



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200
KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200
Tel: 033 355 9100

Invitation to Tender – DARD18/2026

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN AERIAL INTELLIGENCE, SURVEILLANCE, AND RECONNAISSANCE SERVICE ON AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE USING MANNED AIRCRAFT IN THE PROVINCE KWAZULU NATAL.**

Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (v) The department publishes all awards on departmental website, thereafter, publishes the award on e-tender portal after receiving an acceptance from the successful bidder.
- (vi) Bidders are urged to visit www.kzndard.gov.za/tenders/videos-supplierdevelopment for ease of completing the bid document.

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Mrs. Nompumelelo Madlala Tel. No. 033 355 9369: or nompumelelo.madlala@kzndard.gov.za and

Technical: Mrs. Zanele Pakkies Tel. 033 343 8035 or Zanele.Pakkies@kzndard.gov.za

The closing date and time for receipt of Tenders is 13 August 2026 at 11h00. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

NB. Tender documents must be submitted at: **Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

		PAGES
PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	7
PART C	PRICING SCHEDULE	8 -14
SECTION D	BIDDERS DISCLOSURE (SBD 4)	15-16
SECTION E	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	17 -24
SECTION F	CONTRACT FORM (SBD 7)	25-26
SECTION G	GENERAL CONDITIONS OF CONTRACT	27-33
SECTION H	SPECIAL CONDITIONS OF CONTRACT	34-35
SECTION I	AUTHORITY TO SIGN THE BID	36
SECTION J	TERMS OF REFERENCE	37-47
SECTION K	SPECIAL TERMS AND CONDITIONS	48-54
PART D	BID DISQUALIFYING FACTORS	55-58
ANNEXURE A	BIDDERS PAST EXPERIENCE	59

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD 18/2026	CLOSING DATE:	13 August 2026	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN AERIAL INTELLIGENCE, SURVEILLANCE, AND RECONNAISSANCE SERVICE ON AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE USING MANNED AIRCRAFT IN THE PROVINCE KWAZULU NATAL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nompumelelo Madlala		CONTACT PERSON	Zanele Pakkies	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	033 343 8035	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Nompumelelo.Madlala@kzndard.gov.za		E-MAIL ADDRESS	Zanele.Pakkies@kzndard.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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, 2022, 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 A
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. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. Bidder must initial each and every page of the bid document.

SECTION B

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 favourable bid is accepted or less favourable 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 C
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:

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **13 August 2026**

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD18/2026	Request for Proposal for the Appointment of a Service Provider to provide an aerial intelligence, surveillance, and reconnaissance service on agricultural commodity production and infrastructure using manned aircraft in the province of KwaZulu Natal	

Amount in Words:

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

Official Company Stamp

Signature

SECTION D

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

OFFER TO BE VALID FOR.....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 applic

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....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

** "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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

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

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

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

.....	R.....	
.....	R.....	days
.....	R.....	days
.....	R.....	days

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

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

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

*YES/NO

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION D

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.
- 3.4 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.
- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of bidder

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

SECTION E

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
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 bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

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,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 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)
	None	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. 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]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any 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:

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

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

CONTRACT FORM – GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION G

GENERAL CONDITIONS OF CONTRACT

i. 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.

ii. Application

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 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.
- 1.2 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

iv. Standards

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

v. Use of contract documents and information; inspection.

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

vi. 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

- 1.1 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.
- 1.2 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.
- 1.3 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:
 8. 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
 9. a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

- a. 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.
- b. 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.

2. Delivery and documents

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

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

4. Transportation

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

5. Incidental Services

- a. 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.
- b. 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.

6. Spare parts

- a. 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.

7. Warranty

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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.

8. Payment

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

9. Prices

- a. 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.

10. Contract amendments

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

11. Assignment

- a. 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.

12. Subcontracts

- a. 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.

13. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

14. Penalties

- a. 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.

15. Termination for default

- a. 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.

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

16. Anti-dumping and countervailing duties and rights

- a. 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.

17. Force Majeure

- a. 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.
- b. 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.

18. Termination for insolvency

- a. 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.

19. Settlement of Disputes

- a. 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.

- b. 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.

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

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

e. 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.

20. Limitation of liability

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

- i. 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
- ii. 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.

21. Governing language

- a. 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.

22. Applicable law

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

23. Notices

- a. 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
- b. 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.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. 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.

25. National Industrial Participation (NIP) Program

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

26. Prohibition of Restrictive practices

- a. 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).
- b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

SECTION H

SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

- 1.1 The contract is for thirty-six (36) months.

2. EVALUATION CRITERIA

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Presentation and Physical demonstration

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. Stage 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 Preferential Point Evaluation

This bid will be evaluated using the 80/20 preference point system.

3. BID APPEAL TRIBUNAL

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

- 3.1 The Department will publish the award on the Departmental website and send out notifications of non- award to disqualified bidders.
- 3.2 Any appeals lodged in terms of the provisions of the KZN Supply Chain Management policy must be submitted within 5 working days of the award of this bid as advertised in the Departmental Website.
- 3.3 If five (5) working days of receipt of the notification of award lapses, no appeals will be considered after the award information has been published on the E-Tender portal.
- 3.4 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.5 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 3.6 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten

working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

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

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

SECTION I

AUTHORITY TO SIGN A BID

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

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

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

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: Director/s may appoint themselves 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 J

TERMS OF REFERENCES

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN AERIAL INTELLIGENCE, SURVEILLANCE, AND RECONNAISSANCE SERVICE ON AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE USING MANNED AIRCRAFT IN THE PROVINCE KWAZULU NATAL

