right to terminate the contract should the performance of the service provider be unsatisfactory.

5.2.3 PACKING AND DISPATCHING OF THE PRODUCTS

- a) All products must be packed in such a manner that there is no damage to the items whilst in transit and at the point of delivery.
- b) All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers, which will be acceptable for further dispatch.
- c) Should agricultural input products or equipment be damaged by the contractor/bidder while loading, unloading and transporting it to an extent that an official of the FSDARDEA deems unacceptable, such items have to be replaced at the expense of the supplier and be replaced with new items at the soonest convenience at the cost of the supplier.

6 BIDDING AND APPOINTMENT

- a) The Department reserves the right to appoint more or less than three service providers subject to the outcome of the evaluation process, applicable procurement requirements and the Department's operational requirements.
- b) The Department will determine the final number and allocation of appointments in accordance with the applicable procurement requirements and the terms of the tender.

7 DELIVERY ADHERENCE

- a) All deliveries should be arranged with the FSDARDEA nominated official in advance.
- b) All deliveries or dispatches of goods must be accompanied by a delivery note stating the official order number against which the delivery has been effected together with a confirmation of delivery document as supplied by the Department.
- c) The instructions regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- d) All invoices must be delivered to the relevant departmental coordinator as soon as possible to enable payment to be done within 30 days by FSDARDEA. Bidders are requested to take note of section 16.3 of the General Conditions of Contract regarding payments made within 30 days on deliveries.
- e) All invoices should include the amount awarded to the service provider.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

- f) Deliveries not complying with the specification will not be accepted and the service provider will return such items at his/her own expense.
- g) Bidders are requested to take note of section 22.1 of the General Conditions of Contract regarding late delivery penalties.
- h) Also refer to the different Procurement packages for Procurement package specific delivery adherences.
- i) Deliveries should be done where as directed by the FSDARDEA.
- j) Delivery of the complete list of agricultural inputs, garden tools and related equipment ordered is to be delivered strictly within a specified timeframes given upon issuance of the purchase order.
- k) Failure to deliver within the specified timeframe without valid or justifiable reasons the department reserves the right to cancel the order and allocate to other bidders within the contract.
- l) Deliveries should be done from Monday to Friday between 8 am and 4 pm or else as arranged with the relevant Departmental Coordinator.

8 SERVICE LEVEL AGREEMENT

Prior to the commencement of the contract, the service provider(s) shall enter into a service level agreement with the Department.

9 CONTRACT MANAGEMENT

- a) It is anticipated that FSDARDEA will meet with service providers after appointment to discuss and agree upon the finer details of delivery of the contract.
- b) Contract management will be done per district, where applicable.

10 DECLARATION

10.1 Where a Shareholder/ Member/ Individual/ Director has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.

10.2 Shareholder/Member/Individual/Director will not be allowed to represent/bid for more than one (1) business, where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, he/she must disclose. Failure to do so will result in FSDARDEA considering one offer. The Shareholder/Member/Individual/Director must then indicate which business is represented in this bid.

10.3 Failure to comply with the above will disqualify your bid.

11 FEE STRUCTURE / PRICING SCHEDULE

11.1 All prices must be furnished in RSA currency, including VAT.

11.2 Where any item or part thereof is imported, the rate of exchange issued by the



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Reserve Bank for the specific currency at 12:00 on the date of advertisement of the bid must be used to convert the imported portion of the price to RSA currency.

11.3 In order to evaluate all bids on the same basis, bidders are to complete the fee structure/pricing schedule in the Annexure attached to this bid document.

11.4 Price adjustment will be considered on anniversary of the contract for year 2 and year 3 based on CPI.

11.5 The Department will determine the applicable delivery distance for each delivery based on the delivery requirements. The Service Provider will indicate the type and capacity of an appropriately sized vehicle proposed to be used for the specific delivery and approved by the Department. The Department will determine the applicable tariff based on the vehicle type and capacity, the determined delivery distance and the applicable tariff schedule. The resulting delivery cost will be calculated by the Department and embedded in the relevant order issued to the Service Provider.

