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

**INVITATION TO QUOTE**

**QUOTATION NUMBER: Q 18 EDTEA 2026/2027**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER HERBICIDE APPLICATOR TRAINING, INIT STANDARD (123134): TITLED "APPLY HERBICIDE TO NOXIOUS WEEDS" NQF LEVEL 1 CREDITS 3) FOR A PERIOD OF 6 MONTHS.**

**BRIEFING SESSION: APPLICABLE**

| VENUE | DATE | TIME |
|---|---|---|
| 270 JABU NDLOVU STREET, PMB, 3201 – 141 BOARDROOM | 11 SEPTEMBER 2026 | 10:00AM |

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

**Closing Date: 18 September 2026**
**Closing Time: 15:00**
**Method of submission: DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR FOYER, 270 JABU NDLOVU STREET PIETERMARITZBURG**

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

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

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## SECTION A (PART A: INVITATION TO QUOTE)

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*EDTEA*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **Q 18 EDTEA 2026/2027** | CLOSING DATE: | **18 September 2026** | CLOSING TIME: | **15:00** |
| DESCRIPTION | **APPOINTMENT OF A SERVICE PROVIDER TO RENDER HERBICIDE APPLICATOR TRAINING, INIT STANDARD (123134): TITLED "APPLY HERBICIDE TO NOXIOUS WEEDS" NQF LEVEL 1 CREDITS 3) FOR A PERIOD OF 6 MONTHS.** | | | | |
| **BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| **270 JABU NDLOVU STREET, PIETERMARITZBURG** | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **Admin Office** | CONTACT PERSON | **Ms Minenhle Ndlovu** |
| TELEPHONE NUMBER | **(033) 264 2731/2864** | TELEPHONE NUMBER | **066 160 8766** |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER | **N/A** |
| E-MAIL ADDRESS | bids@kznedtea.gov.za | E-MAIL ADDRESS | Minenhle.ndlovu@kznedtea.gov.za |

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

## PART B: TERMS AND CONDITIONS FOR BIDDING

| 1. BID SUBMISSION: |
|---|
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| **2. TAX COMPLIANCE REQUIREMENTS** |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

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

| Section/ Schedule | Description | Compulsory (Yes / No) | Non-Submission will render bidders non-responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/A |
|---|---|---|---|---|---|---|---|
| **Prospective Service Providers MUST complete the following as per the QUOTATION document:** | | | | | | | |
| **Part A** | **Invitation to BID (SBD 1)** | **Yes** | **Yes** | **Yes** | | | |
| **Part B** | **Terms and Conditions for bidding (SBD 1)** | **Read Only** | | | | | |
| **Section C** | Special Instructions regarding completion of bid | **Read only** | | | | | |
| **Section D** | Registration on Central Suppliers Database | **Read Only** | | | | | |
| **Section E** | Declaration that information on Central Suppliers database is correct and up to date | **Yes** | **Yes** | **Yes** | | | |
| **Section F – G** | Pricing Schedule (SBD 3) | **Yes** | **Yes** | **Yes** | | | |
| **Section H** | Quotation Offer | **Yes** | **Yes** | **Yes** | | | |
| **Section I** | Bidder's disclosure form (SBD4) | **Yes** | **Yes** | **Yes** | | | |
| **Section J** | Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022. | | | **Yes If Applicable** | | | |
| **Section K** | **Questionnaire Replies -** To be only included when BIDs for goods are involved. | | | **Yes If applicable** | | | |
| **Section L** | Official briefing session/site inspection certificate | Yes | Yes | **Yes** | | | |
| **Section M** | Special Conditions of Contract | **Read only** | | | | | |
| **Section N** | General Conditions of Contract | **Read only** | | | | | |
| **Section O** | **Authority to Sign a BID** | **Yes** | **Yes** | **Yes** | | | |
| | Joint venture- Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises | **Yes** | **Yes** | **Yes** | | | |
| **Section P** | Schedule variations from good and services information | | | **Yes If applicable** | | | |
| **Annexure A** | Terms of Reference | Yes | Yes | | | | |
| **Annexure B** | Evaluation Grid | Yes | Yes | | | | |
| **Annexure C** | CV Format | Yes | Yes | | | | |
| **Annexure D** | Statement of exclusivity and availability | Yes | Yes | | | | |

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

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

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

## SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

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

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

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

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

(To be completed by bidder)

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

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

Number.....

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

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

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

SBD 3.1

## SECTION F: PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

| | |
|---|---|
| Name of bidder…… <br><br> Closing Time **15:00** | Bid number: **Q 18 EDTEA 2026/2027** <br><br> Closing date: **18 September 2026** |

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

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

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

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

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

*Delete if not applicable

## SECTION G: PRICING SCHEDULE

(Professional Services)

**SBD 3.3**

| | |
|---|---|
| Name of bidder…… | Bid number: **Q 18 EDTEA 2026/2027** |
| Closing Time **15:00** | Closing date: **18 September 2026** |

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

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

The accompanying information must be used for the formulation of proposals

Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……...