1. INTRODUCTION

- 1.1 KwaZulu-Natal is a vast and natural resource rich province with an estimated area of over 94300 square kilometers. The Agricultural Resource Management (ARM) Directorate, under the Agricultural Research, Development and Training Institute Chief Directorate is mandated to manage natural agricultural resources within the Province of KwaZulu-Natal. This is in recognition of the reality that agriculture is primarily rooted in natural resources that are extremely limited and vulnerable to unsustainable use.
- 1.2 In order to legislatively implement this mandate the following legislations form the basis of what ARM does in relation to the legislated mandate, namely, Conservation of Agricultural Resources Act 43 of 1984 (CARA), Risk and Disaster Management Act, Subdivision of Agricultural Land Act 70 of 1970 (SALA). The CARA focuses on preserving the natural resource by ensuring that land, vegetation and water resources are used sustainably and preserved, while SALA focuses on regulating change from agricultural land use to other non-agricultural land uses. The Risk and Disaster Management Act enables the Department to focus on minimizing the impact and risk of disasters to farmers through early warning systems. These legislations are further supported by other legislations whose mandate sit with other sister departments, namely National Environmental Management Act, National Water Act.
- 1.3 ARM plays an important role in submitting comments relating to the proposed change of land uses in terms of the above legislations. However, the Directorate has long faced a perpetual challenge of assessing and quantifying the natural resources, the commodities being produced and locations of these natural resources and commodities within the Province. Although the Department is aware of the change of land use from agriculture to non-agriculture, the locations of these changes, the type of land use driving farmers out of production and its extent is unknown. For example, the Department is aware that farmers are moving away from sugarcane to macadamia nuts but the level of transition and transformation as well as the locations are unknown. There is also a huge pressure on farmlands due to housing demands, coal mining and solar power production projects, however, the impact of these pressures and their locations are unknown.
- 1.4 The Directorate is also expected to play a meaningful role in identifying areas within the province that are vulnerable to certain disasters like veld fires and floods. Though some resources are available to establish this, a big gap remains in terms of relevant and adequate data.
- 1.5 In late in 2024, the president of the Republic of South Africa, His Excellency President Cyril Ramaphosa signed the Preservation and Development of Agricultural Land Act 39 of 2024 (PDALA) that will soon repeal the Subdivision of Agricultural Land Act 70 of 1970, and the agro-ecosystems and sector plans as required by PDALA are anchored on the unknowns highlighted above. In this regard reference is made to Section 6 (1) of PDALA 39 of 2024, where the Act states that the Minister must prescribe criteria for the compilation of a provincial agricultural sector plan to ensure that it –
 - a) Is based on agricultural science;
 - b) Promotes sustainable agriculture;
 - c) Promote food security;
 - d) Preserves agricultural land;
 - e) Promotes synergy between provincial agricultural sector plans and;
 - f) Is compiled in a participatory manner.

- 1.6 This section of the legislation inherently requires that the provincial Department of Agriculture and Rural Development undertake a process that will ensure that meaningful adherence and compliance to not only the legislative requirements but also its strategic plan, as well as both the SONA and SOPA by the President and the Premier respectively.

2. STRATEGIC ALIGNMENT

- 2.1 The Agriculture Resource Management Directorate (ARM) is mandated to provide the scientific natural resource baseline upon which every agricultural activity in the province of KwaZulu-Natal is based, towards achieving food security.
- 2.2 It is noted that this mandate is only possible if the Department knows the quality and quantity of its natural agricultural resources, commodities produced and where they are found. There can be no sustainable growth in the agricultural sector within the province without this knowledge because you can only manage what you know.
- 2.3 Furthermore, the Province's drive towards poverty reduction can only be realised when resources are utilized sustainably. This includes sound agricultural advice to farmers regarding sustainable agriculture amidst limited resources and recurring natural disasters.
- 2.4 Implementing progressive agricultural approaches and practices to mitigate the adverse effects of climate change, particularly on the vulnerable small-scale farmers is high priority.
- 2.5 The recurring natural disasters in the Province, primarily affects both crop and animal production through disruptions of critical agricultural infrastructure. When such disruptions happen, knowing where these infrastructures are located as well as their condition, assists a great deal in measuring the impact and prescribing relevant interventions.
- 2.6 All of these require a proper audit and quantification of the commodities, infrastructure and landuse patterns in the Province and this is the context that necessitates the agricultural census to be conducted in the KwaZulu-Natal.

TERMS OF REFERENCE

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN AERIAL INTELLIGENCE, SURVEILLANCE, AND RECONNAISSANCE SERVICE ON AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE USING MANNED AIRCRAFT IN THE PROVINCE KWAZULU NATAL

1. BACKGROUND

- 1.1. The agricultural census (flyover) is a spatial intelligence assessment executed with a detailed aerial survey to map and geo-reference agricultural commodity production (at field/orchard/vineyard level) and associated agricultural infrastructure. It is used to provide up to date statistical data on agricultural production (including smaller/alternative crops), the infrastructure footprint and tracks agricultural land-use changes.
- 1.2. There is a need for the Department to undertake this exercise in order to map and geo-reference all agricultural commodity production and related infrastructure in the KwaZulu-Natal. The data collected intends to provide the Department of Agriculture and Rural Development with a baseline of production activities in KwaZulu-Natal.

2. OBJECTIVES

- 2.1 The project aims to capture the following data:
 - 2.1.1 Aerially survey and map all cultivated fields (irrigated and dryland), recording the location of both winter and summer crops (including horticultural crops, flowers, timber, herbs, field crops, sugar cane and crop production under hydroponics and shade nets and tunnels) produced in KwaZulu-Natal. A field boundary dataset is required for each season.
 - 2.1.2 Survey and map all cropping and horticultural infrastructure
 - 2.1.3 Map all (aerially visible) livestock production, indicative of herd size and animal type and associated infrastructure. This includes dairy production, beef production, feedlots, abattoirs, poultry, dip tanks, ostriches, piggeries, sheep and goat related structures.
 - 2.1.4 Develop the rural agro-processing infrastructure inventory. Ensure all new agro-processing facilities are added, and that existing facilities are updated and accurately defined.
 - 2.1.5 Map all fallow or "resting" fields, clearly distinguished from disused/abandoned fields where possible.
 - 2.1.6 Map all vegetation cover and current pattern and type including natural forests clearly indicated
 - 2.1.7 Map the extent and type of alien vegetation and establish baseline/update bush encroachment dataset across the Province.
 - 2.1.8 Map all aquaculture activities and related infrastructure.
 - 2.1.9 Map all the farming activities (crops and livestock) in rural communities and provide farmer categories (subsistence, smallholder and commercial).
 - 2.1.10 Create baseline commodity data for the Department for all agricultural activities.
 - 2.1.11 Identify non-agricultural activities (mining, settlements, alternative energy, development) within active agricultural land
 - 2.1.12 Identify farmers at risk from erosion and flooding (farming in flood plains). Consider 1:10 – 1:50 year return floods.
- Furthermore, the proposed baseline project should include:
- 2.1.13 Map all field crop boundaries. The latest satellite imagery should be used as the basis for field mapping, supplemented by service provider aerial photography and aerial survey. Develop a field boundary database, inclusive of farm boundaries.
 - 2.1.14 Ensure that all winter cropping activity is identified and surveyed with date tags. This includes those "temporary" center pivots, usually used for winter crop production, whose "footprint" is obscured in summer by extensive annual cropping fields.
 - 2.1.15 During intelligence gathering interactions with agribusiness and farmers, determine any production trends, problem areas, and production changes and emergence of new commodities to be experienced per district/local municipality.
 - 2.1.16 An accuracy assessment of the mapping, commodity and economic results, as per industry standards.