12 PERIOD OF CONTRACT

12.1 The contract will run from the contract signing date until 36 months.

13 BRIEFING SESSION

No briefing session will be held.

14 SUBMISSION OF BID DOCUMENT/S

Completed bid documents should be properly secured and clearly marked **DARDEA/RFB 04/2026/2027** and deposited in the bid box at the address stated in the invitation on or before 11:00 on Friday, **30 October 2026** which is accessible Monday to Friday at Admin Building on the Ground Floor, Glen. Bidders are to ensure that all mandatory documents as well as all pages of the tender document are attached.

15 OPENING OF THE BID BOX

15.1 Bid documents will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. Bids delivered after the above-mentioned stipulated time and date will not be considered.

16 COMPILATION OF DOCUMENTS

All documents should be completed with black ink on the date and time of submission.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents
Section 2: Special Conditions of Contract
Section 3: General Conditions of Contract
Annexures

A Pricing Schedule



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

17 EVALUATION PROCESS

17.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III
Administrative compliance	Functionality requirements	Price and Specific goals
Compliance With Mandatory Bid Requirements Mandatory 1. Fully completed and signed standard bidding documents (SBD's). 2. Pricing schedule (Bidders are required to complete the pricing schedule and quote on all items indicated). Verification of returnable documents: 1. During this evaluation phase compliance in terms of all applicable returnable documents will also be verified.	Bids will be assessed to verify bidder's capability and ability to execute the contract, based on the functionality assessment.	Bids are evaluated in terms of the 80/20 preference system with 80 the maximum points allocated for price and 20 points the maximum points allocated for specific goals.

17.2 PHASE I: Administrative Compliance

During this phase Bidders' response will be evaluated based on the **mandatory** requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

17.2.1 Registration on Central Supplier Database

The Bidders 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 bid. Refer to Register user - Central Supplier Database Application (<https://secure.csd.gov.za/>) to register your company. Ensure that all documentation on the database is updated and valid.

A Central Supplier Database Registration Report and not Registration Summary Report for preferably within a month prior to the closing date must be submitted by bidders.

- a) Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
- b) Complete your registered CSD vendor number on the checklist.
- c) Provide CSD Registration Number and/or CSD Summary Report
- d) Valid Tax Clearance Certificate or Tax Compliance Status pin
- e) Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

17.2.2 Tax Compliance

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

In a case where the recommended service provider is non-tax compliant post evaluation and adjudication stage such bidder will be required to correct the non-tax compliant status within specified timeframes failing which the department may decide not to award such bidder whose tax compliance status have not been corrected or have reached a satisfactory arrangement with SARS.

17.2.3 Consortia/Joint Ventures/Sub-contractors

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

In bids where consortia/joint ventures / sub-contractors are involved, each party must submit a separate tax compliance certificate/pin/csd number.

17.3 PHASE II: Functionality

17.3.1 Functionality Evaluation as per the Special Conditions of Contract

Functionality will be evaluated on the basis of the responses on the Functionality schedule and supporting documentation supplied by the Bidders as per Table 4.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Table 4: Functionality schedule

CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	MEANS OF VERIFICATION	POINTS	
PERFORMANCE ABILITY	Similar project(s) undertaken or completed within the past 5 years.	Attach certified or original copy(ies) of appointment letter(s) or purchase order(s) together with corresponding reference letters.		30
	The value of project(s) undertaken or completed during the past 5 years.	The purchase order or appointment letter must bear the following:		
	R0 – R 100,000	- the letter head of the institution; - appointment date; - description of the project; - value of the contract; and - contact details and signature of the procuring officer.	0	
	R100,001 – R500,000		10	
	R500,001 – R1,000,000		20	
	R1,000,001+	The corresponding reference letter must bear the following: - the letter head of the institution; - description of the project; - value of the contract; and - contact details and signature of the procuring officer. The combined value of projects undertaken or completed within the past five (5) years will be used for the allocation of functionality points. A listed contract which is not substantiated with evidence as above or where the contract value is not indicated will not be considered in the evaluation of functionality. (Form F1)	30	
DELIVERY CAPACITY: LOGISTICS	Bidders must provide proof of capacity to deliver agricultural inputs within delivery timeframes.	Delivery agreement(s) with reputable agricultural inputs, garden tools and/or related equipment suppliers / retailers or a letter from the supplier confirming delivery timeframes quoted. Delivery agreement(s) must signed, dated and be on the letterhead of the reputable supplier(s)/retailer(s) with verifiable contact details.		15
	No agreement or letter		0	
	Agreement or letter with delivery timeframes confirmed as for more than four (4) weeks.	Note: The delivery timeframe used for the allocation of points will be the average delivery timeframe as quoted for different categories of agricultural inputs and	5	



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	Agreement or letter with delivery timeframes confirmed as between three (3) and four (4) weeks.	equipment supplied, e.g. submission of two agreements for the supply of two different categories of agricultural inputs or a letter indicating different timeframes for different categories, one with a delivery timeframe of one (1) week and the other with a delivery timeframe of three weeks (3) weeks; average is two (2) weeks with points allocated fifteen (15). <u>Suppliers will be held accountable on the delivery timeframes supplied for the allocation of points in this category of functionality. If no delivery timeframes are provided then no points will be awarded.</u>	10	
	Agreement or letter with delivery timeframes confirmed within three (3) weeks or less.	(See Form F2 under returnable documents)	15	
SUPPLY CAPACITY	Bidders must provide proof of capacity to deliver different categories of agricultural inputs.	Evidence attached under Delivery Capacity: Logistics above will also be applicable here.		
	No agreements	Intention to supply agreement(s) with reputable agricultural inputs, garden tools and related equipment suppliers / retailers to supply agricultural inputs, garden tools or related equipment per category or categories as listed in the scope and/or a letter to confirm the categories being supplied as an agricultural inputs, garden tools and/or related equipment suppliers / retailer.	0	
	One (1) category	Categories:	5	
	Two (2) or three (3) categories	• Seeds • Garden tools • Water tanks • Shade net	10	
	Four (4) categories	(See Form F2 under returnable documents)	15	15
FINANCIAL CAPACITY	Demonstrate the financial capacity to facilitate execution of the project within the time period.	Attach proof of financial capacity:		
	<u>Credit letter</u> < R 500 000 or <u>Bank rating</u> E to I	• Credit letter or • Bank rating letter which confirms the amount of funding available or credit rating and which are signed or stamped by the institution registered with the National Credit Regulator (Provide NCR number).	0	
	<u>Credit letter</u> R 500 000 – R 800 000 or <u>Bank rating</u> D	(See returnable document Form A3)	10	
	<u>Credit letter</u> R 800 001 – R 1 000 000 or <u>Bank rating</u> C		20	
	<u>Credit letter</u> > R 1 000 000 or		30	30



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	<u>Bank rating</u> A or B			
LOCALITY	The service provider has an established office situated in the Free State Province.	Municipal rates (in the letterhead of the municipality) or valid lease agreement with landlord's municipal rates (in the letterhead of the municipality) not older than 3 months. (See returnable document Form F3)		10
	No attachment		0	
	Evidence attached to confirm the service provider's established office in the Free State Province.		10	
TOTAL			100	

17.3.2 Bids will be evaluated in terms of the Preferential Procurement Regulation, 2022 and the bid evaluation criteria stipulated in this section.

17.3.3 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Functionality Schedule. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

17.3.4 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate bidders collectively by allocating the specified points indicated.