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

| PERSON AND POSITION | HOURLY RATE |
|---|---|
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |
| …… | R…… |

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

…… R……

…… R……

…… R……

…… R……

…… R……

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

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY |
|---|---|---|
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |
| …… | …… | …… |

TOTAL: R……

Period required for commencement with project after acceptance of bid …….

Estimated man-days for completion of project …….

Are the rates quoted firm for the full period of contract? *YES/NO

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. …….

…….

…….

…….

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

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Any enquiries regarding bidding procedures may be directed to the –

**KZN ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**
**270 JABU NDLOVU STREET**
**PIETERMARITZBURG**
**3201**

**BIDS OFFICE**

Tel: **033-264-2731/2864**

Or for technical information –

**MS. Minenhle Ndlovu**

Tel: **066 160 8766**

## SECTION H: QUOTATION OFFER

(To be completed by Bidder)

**QUOTATION NUMBER: Q 18 EDTEA 2026/27**

18.1.1 QUOTATION PRICE INCLUDING VAT: R…….....

18.1.2 AMOUNT IN WORDS: ….....

.....

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

| **NAME OF BIDDER:** | **SIGNATURE** | **DATE:** |
|---|---|---|
| …..... | ……..... | ..... |

**FOR OFFICE PURPOSES ONLY**

| ***IMPORTANT*** |
|---|
| **Mark appropriate block with "X"** |

1. HAVE ANY ALTERATIONS BEEN MADE? YES NO

2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? YES NO

3. ***IF APPLICABLE*****:** DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? YES NO

**SBD 4**

## SECTION I: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1. If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

……

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

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

**3.4** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|---|---|
| ……<br>Signature | ……<br>Date |
| ……<br>Position | ……<br>Name of bidder |

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

SBD 6.1

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

### 2. DEFINITIONS

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

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

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

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Documents to be submitted to claim points |
|---|---|---|---|
| **Preference Goal 2- RDP** | | | |
| Geographical Location (KZN based) | 20 | | Completed ownership demographic form, Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1 |
| **Total Points for development Objectives** | **20** | | |

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to

make less favourable arrangements due to such cancellation;

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

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

……
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……
**DATE:** ……

**ADDRESS**: ……
……
……
……

## OWNERSHIP DEMOGRAPHIC SCHEDULE

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

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

## SECTION K: QUESTIONNAIRE REPLIES

1. Are the prices/rates quoted firm? …….....
2. Is the delivery period stated firm? ……...
3. How will delivery be affected? ……
4. Is the equipment guaranteed for a minimum period of five months?……...
5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you? .....
6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where machine/goods as offered by you can be inspected under working conditions? ……...
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine? ……...
8. Where is stock held? ……..
9. What facilities exist for the servicing of the machine/goods offered? ……...
10. Where are these facilities available? ……...
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected? ……...
12. Is a special import permit require……...

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

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

## SECTION L: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

**COMPULSORY**

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.
Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

**Bid No**: **Q 18 EDTEA 2026/2027**

**Service**: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER HERBICIDE APPLICATOR TRAINING, INIT STANDARD (123134): TITLED "APPLY HERBICIDE TO NOXIOUS WEEDS" NQF LEVEL 1 CREDITS 3) FOR A PERIOD OF 6 MONTHS.**

| Venue: | Date: | Time: |
|---|---|---|
| 270 JABU NDLOVU STREET, PMB, 3201 – 141 BOARDROOM | 11 SEPTEMBER 2026 | 10:00am |

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE: .....

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE: .....

## SECTION M: SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 60 days from the closing date of the submission of quotations.

### 1. CONTRACT PERIOD

1.1 06 months from signing of Service Level Agreement

### 2. EVALUATION CRITERIA

There are *Four (4)* main stages in the selection process, namely, ensuring that quotations comply with administrative Compliance, functionality, and price and preference points (**Specific goals**); and price negotiation.

#### 2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory quotation documents viz Part A & Part B, Sections A to O. Failure to comply with any of the sections contained in the bid document that constitute step one will render the quotations invalid.

The following documentation must be submitted:

| CRITERIA | | | YES | NO | REMARKS |
|---|---|---|---|---|---|
| SECTION A | PART A | INVITATION TO BID (SBD 1) | X | | |
| | PART B | TERMS AND CONDITIONS FOR BIDDING (SBD 1) | X | | |
| SECTION B | | LIST OF RETURNABLE AND COMPULSORY DOCUMENTS | X | | |
| SECTION C | | SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID | | | Read only |
| SECTION D | | REGISTRATION ON CENTRAL SUPPLIERS DATABASE | X | | |
| SECTION E | | DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS | X | | |
| SECTION F | | PRICING SCHEDULE (SBD 3.1) | X | | |
| SECTION G | | PRICING SCHEDULE (SBD 3.3) | X | | |
| SECTION H | | BID OFFER | X | | |
| SECTION I | | BIDDER'S DISCLOSURE (SBD 4) | X | | |
| SECTION J | | PREFERENCE POINTS CLAIM FORM (SBD 6.1) | X | | |
| SECTION K | | QUESTIONNAIRES REPLIES | X | | |
| SECTION L | | COMPULSORY BRIEFING CERTIFICATE | X | | |
| SECTION M | | SPECIAL CONDITIONS OF CONTRACT | X | | |
| SECTION N | | GENERAL CONDITIONS OF CONTRACT | | | Read only |
| SECTION O | | AUTHORITY TO SIGN THE BID | X | | |
| SECTION P | | SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION | X | | If applicable |
| PROFESSIONAL BODY ACCREDITATION OR REGISTRATION FOR THE COMPANY | | VALID PROOF OF COMPANY ACCREDITATION OR REGISTRATION WITH FP & M- SETA OR QUALITY COUNCIL FOR TRADE AND OCCUPATIONS (QTCO) TO BE ATTACHED. | X | | |
| PROFESSIONAL BODY ACCREDITATION OR REGISTRATION FOR THE KEY EXPERT 3; ASSESSOR | | VALID PROOF OF LETTER OF ACCREDITATION OR REGISTRATION WITH FP & M- SETA OR QUALITY COUNCIL FOR TRADE AND OCCUPATIONS (QTCO) FOR THE ASSESSOR TO BE ATTACHED. | X | | |

**2.2 Step 2- Functionality**

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

**2.3 Step 3 - Preferential Point Evaluation**

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

| **Specific goals** | **Documents required to determine specific goals respectively** |
|---|---|
| Preference Goal 2- RDP | |
| Youth Geographical Location<br>(KZN based) | Completed ownership demographic form, Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1 |

**2.4 Step 4 - Price negotiation**

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

## SECTION N: GENERAL CONDITIONS OF CONTRACT

**1. Definitions**

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the

bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## 2. Application

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

## 3. General

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

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

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

the contract if so required by the purchaser.

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

**6. Patent rights**

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

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

v) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

vi) a cashier's or certified cheque

vii) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

**9. Packing**

1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
   - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
   - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
   - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for

a period not exceeding 10 years.

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

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

6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   (i) the name and address of the supplier and / or person restricted by the purchaser;
   (ii) the date of commencement of the restriction
   (iii) the period of restriction; and
   (iv) the reasons for the restriction.
   (v) These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

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

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

2.A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of

the contracted goods to the purchaser.

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

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

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

2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1.

## SECTION O: AUTHORITY TO SIGN A BID

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

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

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

| NAME | ADDRESS | SIGNATURE | DATE |
|---|---|---|---|
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*(If the space provided is not enough, a separate list should be attached)*

**Note:**

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

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

**SECTION P: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION**

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

| SECTION | PAGE | VARIATION: CLAUSE OR ITEM |
|---|---|---|
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**SIGNATURE OF BIDDER:** .....

**DATE:** .....

## ANNEXURE A: TERMS OF REFERENCE:

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER HERBICIDE APPLICATOR TRAINING, INIT STANDARD (123134): TITLED "APPLY HERBICIDE TO NOXIOUS WEEDS" NQF LEVEL 1 CREDITS 3) FOR A PERIOD OF 6 MONTHS**

## 1. Definitions of Acronyms/Glossary

| | |
|---|---|
| **CV** | Curriculum vitae |
| **EDTEA** | Department of Economic Development, Tourism and Environmental Affairs |
| **EPWP** | Expanded Public Works Programme |
| **FPMSETA** | Fiber Processing and Manufacturing Sector Education and Training Authority |
| **KZN** | KwaZulu-Natal Province |
| **IASP** | Invasive Alien Species Programme |
| **NDP** | National Development Plan |
| **NQF** | National Qualifications Framework |
| **NLRD** | National Learner Record Database |
| **OHS Act** | Occupational Health and Safety Act No. 85 of 1993 |
| **PFMA** | Public Finance Management Act |
| **PPE** | Personal Protective Equipment |
| **POE** | Portfolio of Evidence |
| **RSA** | Republic of South Africa |
| **SAQA** | South African Qualification Authority |
| **SCM** | Supply Chain Management |
| **SETA** | Sector Training and Education Authority |
| **SOR** | Statement of Results |
| **SLA** | Service Level Agreement |
| **SMMEs** | Small, Medium and Micro Enterprises |
| **US ID** | Unit Standard Identity |
| **US** | Unit Standard |

## 2. Departmental and Programme Overview

Within the EPWP framework, the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (EDTEA) implements the Invasive Alien Species Programme (IASP), which combines environmental management objectives with socio-economic development interventions. The programme is responsible for the control, management, and eradication of invasive alien plant species across prioritised areas of KwaZulu-Natal, thereby contributing to biodiversity conservation, ecological restoration, protection of water resources, and the reduction of wildfire risks. The programme also supports the Department's environmental mandate in terms of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004), and related legislation governing the management of invasive alien species.