2.1.17 Woodlots within the agricultural areas must be mapped and classified (size, type, uses).

3. PROJECT DESCRIPTION/SCOPE

- 3.1 The proposed project entails mapping of all the areas where there is crop and livestock production and identifying all rural agricultural infrastructure. The exercise will cover both winter and summer crops cultivated in the province. As a foundation for development of the provincial Agro-processing strategy, the project should also create and/or update the geo-referencing of rural agro-processing infrastructure and other infrastructure related to agricultural value chains in the province.
- 3.2 A large portion of the province is under grassland, rangeland, forestry and plantations, with only about 17% under cultivation. A proposed approach is to restrict flyover operations to priority agricultural areas, excluding land cover classes that can be reliably mapped using existing datasets (e.g., grassland, sugarcane, forestry, and natural vegetation). These can be reliably extracted from existing provincial or national land cover datasets, such as the National Land Cover (NLC) or Sentinel-derived maps, at no additional cost. The flyover's focus should rather be given to complex agricultural landscapes, including mixed cropping areas, orchards, vineyards, and irrigated systems, where the flyover provides the greatest added value.
- 3.3 The service provider is to ensure involvement and participation of relevant Departmental officials for capacity building on advice by the project manager.
- 3.4 The service provider is to ensure cooperation with organized agriculture and other stakeholders prior to commencing with the project.
- 3.5 Within the above scope of work, the following activities (but not limited to) are proposed for this project:
 - 3.5.1 Establish and where possible, visit the pertinent commodities to finalize the scope of commodities and infrastructure to be captured, and liaise these with the project manager for approval.
 - 3.5.2 Map all game farms and associated infrastructure. Conduct the summer (comprehensive - all cultivated fields and rural infrastructure) and winter (focused - as per point 2.1.14) aerial surveys whereby experienced, qualified agriculture and natural resource observers are accompanied by a commercial pilot and all fields are flown over at an altitude sufficient to distinguish between the various types of crops/livestock and production activity and infrastructure.
 - 3.5.3 The observers to capture the relevant information into an on-board GIS based software system.
 - 3.5.4 Undertake vehicle based surveys in areas where flying is difficult or prohibited and to supplement information where airborne identification was difficult.
 - 3.5.5 Cloud cover in summer and burning in winter needs to be taken cognizance of prior to the aerial survey.
 - 3.5.6 Prior to the survey, satellite imagery analysis must be carried out to identify all irrigated land, particularly to focus on the winter survey.
 - 3.5.7 Data analysis must be done using ArcGIS or equivalent and the results will be a geo-referenced crops and crop field boundaries dataset, fully attributed (details can be discussed with responsible Project Manager).
 - 3.5.8 Attention should be given to solving the problem of mixed commodity fields.
 - 3.5.9 The "tree nut" category should be developed to include the type (e.g. macadamias, pecans, coffee bean etc.)
 - 3.5.10 Geo-referencing and mapping of all existing rural agro-processing infrastructure, fully attributed with infrastructure type and business name where applicable.

Additional Requirements:

- 3.5.11 The commodity list and infrastructure list should be comprehensive to include features related to:
 - a) Smart Agriculture,

- b) Sustainable Agriculture,
 - c) Inclusive Agriculture, and
 - d) Eco-Systems Services, as these are noted as key aspects informing policy.
- 3.5.12 Lists should be considered for comparability with and links to the classification systems of similar national or international data sets while also meeting local information needs. The lists must (will) contain a metadata note that demonstrates that local requirements and/or any national or international best-practice methods in defining commodities and related infrastructure have been considered. The project must also meet with Provincial Veterinary Services to assess their specific and known requirements for example in terms of abattoirs, dipping tanks etc.
- 3.5.13 The potential use of collected data and information in court cases to prove or disprove land usage must be considered prior to data collection with data collection enhanced for this purpose, if feasible. A metadata note in this regard must accompany the data sets, with innovations made to enable legal use of the data if possible.

4. KEY DELIVERABLES OF THE PROJECT

4.1 ***Deliverable 1: Mapping, Geo-referencing of crops and rural agricultural infrastructure. It will be expected of the service provider:***

- 4.1.1 To develop a “crop calendar” for all (cropping) commodities in KZN to ensure that the survey captures crops at the optimum time for identification.
- 4.1.2 To meet with organized agriculture as soon as regional observation flight schedules can be planned, for them to inform their members timeously.
- 4.1.3 To map and geo-reference all the field boundaries where there are cultivated crops and then conduct airborne/terrestrial surveys to identify the crop. All the commodities/crops, both summer and winter, should be identified, mapped, time-tagged and classified. Confidence levels of identification must be indicated as discussed above. Source imagery for field boundary mapping to also be included for each field.
- 4.1.4 An extra field should be added indicating estimated stage of growth of perennial crops. This will be decided during inception meetings with the SP, but will likely be an index from 1 (newly planted) 2 (intermediate) or 3 (fully established/mature).
- 4.1.5 Remote sensing (using free Sentinel-2 data) and proven methodology to be used to identify annual winter crops, supported by a sample verification mission (existing PICES survey for National Crop Estimates).
- 4.1.6 To map and classify all agricultural infrastructures such as pack houses, greenhouse tunnels, hydroponics, sawmills, sugar mills, piggeries, broiler houses, dairies, shade netting and infrastructure; and these should be classified accordingly. Technical aspects of shade netting mapping will be specified to clearly distinguish between temporary nets verses permanent structures
- 4.1.7 The crop under shade netting should not be separated from the main crop boundary layer. The field crop boundary must still reflect the whole field – even if part of it is covered by netting.