17.3.5 Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of **70** points for functionality will be evaluated and scored in terms of the pricing and specific goals as indicated in SBD 6.1.

17.3.6 Any proposal not meeting the minimum score of **70** points on the technical/functionality evaluation will be disqualified and not be evaluated beyond functionality.

17.4 PHASE III: Evaluation of Price and Specific goals

17.4.1 Pricing

The tenderer can price a procurement package or packages given in the Annexures.

The pricing schedule and returnable schedules must be completed in full for the procurement package(s) selected.

17.4.2 Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022:

The following formula will be used to calculate the points for price:

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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

- 17.4.3 A maximum of 20 points may be allocated to a Bidder for attaining the specific goals as claimed in SBD 6.1.

The specific goals for this project are given in Table 1 of SBD 6.1

- 17.4.4 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted relevant and valid supporting documentation indicating the level of ownership of the different categories of previously disadvantaged individuals will be considered for specific goal points under the particular specific goals.
- 17.4.5 Failure on the part of the Bidder to comply with paragraph 20.4.4 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) under the relevant specific goals.
- 17.4.6 The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.
- 17.4.7 The points scored for specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 17.4.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for specific goals.
- 17.4.9 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for specific goals, the contract will be awarded to the Bidder scoring the highest for functionality.
- 17.4.10 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

17.5 Phase IV: Recommendation and Awarding

17.5.1 Adjudication of the Bids

- 17.5.1.1 The number/allocation of service providers will be determined by the Accounting Officer. FSDARDEA reserves its right at its sole discretion depending on the strength of each bid and the requirements of the tender to appoint more or less than three (3) service providers.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

17.5.1.2 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: FSDARDEA.

17.5.2 Award of Contract

17.5.2.1 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and other media in which the bid was advertised. Due to the cost and other implications, names of successful bidders will only be availed on request.

17.5.2.2 FSDARDEA retain the right to appoint more or less than three (3) service providers.

17.6 Negotiations

17.6.1 The Government reserves the right to negotiated prices with shortlisted bidders in order to arrive at an acceptable flat rate per item.

18 NON-COMMITMENT

18.1 The right is reserved not to accept any of the bid responses submitted.

18.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

19 VERIFICATION OF BIDDERS

19.1 At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

20 JOINT VENTURE AGREEMENTS

20.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid.

20.2 In terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

20.3 Each party to a Joint Venture/ Consortium must submit Tax Compliance Status Pin together with the bid before the closing date and time of bid.

20.4 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive. Kindly complete the attached joint venture returnable document available under each of the categories.

20.5 Entities are allowed to form different Joint Ventures or Consortia for different categories tendered for. Necessary documentation must be supplied for all different Joint Ventures or Consortia, if applicable.

21 FRONTING

21.1 The FSDARDEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the FSDARDEA does not support any form of fronting.

21.2 The FSDARDEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiates the necessary enquiries/investigations to determine the accuracy of the representation made in this RFT bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by FSDARDEA may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the FSDARDEA may have against the bidder concerned.

22 CONFIDENTIALITY

22.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified of the outcome of the bid.

22.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Government, except where authorized in writing to do so.

22.3 FSDARDEA agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

content thereof to any third party, except as required by law.

23 AGREEMENTS

23.1 The Service Provider(s) will be expected to sign a Service Level Agreement with FSDARDEA. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

23.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid DARDEA/RFB 04/2026/2027, the Department may terminate the agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidders who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidders shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

24 SETTLEMENT OF DISPUTES

24.1 Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

25 OFFICIALS PROHIBITED FROM SUBMITTING BIDS

25.1 In accordance with regulation 13(c) of Public Service Regulation of 2016, an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

26 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

26.1 The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

27 ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

27.1 Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

27.2 The Bidder must complete the Following

I _____ in my capacity as _____ of the
Company, hereby certifies that I take note and accept the above-mentioned Special
Conditions of the Contract.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____)_____



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

28 APPROVAL OF TENDER DOCUMENT

It is hereby recommended that approval is granted for Tender:
“DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS to be advertised.