For the 2026/27 financial year, the Department will implement forty-five (45) IASP EPWP projects across the province. These projects are expected to create employment opportunities for local communities while contributing towards the Department's Annual Performance Plan (APP) targets relating to environmental restoration, job creation, and skills development. The programme is expected to provide accredited training to 1,000 EPWP participants and non-accredited training to all project participants as part of its capacity-building initiatives.

## 3. Purpose of the TOR

The purpose of these Terms of Reference (ToR) is to invite suitably qualified and accredited Training Service Providers to submit proposals for the delivery of Herbicide Applicator Training to participants of the Department's Invasive Alien Species Programme (IASP).

In terms of the Code of Good Practice for Special Public Works Programmes, read together with the Ministerial Determination for the Expanded Public Works Programme (EPWP), workers employed on EPWP projects are required to receive appropriate training. Skills development remains a fundamental component of the EPWP as it seeks to improve the employability, productivity, and long-term livelihood prospects of programme participants.

The Department's Invasive Alien Species Programme (IASP) recruits participants primarily from unemployed and economically disadvantaged communities, many of whom have limited or no prior experience in invasive alien plant management and control. Consequently, training is essential to equip participants with the knowledge, practical skills, and competencies required to perform project activities safely, effectively, and in accordance with industry standards.

The need for Herbicide Applicator Training is further informed by the nature of the work undertaken by IASP project teams. Invasive alien plant control operations frequently involve the handling, transportation, storage, and application of herbicides and other chemical products. As such, the Department is required to ensure compliance with applicable legislative and regulatory requirements governing occupational health and safety, environmental

protection, and the use of hazardous chemical substances. These include, amongst others, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the Hazardous Chemical Agents Regulations.

Furthermore, the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947), together with the regulations promulgated thereunder, requires persons who use agricultural remedies for reward or in the course of business, industry, or trade to be appropriately registered and qualified. Given that herbicide application forms an integral component of invasive alien plant management activities, it is essential that personnel involved in the supervision and implementation of these activities possess the necessary competencies and qualifications associated with herbicide use and pest control operations.

The provision of Herbicide Applicator Training will therefore contribute towards legislative compliance, improved environmental management practices, enhanced occupational health and safety standards, and increased operational efficiency within IASP projects. In addition, the training will provide participants with an accredited and transferable skill that may improve their prospects for future employment and income-generating opportunities beyond their participation in the EPWP.

The Department currently does not possess the in-house capacity required to facilitate and deliver the specialised Herbicide Applicator Training programme. It is therefore necessary to appoint a suitably qualified and accredited Training Service Provider to deliver the training and associated assessment services to EPWP participants.

**4. Project Objectives**

The appointed service provider must be accredited by the Fibre Processing and Manufacturing Sector Education and Training Authority (FP&M SETA) or Quality Council for Trade and Occupations (QTCO) with scope to offer the specified training programme. The training shall be conducted against Unit Standard 123134: "Apply Herbicide to Noxious Weeds" (NQF Level 1, Credits 3).

The Department intends to train a total of 660 EPWP project participants across various districts within KwaZulu-Natal. The training is aimed at equipping participants with the knowledge and practical skills required for the safe, effective, and environmentally responsible application of herbicides as part of invasive alien plant management and control operations.

**5. Scope of Work**

The following scope of work, methodology, and deliverables are applicable and must be complied with by the appointed service provider.

5.1 The appointed service provider will be expected to render training to six hundred a sixty (660) learners on herbicide-based Unit Standard ID: 123134 “Apply herbicide to noxious weeds” at NQF Level 1; Credits 3.

5.2 The bidder will be required to demonstrate a clear understanding and competency of the project scope and deliverables by providing a detailed proposed training methodology that will be followed in rendering the training, outlining facilitation approaches, practical training methods, learner support, and assessment strategies.

5.3 The training ratio shall be 1:20, meaning one (1) facilitator per twenty (20) participants to ensure effective delivery and adequate learner support.

5.4 The appointed Training Service Provider will be required to deliver the unit standards over a period of three (3) days for each group of twenty (20) participants. The three days must include classroom-based training, practical training, formative and summative assessments, consolidation of learning, and the compilation and submission of the Portfolio of Evidence (PoE). The overall training programme is expected to run for a period of six (6) months from the date of signing the Service Level Agreement (SLA).

5.5 The service provider will be required to provide mentorship support throughout the duration of the training programme as part of ongoing learner support.

Training is to be conducted at thirty-three (33) project sites that will be provided by the Department. The specific training venues/sites are presented in APPENDICE A.

5.6 The appointed Training Service Provider will be responsible for providing all training and assessment materials required for the programme. This includes the development and printing of learner manuals for all six hundred and sixty (660) participants.

5.7 The service provider must also provide all relevant training resources, equipment, and tools required for effective practical training and demonstrations within the herbicide applicator programme.

5.8 The training must be practically oriented, with approximately sixty-five percent (65%) of the programme dedicated to hands-on herbicide application, including safe handling, mixing, transportation, storage, and field application of herbicides, and thirty-five percent (35%) allocated to theoretical instruction.