4.2 ***Outputs***

- 4.2.1 An ESRI geo-database of all the cultivated field boundaries (both active and inactive), attributed with the particular crop/livestock in production at the time of survey (or noted as e.g. fallow). The database should be structured to include areas, GPS coordinates, descriptions and other attributes. A full list of attributes will be provided by KZNDARD if needed.
- 4.2.2 A geodatabase of all agricultural infrastructure as indicated previously in this document, with processing activities, to be provided, including aquaculture.
- 4.2.3 Old fields, once cultivated, but clearly abandoned, should be annotated as such using previously data.
- 4.2.4 Game farm boundaries (to be confirmed after consultation with KZN Wildlife - in terms of spatial certificates of adequate enclosure).

- 4.2.5 Shade netting with “permanent” infrastructure to be mapped. Considerable ground verification, resourcefulness and local intelligence will be required by the SP to provide crop types under netting as access is often limited or impossible.
- 4.2.6 All background data used (aerial photography and satellite imagery, as downloaded) should also be provided to KZNDARD on a fast external solid state drive (SSD) at the conclusion of the project.

4.3 ***Deliverable 2: Value of Agriculture production in the KwaZulu-Natal***

The value of agricultural production should be reported in the following spreadsheet format:

- 4.3.1 Area planted per commodity per local municipality
- 4.3.2 Average output (tons) for local and district municipality
- 4.3.3 Potential Rand Value (Rand /ton) based on prevailing market prices at the time of the survey.
- 4.3.4 A database of all the emerging farmers in KZN compiled from the following databases: LARD, PLAS, CASP and LED.

4.4 ***Outputs***

- 4.4.1 A detailed agricultural production report which includes: area planted per commodity, outputs, rand value and quantity marketed.
- 4.4.2 A short statement per local municipality pertaining to major land uses, commodities and any production issues influencing agricultural land use and infrastructure, inclusive of crop or livestock production.
- 4.4.3 It will be expected of the SP to determine the value of agricultural production of both commercial and subsistence farmers from the above-mentioned databases. This will involve field visits, interviewing farmers to determine the quantity and value of production. The value of agricultural production should be reported in the following formats:
 - 4.4.3.1 Yield (Tons)
 - 4.4.3.2 Land size (Hectares)
 - 4.4.3.3 Rand Value (Rand /ha)

4.5 ***Deliverable 3: Agriculture Strategic Analysis & Business Reporting***

- 4.5.1 It will be expected from the service provider to perform a detailed strategic information analysis on the products developed as described by the requirements of deliverables 1 and 2. The information must also be evaluated against other official datasets such as the Water Use Registration System by the Department of Water and Sanitation, CARA, PDALA and NEMA authorisations and the data on the validation and verification of water use where it is available to evaluate accuracy and ensure alignment of different reporting systems.
- 4.5.2 The strategic analysis must contribute to a detailed Agriculture Business Development Plan or Agriculture Sector Plans that will describe the current agriculture business and processes of the area, compliance issues, as well as economic contributions against the impact on the environment and reference to sustainability.
- 4.5.3 The Agriculture Business Development Plan or Agriculture Sector Plans must be a GIS based report with strategic presentation of data analysis and reporting.

4.6 ***Outputs***

- 4.6.1 Planning and design of a Strategic GIS based interpretation report document for information presentation
- 4.6.2 Data analysis and evaluation of compiled Geo-database
- 4.6.3 Report on the project
- 4.6.4 Evaluation and comparison report on alignment with other data sources
- 4.6.5 Strategic Interpretation of information and areas of risk
- 4.6.6 Agriculture business interpretation analysis and reporting

- 4.6.7 Agriculture business economic development analysis and reporting
- 4.6.8 Data processed into data tables and spatial components (GIS based and data tables), formatted for use into the Department's GIS System
- 4.6.9 Populated GIS based strategic interpretation report.
- 4.6.10 Analyse the wider eco-system and associated services and infrastructure that support agricultural production (or that suffer from it)

4.7 ***Deliverable 4: Agricultural Disaster Risk Profile in the KwaZulu-Natal***

- 4.7.1 It will be expected from the service provider to perform an agricultural disaster risk/vulnerability analysis for the Province.
- 4.7.2 This should include risk profiles for floods, erosion, disease outbreaks, drought etc.

4.8 **Output**

- 4.8.1 Maps showing areas vulnerable to flooding and erosion, potential disease outbreaks
- 4.8.2 A report on the risk profiles of the Province

5. **PROPOSED METHODOLOGY TO BE APPLIED**

- 5.1 Professional Service Providers (PSP's) will be expected to submit a detailed project implementation plan and methodology for approval by the KZNDARD.
- 5.2 Note: This exercise will require an increased reliance on remote sensing (RS) to distinguish annual summer and winter cropping. It is suggested that the PICES survey of National Crop Estimates Consortium be leveraged to act as ground verification/sampling. The Department will request proposals implementing novel, but academically sound and proven technologies, such as machine learning (ML) and artificial intelligence (AI). Sentinel-2 satellite imagery is regarded as the de facto source of free data for this part of the investigation. It is unequivocal that the SP – or SP consortium - must include recognized national expertise in this technology with proven success in capturing national remote sensing outputs of this nature.
- 5.3 The Department has learned about the Radiant Earth Foundation – a non-profit international academic group, promoting Artificial Intelligence (AI) and Machine Learning (ML). We hope that the successful bidder will be willing to explore their winning AI/ML models from a recent international remote sensing “Spot the Crop” competition.