Submitted by: Mr. SW van der Merwe Chairperson: Bid Specification Committee DATE: _____	Supported / Not Supported Mr. SS Thulo Director: Supply Chain Management DATE: _____
Recommended / Not Recommended Mr M Tsoai Act. CFO DATE: _____	Approved / Not Approved Mr. T Mabilo Head Of Department DATE: _____



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

SECTION 3



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

- NOTES

The purpose of this document is to:

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

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

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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

TABLE OF CLAUSES

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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

General Conditions of Contract

1. Definitions	1. The following terms shall be interpreted as indicated: 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods
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DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	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 sub bidders) 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.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	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 Bid Bulletin. The Government Bid 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.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder 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



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

documents		documents to be furnished by the supplier are specified in SCC.
	10.2	Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

		consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subbidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

	of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

26. Terminationfor insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a Tax Compliance Status Pin, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

34. Prohibition of Restrictive practices	34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998,asamended,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 relationshipand if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
	34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

ANNEXURES FOR PROCUREMENT PACKAGES

- A District Packages
- B Provincial Outreach Packages



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

ANNEXURE A:

PRICING SCHEDULE



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

PRICING SCHEDULE

Pricing instructions:

- Failure to complete the pricing schedule in full will disqualify the bid. All items in the pricing schedule should be priced.
- Unit prices must be an all inclusive price.
- Read together with par. 11 in the Special Conditions of Contract.



DARDEA/RFB 04/2026/2027: APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS, GARDENING TOOLS AND RELATED EQUIPMENT TO BENEFICIARIES IN THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

Pricing Schedule

ITEM DESCRIPTION	SPECIFICATION	UNIT	QUANTITY	UNIT PRICE (All inclusive price)
1. Water storage tank	2400 L capacity with a diameter of 1420 mm, height 1700 mm and a 480 mm clip-on lid, made from food-grade LLDPE (linear low-density polyethylene) and a 10 year warranty on material and workmanship.	each	1	
2. Wheelbarrow	No. 12 High bulk medium weight with heavy duty rubber tire running on an AE 25 mm sintered wheel bearing. Pan capacity 100 liter, manufactured from 1.6 mm steel with the rim reinforced with 5.5 mm steel (Similar to lasher)	each	1	
3. Spade	No. 2 All steel with cast steel grip. Blade width 205 mm (Similar to lasher)	each	1	
4. Garden Fork	4 Prong digging with all steel shaft and anticorrosive black, clear varnished shaft (Similar to lasher)	each	1	
5. Garden Rake	14 tooth heavy duty all steel rake. 1300 mm length (Similar to lasher)	each	1	
6. Garden Hosepipe with fittings	Hosepipe (12 mm x 30 m) with multi diameter (12 – 19 mm) tap fitting, one 12 mm hose connect fitting, one 12 mm hose connect fitting with stop and one adjustable spray nozzle. Lightweight 3-ply construction with cross-woven reinforcement.	each	1	
7. Watering Can	Durable plastic watering can with 5-liter capacity and rose spout for gentle watering.	each	1	
8. Knap sack spray	5L – Pressure sprayer	each	1	
9. Shade net	3000mm x 7m 80% shade net green	each	1	
10. Seed pack:	Containing 5 x packs vegetables seed (spinach, carrots, beans, onion, cabbage) 1 x Measuring string 2 x Pack of fertilizer 1 x Growth guide 1 x Ruler	pack	1	
Total of Unit Prices				

NB: The Department will use the quoted unit prices, together with the actual quantities required for each delivery, to calculate the total value of each order. Bidders are therefore required to quote unit prices only; the quantities indicated in the pricing schedule are for pricing and evaluation purposes and do not constitute a commitment by the Department to order the indicated quantities.

NAME		SIGNATURE	DATE