5.9 The appointed Training Service Provider must ensure that facilitators are capable of delivering and interpreting training in both English and isiZulu.

5.10 The service provider must conduct formative and summative assessments for all learners in accordance with the relevant unit standards and accreditation requirements.

5.11 These assessments may include written assessments, oral questioning, and practical demonstrations conducted in either a classroom or workplace-based environment.

5.12 The appointed Training Service Provider must provide accredited certificates of competence and Statements of Results to learners who successfully complete the programme. In addition, a Certificate of Attendance must be issued to learners who are found not yet competent.

5.13 All certificates must be printed in colour on premium-quality A4 certificate paper, laminated, and submitted to the Department as hard copies. In addition, printed hard copies of the relevant Statements of Results must be provided for each learner.

5.14 The service provider shall also submit electronic copies of all certificates and Statements of Results in PDF format to the Department. The electronic records must be clearly labelled and organised per project and district to facilitate verification, record-keeping, and reporting purposes.

5.15 During the training period, the Service Provider will be required to submit monthly progress reports detailing milestones achieved, learner attendance and participation, content covered, challenges experienced, identified barriers to learning, mitigation measures, and recommendations.

5.16 The reports must include signed original attendance registers and photographic evidence of training sessions and must be submitted electronically to the Department.

Upon completion of the training programme, the Service Provider will be required to submit a comprehensive final report detailing all aspects of the project, including learner performance, attendance, content delivered, challenges experienced, lessons learned, and recommendations. This report must be submitted within fifteen (15) days after completion of training and must be provided in both hard copy and electronic format.

5.17 The Service Provider will be required to submit the final invoice only once all required deliverables have been completed and submitted, including the uploading of learner details onto the FP&MSETA or Quality Council for Trade and Occupations (QTCO), National Learner Record Database (NLRD).

5.18 The Department will only process the final payment upon receipt of all required documentation and confirmation that learner data has been successfully uploaded onto the FPM&SETA or Quality Council for Trade and Occupations (QTCO), NLRD system.

5.19 **APPENDICE A** below shows the geographical areas where training services will be supplied.

**APPENDICE A: Geographical areas where training services will be supplied**

| No | District Municipality | Local Municipality | Project Name | No of Participants |
|---|---|---|---|---|
| 1 | Mgungundlovu | Mkhambathini | Mkhambathini IAS Project | 20 |
| 2 | Mgungundlovu | Richmond | Richmond 1 IAS Project | 20 |
| 3 | Mgungundlovu | Msunduzi | Msunduzi IAS Project | 20 |
| 4 | uThukela | Inkosi Ilanga Libalele | Inkosi Langalibalele IAS Project | 20 |
| 5 | uThukela | Alfred Duma | Okhahlamba Project | 20 |
| 6 | Mzinyathi | Msinga LM | Msinga IAS Project | 20 |
| 7 | Mzinyathi | Nquthu LM | Nquthu IAS Project | 20 |
| 8 | ILembe | Maphumulo LM | Kwa-Maphumulo IAS Project | 20 |
| 9 | Ilembe | KwaDukuza | KwaDukuza IAS Project | 20 |
| 10 | ILembe | Mandeni LM | Mandeni IAS Project | 20 |
| 11 | ILembe | KwaMaphumulo LM | kwaMaphumulo IAS Project | 20 |
| 12 | Ugu | uMzumbe LM | uMzumbe Trail IAS Project | 20 |
| 13 | Harry Gwala | Dr Nkosazana Dlamini Zuma Local | NDZ IAS Project | 20 |

| | | | | |
|---|---|---|---|---|
| 14 | Harry Gwala | Johannes Phumani Phungula LM | Johannes Phumani Phungula IAS Project | 20 |
| 15 | Harry Gwala | uMzikhulu LM | uMzikhulu IAS Project | 20 |
| 16 | Harry Gwala | Greater Kokstad | Greater Kokstad IAS Project | 20 |
| 17 | Ugu | uMuziwabantu | uMuziwabantu IAS Project | 20 |
| 18 | Ugu | uMdoni | uMdoni IAS Project | 20 |
| 19 | Ugu | Ray Nkonyeni LM | Ray Nkonyeni IAS Project | 20 |
| 20 | King Cetshwayo | Mthonjaneni | Mthonjaneni IAS Project | 20 |
| 21 | King Cetshwayo | City of Mhlathuze | Mhlathuze IAS Project | 20 |
| 22 | Mkhanyakude | Inkosi uMtubatuba | Inkosi Mtubatuba IAS Project | 20 |
| 23 | Mkhanyakude | Umhlabauyalingana | Umhlabauyalingana Project | 20 |
| 24 | Mkhanyakude | Jozini | Jozin IAS Project | 20 |
| 25 | Mkhanyakude | Big 5 Hlabisa | Big 5 Hlabisa IAS Project | 20 |
| 26 | King Cetshwayo | uMfolozi | uMfolozi IAS Project | 20 |
| 27 | King Cetshwayo | Nkandla LM | Nkandla IAS Project | 20 |
| 28 | King Cetshwayo | Mlalazi LM | uMlalazi IAS Project | 20 |
| 29 | Zululand | Pongola LM | Pongola IAS Project | 20 |
| 30 | Zululand | Ulundi LM | Ulundi IAS Project | 20 |
| 31 | Zululand | Abaqulusi LM | Abaqulusi IAS Project | 20 |
| 32 | Zululand | Nongoma LM | Nongoma IAS Project | 20 |
| 33 | Amajuba | eMadlangeni LM | EMadlangeni IpAS Project | 20 |
| **TOTAL** | | | | **660** |