6. **SPECIFIC REQUIREMENTS**

- 6.1 The contracted service provider must submit all reports, including minutes of meetings held to both the financial manager and the project technical manager at KZNDARD. Progress reports must be submitted on a monthly basis. All reports must be in MS Word format.
- 6.2 Before commencement, a meeting should be held with the KZNDARD project technical team consisting of Professional Scientists, GIS practitioners and other key resource staff to refine the database structure requirements and the correct use of the SG's cadastral data.
- 6.3 A follow up technical meeting should be undertaken once the draft products of both the summer and winter missions are available.
- 6.4 All the spatial data should conform to National GIS data standards; be in a state such that it can be easily imported into a Geodatabase (Environmental Systems Research Institute (ESRI) ArcGIS 10.8) and Management System.
- 6.5 The data collected by the contracted service provider should conform to SASQAF (South African Statistical Quality Assessment Framework) operational standards and guidelines.
- 6.6 The contracted service provider should use any of the following statistical packages: STATA, SAS, SQL Stats and or SPSS for statistical analysis purpose and the data collected by the contracted party should conform to SASQAF (South African Statistical Quality Assessment Framework) operational standards.
- 6.7 SASQAF envisages building ongoing capability to collect and share quality time-series statistics through consistent methodological rigor. The service provider must provide inputs on how this might be achieved and well as necessary detail on methods employed to enable this.

7. AVAILABLE INFORMATION

The following information and datasets are available for consultation and inclusion in the workflow process.

- 7.1 South African Statistical Quality Assessment Framework (SASQAF)
- 7.2 Broad land capability for the province
- 7.3 Grazing capacity
- 7.4 ARC, Environmental affairs and other sources data set on alien vegetation
- 7.5 Strategic Plan of the KwaZulu-Natal Department of Agriculture
- 7.6 Land reform database
- 7.7 Water use registration management system
- 7.8 Farm and erf Cadastral Data Set
- 7.9 DAFF data set on degradation of land
- 7.10 Abstract of Agricultural Statistics
- 7.11 Bioresource units of KZNDARD

8. SERVICE PROVIDER MANAGEMENT

- 8.1 A Service Level Agreement (SLA) will be drawn up detailing all contractual obligations between the KwaZulu-Natal Department of Agriculture and Rural Development (KZNDARD) and the appointed Professional Service Provider (PSP).
- 8.2 The SLA will specify, inter alia, the deliverables and outcomes of the project. KZNDARD will become owners of the intellectual property that may be a product of this process.
- 8.3 The PSP will report directly, and handover all deliverables to be reviewed and sanctioned to the project leader from KZNDARD.

9. REPORTING AND ACCOUNTABILITY

- 9.1 The service provider will on a monthly basis provide a progress report to the Department in the form of presentations or discussions. This activity should be incorporated in the budget plan by the service provider. KZNDARD representatives will be available in all workshops and consultations with the relevant stakeholders.
- 9.2 The appointed service provider will be required to notify the KZNDARD project manager of any formal discussions they would intend to have with any other KZNDARD officials or management relating to this project.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 As the material will have a large component of private information, the data will be highly confidential. The ownership of material generated during the evaluation shall remain with the KwaZulu-Natal Department of Agriculture and Rural Development. Adherence to the POPI act will be upheld at all times.
- 10.2 As the ownership of the material generated during the project shall remain the property of the KwaZulu-Natal Department of Agriculture and Rural Development, permission must be obtained from the Department before information is used in peer review or scientific papers. The only reason for denying such permission will be that the use of the mentioned information breaches laws on confidentiality/privacy or any other law. The information is however available for use by any other Provincial Department under a Service Level Agreement.
- 10.3 Furthermore, to protect the producers' marketing intelligence, the data will be embargoed internally in KZNDARD until the following season. Data requests in the interim are to be routed strictly via the Head of Department.

11. TECHNOLOGY TRANSFER AND CAPABILITY BUILDING

- 11.1 The ongoing time-series surveys data that is the subject of this service agreement may require that information on methods be practically shared with and/or transferred to a new team in future with know-how, experience gained and intellectual property generated or acquired through this contract transferred or shared as necessary.

The service provider agrees to assist in any necessary technology transfer and skills development to build ongoing capability to perform these surveys. The service provider may quote reasonable fees for such services if they are additional to the defined work package in this TOR.

12. CONFLICT OF INTEREST

- 12.1 The appointed service provider(s) may not act in any way that is inconsistent with his/her duties or expose him/herself to any situation involving the risk of a conflict of interest between the official responsibilities required of the outsourced tender and with that of private interests.

13. CONFIDENTIALITY

- 13.1 The reviewer and/or selection panel will regard all information presented in, or in support of the application, as confidential and may not use or share any information for personal or 3rd party gain.

14. REPRESENTATION

- 14.1 Although the successful service provider will be appointed by the Department to conduct this project, the service provider may not act on behalf of the Department, claim to represent the Department or commit the Department to any future action or liability.

15. TEAM

- 15.1 The time which every team member would spend on the project and their roles and responsibilities must be provided. Please note that any change in composition, time and role must be notified in writing to the relevant person mentioned in Section 9: Reporting and Accountability.

16. MONITORING AND REPORTING

- 16.1 The Director of Agricultural Resource Management (ARM), in her capacity as the Project Manager, shall delegate a team for specific roles and responsibilities. The delegated team shall be responsible for all delegated roles and responsibilities as stipulated in the SLA.
- 16.2 The delegated team will liaise with the Service Provider relating to technical matters and day-to-day coordination where necessary.
- 16.3 On a monthly basis, the Service Provider submits a brief written progress report and work plan for the following month.
- 16.4 The Professional Scientists and GIS practitioners reviews the monthly progress report and work plan by checking that the Service Provider executed the roles and responsibilities as per the SLA and liaise with the Service Provider where necessary.
- 16.5 Furthermore, the Professional Scientists and GIS practitioners reviews the work plan which outlines the activities to be executed in the following month and that the timelines are realistic.

17. CONSULTANCY MANAGEMENT

- 17.1 A SLA will be drawn up detailing all contractual obligations between the KZN Department of Agriculture and Rural Development (KZN DARD) and the appointed Professional Service Provider (PSP). The service level agreement will specify, inter alia, the deliverables and outcomes of the project. KZNDARD will become owners of the intellectual property that may be a product of this process.
- 17.2 The PSP will report directly and handover all deliverables to be reviewed and sanctioned to the project leader from KZNDARD.

FORMAT OF YOUR PROPOSAL

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN AERIAL INTELLIGENCE, SURVEILLANCE, AND RECONNAISSANCE SERVICE ON AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE USING MANNED AIRCRAFT IN THE PROVINCE KWAZULU NATAL

The proposal should be presented in two sections i.e., Technical Proposal and Financial Proposal.

1. TECHNICAL PROPOSAL

- 1.1. Bidders are at liberty to structure their Proposals according to any format, as long as it covers all areas specified in this document. The technical proposals will be evaluated against the criteria detailed below.
- 1.2. The Technical Proposal must indicate an understanding of the project context, the challenges and the assignment.
- 1.3. Service Providers are required to describe in detail their understanding of the brief and terms of reference.

a. Organisation and methodology

- 1.1. Bidders should among other things, set out the approach methodology and organisation to achieve the contract objectives.
- 1.2. The technical proposal should explain why the approach is appropriate to achieving the TOR. The technical proposal should also detail how the bidder will organise the team to deliver on the TOR. This section should also set out variables and risks associated with the achievement of the assignment.

b. Proposed Team Profile

- 1.1. Concise and succinct CV with technical qualifications, experience, and competency in relation to achieving the respective project objectives and associated activities of the work plan, together with traceable references of ALL the nominated individuals must be provided in the required format as per **Annexure A**.

2. FINANCIAL PROPOSAL

a. The financial offer must contain two separate elements:

- i. Budget breakdown
- ii. Cash flow forecast aligned with project milestones.

b. The budget breakdown will include

- i. The estimated number of days per expert and other personnel and fee rate per expert/ personnel and output;
- ii. The incidental and disbursement costs (including travel, stationary, administration etc.) (including outsourced or in sourced costs not covered by key expert fee days) per output

The department reserve the right negotiate the payment millstone proposed by the service provider

3. EXPERT/SPECIALIST PERSONNEL

a. Profile of Technical Team – Knowledge base

The complement of the technical team should include the following expertise and experience:

1. Project management

2. Geographic Information System (GIS) and Remote Sensing (RS) professional registration with South African geomatics council (SAGC)
3. Crop and animal specialists with a strong knowledge of crop and livestock identification should be registered with South African Council for Natural Scientific Professions (SACNASP)
4. Experience in data capturing and annotation using airborne equipment in low flying aircraft
5. Statistical analysis
6. Provision of Manned Aircraft Aerial Intelligence, Surveillance, and Reconnaissance (ISR) Service (retainer)
7. Digital Evidence Management System (cloud-based solution)
8. Aerial Imagery Processing
9. Field observers

4. OFFICE ACCOMMODATION

- a. Office accommodation will be provided by service provider themselves for the project team. The Principal Agent shall ensure that the Technical Team is adequately supported and equipped.
- b. They shall ensure that there is sufficient administrative and secretarial support to enable them to concentrate on their primary responsibilities.

5. DISCLOSURES

- a. The bidder must disclose:
 - i. If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy/ insolvency.
 - ii. If they have been convicted of, or are the subject of any proceedings, relating to:
 - (a) A criminal offence or other offence, involving the activities of a criminal nature in its organisation or found by any regulator or professional body to have committed professional misconduct.
 - (b) Corruption, including the offer or receipt of any inducement of any kind in relation to obtaining any contract with any contracting authority.
 - (c) Failure to fulfil any obligation in any jurisdiction relating to the payment of taxes and other legal obligations.
 - iii. If a bidder or related company or any individual discloses details of any previous misconduct or complaint, the DARD will seek an explanation and background details from them.
 - iv. At the sole discretion of the DARD, an assessment as to whether the bidder will be allowed to continue to the next phase of the evaluation phase will then be made.
 - v. Disclosure extends to any company in the same group of the bidder, including but not limited to parent, subsidiary and sister companies, companies with common shareholders (whether direct or indirect) and parties with whom the bidder is associated in respect of this tender.

6. CONFIDENTIALITY

- a. Bids submitted will not be revealed to any other bidders and will be treated as contractually binding;
- b. All information pertaining to the DARD obtained by the bidder as a result of participation in this RFP is confidential and must not be disclosed without written authorisation from the DARD;

SECTION K

SPECIAL TERMS AND CONDITIONS

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN AERIAL INTELLIGENCE, SURVEILLANCE, AND RECONNAISSANCE SERVICE ON AGRICULTURAL COMMODITY PRODUCTION AND INFRASTRUCTURE USING MANNED AIRCRAFT IN THE PROVINCE KWAZULU NATAL

INTRODUCTION

- (a) Tenderers must ensure that they are fully aware of all the Conditions contained in this bid document.

1. ACCEPTANCE OF BID

- 2.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

- 3.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

3. AWARD

- 4.1. The awarding of this bid is not dependent on the factors of prices and preference points as the bid is for request for proposal.
- 4.2. All bid documents received will be evaluated on Administrative Compliance for **stage 1**.
- 4.3. All service providers who score less than minimum functionality score of 70 points (**stage 2**) will not be considered for **stage 3**: presentation and demonstration.

4. BASIS AND QUANTITIES

- 5.1. Quantities have been included. Tenderers must therefore quote per unit price as required in the price pages.

5. CERTIFICATE OF COMPLIANCE

- 6.1. Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate.
- 6.2. **SACAA (South African Civil Aviation Authority)** regulates all aerial survey operations, including drone and manned aircraft fly-overs.
- 6.3. Ensures that aerial data collection is conducted safely, legally, and in line with aviation regulations.
- 6.4. **Certificate of Compliance (CoC)** or **Certificate of Fitness (COF)** depending on whether it involves aircraft safety or operational compliance.