**6. The Structure and Composition of The Team**

The company must have a relevant 3 to 5 or more years and must be accredited with FP & M-SETA or Quality Council for Trade and Occupations (QTCO). The bidding company will be expected to have competent key experts to successfully deliver on the project objectives, and the key experts should consist of one Training Coordinator, three Training Facilitators and one Assessor. Please kindly note that team members who are submitted as part of the bid must be involved in the carrying out of the project. Should there be a need for replacements, substitutes must be of equal qualification, capability and prior approval must be sought from the Department (EDTEA). The bidder's proposal must provide a detailed description of the team composition and curriculum vitae (CVs) of all project team members. Bidders must make it clear in the proposal or organisational structure, the role to be played by each specific team member/key expert. Professional experience and qualifying requirements for the expert team members is expected to meet the threshold as presented below. CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

Copies of qualifications must be submitted for verification purposes. EDTEA reserves the right to request certified copies of qualifications. Refer to the attached Annexure B and Annexure C for CV's standard format and statement of Exclusivity for key experts.The project team should be composed of the following individuals with the relevant qualifications, skill and experience in similar projects

**6.1 Key Expert 1: Training Coordinator**

The project will require a Training Coordinator, who must demonstrate the following skills and experience:

- Training Coordinator must possess Matric Certificate (NQF Level 4) or equivalent.
- The Training Coordinator will be expected to oversee the overall coordination and delivery of the project.
- She/he may monitor or delegate other personnel to monitor the trainings. This person should be the contact person for the training institution.
- Training Coordinator must have three(3) to five (5) or more years of experience in the field of skills development or training in general.
- Bidders must attach/submit a short CV of the Training Coordinator and the CV must be submitted in the format provided in Annexure B or any other format of their choice will be accepted.

**6.2 Key Expert 2: Three Facilitators**

The project will require Three Training Facilitators, who must demonstrate the following qualification, skills and experience:

- The Facilitators must have a minimum of National Diploma (NQF Level 6) in Agriculture/ Pest Control/Environmental Management, or any relavant qualification.
- The facilitators must have three (3) to five (5) or more years of proven experience in facilitation of either the required unit standard or any Herbicide Applicator course in general.
- The CV must be submitted in the format provided in Annexure B.
- The proposed Facilitator must sign statement of availability and exclusivity using the template attached as Annexure C

**6.3 Key Expert 3: One Assessor**

The project will require One Assessor, who must demonstrate the following,
skills and experience:

- One Assessor will be required for the project.
- The Assessor must be registered with FP & M-SETA or Quality Council for Trade and Occupations (QTCO) or must be registered with any of the relevant SETAs.
- The Assessor must have three (3) to five (5) or more years of experience working as an Assessor on similar training or any other relevant training.
- The Assessor cannot be the same person as the Facilitator.
- Bidders must submit proof of registration of the Assessor together with a curriculum vitae (CV), indicating experience and professional registrations.

- The CV of the Assessor must be submitted in the format provided in Annexure B or any other format of their choice will be accepted.
- The proposed Assessor must sign the statement of availability and exclusivity attached as Annexure C.

## 7. Enterprise Experience and Credentials

- To validate experience indicated hereunder, bidders must provide 3 to 5 or more reference letters/purchase orders and or award letters of a similar traings from current and or previous clients.

- The company must provide proof of FP& M -SETA or Quality Council for Trade and Occupations (QTCO) accreditation or registration.

The bidders are to ensure that reference letters should entail the information indicated below on the table:

| Name of the Institution | Project Name | Project Description | Contact Person |
|---|---|---|---|
| | | | |

## 8. Reporting Requirements

The following reports will be required for the project for example; monthly progress reports and close out report The appointed Bidder will report directly to directly to Minenhle Mkhize on (cell) 066 1608 766 or email: minenhle.ndlovu@kznedtea.gov.za.

## 9. BID Requirements

### 9.1. Price Breakdown

In addition, as part of the Proposal/Bid Document, bidders are requested to submit a financial proposal.

| Item No. | Description of Service | Price per month |
|---|---|---|
| 1 | Learning material, tools & equipment | |
| 2 | Facilitation costs | |
| 2 | Travelling costs | |
| 4 | Accommodation costs | |
| 5 | Printing and laminating of A 4 certificates | |
| 6 | Administrative costs | |
| 7 | Project Management costs | R |
| 8 | If Other (please specify and quote) | R |
| Total amount(excluding Vat | | R |
| Vat ( for Vat Vendor) | | R |
| Grand Total | | R |

- The financial offer must be Vat Inclusive for vat vendor service providers.
- Disbursment must be calculated at 10% of project cost.