6. CHANGE OF ADDRESS

- 7.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

7. COMPETENCY OF THE SERVICE PROVIDER

- 8.1. For evaluation processes the Department will apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.2. It will be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

8. COUNTER OFFERS

- 9.1. Counter offers will not be considered.

9. DELIVERY CONDITIONS

- 10.1. Delivery of products must be made in accordance with the instructions appearing on the official purchase order.
- 10.2. All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 10.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 10.4. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 10.5. All invoices submitted must be original.
- 10.6. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.
- 10.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Bid Adjudication Committee, Department of Agriculture and Rural Development.

10. DETAILS OF RELATED CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT)

(ANNEXURE B)

- 11.1. The bidder must furnish the following details of all verifiable past and current contracts.
 - (i) Date of commencement of contract/s;
 - (ii) Value per contract; and
 - (iii) Contract details. That is, with whom held, phone number and address/s of the Companies.

11. ENTERING OF DEPARTMENTAL OFFICES

- 12.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores.

12. FLY-OVER SURVEY COMPLIANCE

13.1. Operator licensing

- 13.1.1. Ensure the pilot has a valid SACAA Remote Pilot Licence (RPL) or Air Operator Certificate.

13.2. Verify aircraft compliance

- 13.2.1. Manned Aircraft must have a Certificate of Airworthiness or Certificate of Fitness issued under SACAA rules.

13.3. Apply for flight approval

- 13.3.1. Submit a request to SACAA for permission to conduct the fly-over survey, including route and purpose.

13.4. Conduct safety checks

- 13.4.1. Perform pre-flight inspections and risk assessments to comply with aviation safety standards.

13.5. Obtain Certificate of Compliance

13.5.1. Once SACAA verifies all requirements, a CoC is issued confirming the survey meets regulatory standards.

13.6. Maintain records

13.6.1. Keep logs of flight data, approvals, and compliance certificates for audit and legal purposes.

13. INVOICES

14.1. All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

14.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied
- (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

14. IRREGULARITIES

15.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

15. JOINT VENTURES

16.1. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

16.2. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture will result in zero (0) preference points being allocated for evaluation purposes.

16.3. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

16.4. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

16.5. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

16. LATE BIDS

17.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

17.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

17. NOTIFICATION OF AWARD OF BID

18.1. The successful bidder shall be notified of the intention to award via an advert in the same platform as the invitation to bid.

18. PAYMENT FOR SUPPLIES AND SERVICES

- 19.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 19.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
 - (i) Contact must be made with the officer-in-charge of the District Office;
 - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 19.3. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

19. PERIOD OF CONTRACT

- 20.1. The contract shall be in force for a period of **36 months**, however, the actual work should be **completed in 24 months**

20. QUALITY VALIDATION

- 21.1. The instrument must be proven to work correctly by the running of both the suppliers' calibration solutions as well on the site prepared calibration solutions and the analysis of actual fumigated and extracted sample solutions.
- 21.2. The end-user will sign off on the results if they meet requirements.

21. PRICE ADJUSTMENTS

- 22.1. Any request for price adjustments for imported product as a result of exchange rate may be submitted to the Department for consideration. Documentary proof in support of the request for price adjustment must be submitted together with the request. The request will be considered by the Department within its budget constraints.

22. REPORTING REQUIREMENTS

- 23.1. If the standard of service is deemed to be unacceptable, a special meeting will be called, and the way forward will be discussed.
- 23.2. Potential suppliers will have to indicate which ICP they are supplying, whether they are able to meet the detailed specifications.

23. SPECIAL CONDITIONS OF CONTRACT

- 24.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions will prevail.

24. SUPPLIERS DATABASE REGISTRATION

- 25.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 25.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.

25. TAX AND DUTIES

- 26.1. Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

26. TAX COMPLIANCE

- 27.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status will be verified through the Central Supplier Database and SARS.
- 27.2. Where a Tax Compliance Pin is not submitted with the bid, the Department will use the Central Supplier Database to verify the tax matters of the bidder.

27. UNSATISFACTORY PERFORMANCE

- 27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 27.2 The Departmental official/Employers agent shall warn the Service provider in writing that action shall be taken in accordance with the contract conditions unless the Service provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 27.2.1 To direct the Service provider, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
- 27.2.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 27.2.3 To Contract or Contracts by calling for Bids or otherwise with any other Service provider or Service providers for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.

28. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 28.1 The validity (binding) period for the bid shall be **180 days** from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

29. SERVICE LEVEL AGREEMENT

- 29.1 The successful Bidder (at quotation stage) and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed programme of works must be provided by the Service provider for the approval of the Engineer within two weeks after site handover.
- 29.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Specific Specifications (PSS) as shall be listed on the quotation document, together with the Drawings, are deemed to form part of the SLA.

30. INSURANCE

30.1 All accepted approved Service providers would be required to provide the following insurance's for the project awarded to them:

30.2 Insurance against damage, destruction or loss

31. PROTECTION OF THE PUBLIC

31.1 The Service provider shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Service provider shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

32. INJURY TO PERSONS

32.1 The Service provider shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

33. OCCUPATIONAL HEALTH AND SAFETY

33.1 *Bidders (including those sub-Contractor and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the Occupational Health and Safety Act (85/1993): Construction Regulations, 2014, as published in the Government Gazette of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:*

- 33.1.1 Carrying out and documenting risk assessments of all work to be carried out under the contract.
 - 33.1.2 Preparation of safe work procedures.
 - 33.1.3 Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
 - 33.1.4 Preparation of a Project H&S File to include all requirements of Annexure A.
 - 33.1.5 Regular updating of all of the foregoing.
 - 33.1.6 Provision of medical certificates of employees.
 - 33.1.7 Provision of PPE and protective clothing for employees
 - 33.1.8 Complying with all H&S requirements for the duration of the contract.
 - 33.1.9 Provision of forced ventilation (as required when working in confined spaces).
 - 33.1.10 The completion and checking of the safety file upon completion of the works and handing it over to the Department.
- 33.2** To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 33.3** Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 33.4** The Principal Service provider and Sub-Service providers must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.
- 33.5** The successful bidder shall be required to submit the Service provider's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.
- 33.6** The Service provider shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

PART: D
BID EVALUATION CRITERIA
BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

- (i) **Stage one** : Administrative Compliance
- (ii) **Stage two** : Functionality Criteria
- (iii) **Stage three** : Presentation and Physical demonstration

2. Compulsory administrative compliance:

- a. Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b. **Annexure A** (Bidders past experience) must be completed and signed by the bidder.
- c. All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d. Use of correction fluid is prohibited.
- e. Any alterations must be initialed.
- f. Under no circumstances may bid forms be retyped or redrafted.
- g. Central Suppliers Database registration number.