**10. Evaluation Process**

**10.1 The Evaluation Process will be conducted in the following phases:**

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

**10.1.1 PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE**

| | |
|---|---|
| Professional body accreditation or registration for the company | Valid proof of company accreditation or registration with FP & M-SETA or Quality Council for Trade and Occupations (QTCO) to be attached. |
| Professional body accreditation or registration for the key expert 3; Assessor | Valid proof of letter of accreditation or registration with FP & M- SETA or Quality Council for Trade and Occupations (QTCO) for the Assessor to be attached. |
| CSD Registration number | The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. |
| Bidder's Disclosure – SBD 4 | Completed and signed |
| Compulsory briefing | Briefing certificate, stamped and signed by the department's representative (SCM) |

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

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

**10.1.2 Phase 2: Functionality requirements**

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

**EVALUATION CRITERION FOR FUNCTIONALITY:**

| No | Evaluation Criteria | Guidelines | Maximum Points |
|---|---|---|---|
| 1 | **Methodology, Strategy and Approach** | The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether their proposed process meets the requirements.<br><br>How does the bidder envisage undertaking this project?<br><br>The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same. | 20 |
| 2 | **Experience of Company in execution & management of projects of a similar nature.** | The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed. | 20 |

| | | | |
|---|---|---|---|
| | To validate experience indicated hereunder, bidders must provide 3 to 5 or more reference letters/purchase orders and or award letters similar work from current and or previous clients. | Three to five or more detailed references/purchase orders and or award letters or similar work from clients detailing the actual work completed relating to similar projects. In relation to reference letters, it must be in a company's letterhead and must include the name of the institution, project name, project description and contact person. | |
| 4 | **Key Experts Qualifications, Skills and Experience** | Expertise, experience / qualifications of one Training Coordinator, three Training Facilitators and one Assessor to be assigned to the contract.<br><br>Key experts required are to provide detailed CV experience and copies of qualifications of all key experts required. | 60 |
| | **Overall Score Total** | | 100 |

**10.1.3 Phase 3: Price and Preference**

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

**POINTS AWARDED FOR SPECIFIC GOALS**

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

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

| **Specific goals** | **Direct Preference Points (80/20)** | **Documents required to determine specific goals respectively** |
|---|---|---|
| Geographical Location (KZN based) | **20** | Completed ownership demographic form, Utility bill letter/ letter from the ward councilor / lease agreement, and completed SBD 6.1 |
| **Total Points for development Objectives** | **20** | |

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

### 10.1.4 Phase 4 Final Award, Negotiation

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

**Annexure B: Evaluation Grid**

**To be completed for each tender by each evaluator**

**The following points will be used for scoring:**

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

**Method of calculation (Points obtained x weight ÷ 5) =**

**Name of the bidder: ……**

| Criterion | Weight at Maximum Points | Initial assessment | Final Score |
|---|---|---|---|
| **Methodology, Strategy and Approach** | **(20)** | | |
| ***Scoring Guide***<br>• The methodology has evidence-based and competency-based training approach with innovative training techniques, practical field demonstrations and value-added components beyond specified scope. The proposal comprehensively covers all TOR requirements and exceeds expectations by including post training support, mentorship, monitoring of competency outcomes and practical assessments. (Covers more than 100% of the scope) = 5 points – Excellent<br>• The methodology clearly aligns with the objectives of the herbicide applicator training programme and demonstrates a thorough understanding of the training requirements. The approach includes theoretical and practical training, assessment of learner competency, safety procedures, herbicide handing, environmental protection and compliance requirements. (Covers between 80% - 100% of the scope) = 4 points – Good<br>• The methodology demonstrates a basic understanding of herbicide applicator training requirements and provides a reasonable explanation of how the training will be delivered. The approach addresses key training components but lacks detail on practical implementation, assessments, or competency verification. (Covers between 50% - 80% of the scope) = 3 points – Acceptable<br>• The methodology provides insufficient detail on how the training objective will be achieved. The proposal fails to demonstrate understanding of herbicide application training, safety requirements, practical assessments, or environmental considerations. (Covers less than 50% of the scope) and or it does not show how their proposal will meet the requirements of the project = 0 - Not acceptable. | | | |
| **Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters.** | **(20)** | | |

| | | | |
|---|---|---|---|
| ***Scoring Guide***<br>The bidder is to provide award letters/Purchase orders, and reference letters of similar work on a client's letter head stating services rendered, name of the institution, project name, project description and contact person.<br><br>• 5 Client reference letters = 5 - Excellent<br>• 4 Client reference letters = 4 - Good<br>• 3 Client reference letters = 3 - Acceptable<br>• 1-2 Client reference letters = 0 - Not acceptable<br><br>***EDTEA reserves the right to authenticate the validity of reference letters*** | | | |
| **Key Expert 1 (Training Coordinator): Qualification and experience** | **(20)** | | |
| The Training Coordinator must have Matric Certificate (NQF Level 04) or equivalent. Training Coordinator must have a minimum of three (3) to five (05) or more years of experience in the field of skills development or training in general.<br>***Scoring Guide***<br>• Training Coordinator average between 5 or more years professional experience with the relevant qualification = 5 (Excellent)<br>• Training Coordinator average of 4 years professional experience with the relevant qualification = 4 (Good)<br>• Training Coordinator average of 3 years professional experience with the relevant qualification = 3 (Acceptable)<br>• Training Coordinator average of less than 3 years professional experience with or without the relevant qualification = 0 (Not acceptable) | | | |
| **Key expert 2a (1st Facilitator): Qualification and experience** | **(10)** | | |
| National Diploma (NQF Level 6) qualification in Agriculture, Pest Control, or Environmental Management or any relevant qualification. The facilitators must have a minimum of three (3) to five (5) or more years' experience in facilitation of either the required unit standard.<br>***Scoring Guide***<br>• 1st Facilitator average of 5 years or more professional experience with the relevant qualification = 5 (Excellent)<br>• 1st Facilitator average of 4 years of professional experience with the relevant qualification = 4 (Good)<br>• 1st Facilitator average of 3 years professional experience with the relevant qualification = 3 (Acceptable)<br>• 1st Facilitator average of less than 3 years professional experience with or without the relevant qualification = 0 (Not acceptable) | | | |
| **Key Expert 2b (2nd Facilitator)** | **(10)** | | |
| National Diploma (NQF Level 6) qualification in Agriculture, Pest Control, or Environmental Management or any relevant qualification. The facilitators must have a minimum of three (3) | | | |

| | | | |
|---|---|---|---|
| to five (5) or more years' experience in facilitation of either the required unit standard.<br>***Scoring Guide***<br>• 2nd Facilitator average of 5 years or more professional experience with the relevant qualification = 5 (Excellent)<br>• 2nd Facilitator average of 4 years professional experience with the relevant qualification = 4 (Good)<br>• 2nd Facilitator with average of 3 years professional experience with the relevant qualification = 3 (Acceptable)<br>• 2nd Facilitator average of less than 3 years of professional experience with or without the relevant qualification = 0 (Not acceptable) | | | |
| **Key Expert 2c (3rd Facilitator)** | **(10)** | | |
| National Diploma (NQF Level 6) qualification in Agriculture, Pest Control, or Environmental Management or any relevant qualification. The facilitators must have a minimum of three (3) to five (5) or more years' experience in facilitation of either the required unit standard.<br>***Scoring Guide***<br>• 2nd Facilitator average of 5 years or more professional experience with the relevant qualification = 5 (Excellent)<br>• 2nd Facilitator average of 4 years professional experience with the relevant qualification = 4 (Good)<br>• 2nd Facilitator with average of 3 years professional experience with the relevant qualification = 3 (Acceptable)<br>• 2nd Facilitator average of less than 3 years of professional experience with or without the relevant qualification = 0 (Not acceptable) | | | |
| **Key Expert 4 (Assessor)** | **(10)** | | |
| The Assessor must be registered with FP & M-SETA Quality Council for Trade and Occupations (QTCO) or must be registered with any of the relevant SETAs.<br>The Assessor must have three (3) to five (5) or more years of experience working as an Assessor on similar training or any other relevant training.<br>***Scoring Guide***<br>• Assessor average of 5 years or more professional experience = 5 (Excellent)<br>• Assessor average of 4 years professional experience = 4 (Good)<br>• Assessor with average of 3 years professional experience = 3 (Acceptable)<br>• Assessor average of less than 3 years of professional experience = 0 (Not acceptable) | | | |
| Total Evaluation Score | **100** | | |
| Minimum passing score | 60% | | |

**Evaluation performed by:**

| | |
|---|---|
| Name | |
| Signature | |
| Date | |

| | |
|---|---|
| Strengths | |
| Weaknesses | |

**Annexure C: CV Format**

**CURRICULUM VITAE MAX 3 PAGES**

**Proposed role in the project:**

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

| Institution [Date from - Date to] | Qualification obtained: |
|---|---|
| | |
| | |
| | |
| | |

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

| **Language** | **Read** | **Speak** | **Write** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

8. **Membership of professional bodies: -**
9. **Other skills: (e.g. Computer literacy, etc.)**
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications: (Relevant to the project)**
13. **Professional Experience**

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

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

**Annexure D:**

**Statement of Exclusivity and Availability**

Statement of exclusivity and availability

Tender ref: _____

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

| From | To |
|---|---|
| | |
| | |
| | |

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

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

| | |
|---|---|
| **Name** | |
| **Signature** | |
| **Date** | |