3. Compulsory Documents must be submitted with a bid:

- a. An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11,
- b. Financial capacity: A pending approval letter from financial institution (i.e. Bank Letter) will not be considered.

Department reserve a right to verify the authenticity of all supporting document , qualification and information submitted

5. Functionality

- a. Relevant Experience
- b. Financial Capacity
- c. Resource
- d. Methodology
- e. Locality

6. Functionality Evaluation Criteria

- a. The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.
- b. All service providers who score less than minimum functionality score of **70 points** will not be considered for stage 3: proposal.

c. The evaluation criteria are as in **Table 1** below.

The evaluation criteria are as in Table 1 below.

NO	EVALUATION MATRIX	DESCRIPTION	POINTS%	MEANS OF VERIFICATION
1.	Experience	Previous experience of a bidder's similar work Each project completed will be allocated 10 points.	30	Proof of Purchase order / Appointment letter. & Completion certificates / Reference letter / proof of payment for those projects submitted For each project attached as experience must all appear on Annexure A. (NB: To obtain the maximum of 10 points per project, the bidder should submit the combination of the above documents)
2.	Resource	Financial Capacity - Evidence of credit facility of a minimum of R6 million or more with (Aviation) to support that the entity is credit worth and can service its creditors. - Proof of Financial capacity with registered Financial Services Board (FSB) of at least R6 million or more.	20	Evidence of credit facility or Bank balance of at least R6 million with a Registered Financial Institution (company name) or Evidence of access to any legal funding instrument (e.g. Letter of intent)
		Transportation / Fleet Proof of ownership/lease agreement for Aircraft (s) Proof of ownership/lease agreement for vehicles company	15	For Company owned Aircraft /s: Certified copy of Disc/ logbooks Or For leased Aircraft /s: Lease agreement and Certified copy of Disc/logbooks from a lessee's name (Fleet to include at least Two (2) of the following fleet to score the maximum point): - Manned Aircraft - Bakkie 4X4
3	<u>Methodology</u>	The service provider must submit a project specific methodology and should cover all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order over and above the service provider has shown the following:	20	Proposed Implementation Plan = 5 points •Quality control measures = 2 points •Risk management = 3 points •Staff and resource management = 5 point •Stakeholder engagement and relevant approvals = 3 points •List of additional personnel or service providers to ensure quality control

				= 2 points
4.	Locality	Proof of Physical address 1. Office of Bidder outside borders of KZN = 10 pts 2. Office of Bidder within borders of KZN = 15 pts	15	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
* NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 20 points in Experience and maximum points on Resources and Methodology, the bidder will be disqualified.		TOTAL	100%	
		Minimum Points	70	

7. STAGE FOUR: PRESENTATION AND PHYSICAL DEMONSTRATION

- a. Only service providers who score **70 points** on functionality will be considered for presentation and physical demonstration.

TABLE 3: PRESENTATION AND PHYSICAL DEMONSTRATION WILL BE BOTH SCORED 60 POINTS

AREAS	EXECUTION	Points
Survey Methodology	- Type of aircraft/drones used, flight paths, and altitude. - Sensors deployed (multispectral, thermal imaging). - Frequency of surveys and seasonal timing	5
Scope & Coverage	- Geographic areas surveyed (KwaZulu-Natal, Amajuba, etc.). - Types of agricultural activities monitored (crop farming, livestock grazing, forestry). - Provincial breakdown of survey data	5
Data Collection & Processing	- Techniques for capturing imagery and geospatial data. - Software used for analysis (GIS, remote sensing platforms). - Data validation and accuracy checks.	5
Findings & Results	- Land utilization patterns (field crops, horticulture, livestock). - Crop health indicators, yield estimates, and soil condition. - Identification of risks (erosion, invasive species, water stress	5

Economic & Compliance Impact	Contribution to agricultural GDP and employment. - How survey supports PFMA compliance, transparency, and audit readiness. - Cost-benefit analysis of aerial survey vs. traditional ground surveys	5
Technology & Innovation	- Use of AI, machine learning, and predictive analytics. - Integration with national agro-ecological databases. - Potential for smart farming and precision agriculture.	5
Recommendations & Next Steps	- Suggested interventions (training, resource allocation, mechanization). - Phased rollout plan for departmental adoption. - Opportunities for collaboration with research councils and universities	5
Physical Demonstration		20
* NB : Compulsory – if service provider meets the Minimum score of 45 points Threshold, but fails to score a maximum in (Survey Methodology, Scope & Coverage, Data Collection, Processing and Findings & Results) the bidder will not be concerned / suitable.		

- a) The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation.
- b) Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.
- c) Original certification should not be older than three (6) months.
- d) It is the responsibility of the service provider that the document is correctly completed in full, including document involving the third party.
- e) Service provider must ensure that submitted regulatory compliance documents that are in line with the requirement of this bid.
- f) Irrespective that the service provider has done the work with Department of Agriculture or any other organization. All submitted bid documents will be treated independently.

Failure to comply with this requirement shall invalidate the bid submitted.

Department reserve a right to verify the authenticity of all supporting document , qualification and information submitted

ANNEXURE APrevious/Current Experience *(Documents and/or an extended list may be attached for further details)*

	Client Name	Description	Contract Value	Role	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL VALUE					
Signed on behalf of bidder:				Date:	