

**INVITATION TO QUOTE** 

Quotation Number: Q 17 EDTEA 2025/2026

DESCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO IMPLEMENT THE ENHANCING SERVICE EXCELLENCE IN TOURISM PROGRAMME FOR A PERIOD OF SIX MONTHS

Compulsory Briefing Session: APPLICABLE

VENUE	TIME	DATE		
217 BURGER STREET CALDER HOUSE,	10:00AM	10 October 2025		
TOURISM BUILDING. PMB				

Queries relating to the issue of these documents may be addressed to Admin Office Tel. No. (033) 264 2579/2862: e-mail <a href="mailto:bids@kznedtea.gov.za">bids@kznedtea.gov.za</a>

Closing Date: 17 October 2025

Closing Time: 15:00

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

NDLOVU STREET PIETERMARITZBURG

## CONTENTS

SECTION A (PART A: INVITATION TO QUOTE)	3
PART B: TERMS AND CONDITIONS FOR BIDDING	4
SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS	5
SECTION C: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS	6
SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE	7
SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE CORRECT AND UP TO DATE	
SECTION F-G: PRICING SCHEDULE – FIRM PRICES	9
SECTION H: QUOTATION OFFER	12
SECTION I: BIDDER'S DISCLOSURE	13
SECTION J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	15
SECTION: K COMPULSORY OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFIC	ATE 20
SECTION L: QUESTIONNAIRE REPLIES	21
SECTION M: SPECIAL CONDITIONS OF CONTRACT	22
SECTION N: GENERAL CONDITIONS OF CONTRACT	24
SECTION O: AUTHORITY TO SIGN QUOTATION	33
SECTION P: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION	34
ANNEXURE A: TERMS OF REFERENCE (TOR)	35-52
ANNEXURE B:EVALUATION GRID	
ANNEXURE C:CV FORMAT	55
ANNIEVI DE D. STATEMENT OF EVOLUSIVITY AND AVAILADILITY	
A NINEVEIDE ID. CTATEMENT OF EVOLUCIVITY AND AVAILABILITY	

# $$\rm Q$$ 17 EDTEA 2025-2026 SECTION A (PART A: INVITATION TO QUOTE)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EDTEA)									
BID NUMBER:		7 EDTEA 25/26			ober 2025		NG TIME:	15:00	
DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO IMPLEMENT THE ENHANCING SERVICE EXCELLENCE IN TOURISM PROGRAMME FOR A PERIOD OF SIX MONTHS  DESCRIPTION								
BID RESPONSE D	OCU	IMENTS MUST BE	DEPOSITED IN THE BI	D BOX	SITUATED AT (STA	REET ADI	DRESS)		
270 JABU NDLOV	270 JABU NDLOVU STREET, PIETERMARITZBURG								
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:									
CONTACT PERSO	N	Admin Office		CON	TACT PERSON	Ms. Le	rato Mkhize		
TELEPHONE		(022) 264 2570	/2E02			004.26	9 0474		
NUMBER	- ED	(033) 264 2579/	2302		PHONE NUMBER	001 30	9 0474		
FACSIMILE NUMB	EK			FAC	SIMILE NUMBER				
E-MAIL ADDRESS		bids@kznedtea	a.gov.za	E-MA	AIL ADDRESS	Lerato	.mkhize@kznedte	ea.gov.za	
SUPPLIER INFOR		ION							
NAME OF BIDDER	}								
POSTAL ADDRES	S								
STREET ADDRES	S								
TELEPHONE									
NUMBER		CODE		NUMBI	ER				
CELLPHONE NUMBER									
FACSIMILE									
NUMBER		CODE		NUMBI	ER				
E-MAIL ADDRESS									
VAT REGISTRATION	ON								
SUPPLIER		TAX		1	CENTRAL				
COMPLIANCE		COMPLIANCE		OR	SUPPLIER				
STATUS		SYSTEM PIN:			DATABASE No:	MAAA			
ARE YOU T ACCREDITED	HE			ARE	YOU A FOREIGN	BASED			
REPRESENTATIV	E			SUP	PLIER FOR THE	GOODS	□Yes		
IN SOUTH AFRI		□Yes	□No	1		NORKS			
FOR THE GOO		## \/## FN   0.0	5 DD 0 0 51	OFF	ERED?		•	NSWER TH	
/SERVICES /WOR OFFERED?	KS	[IF YES ENCLOS	E PROOFJ				QUESTIONNAIRE	BELOWI	
	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?									
DOES THE ENTIT	DOES THE ENTITY HAVE A BRANCH IN THE RSA?								
DOES THE ENTITY	Y HA	VE A PERMANEN	T ESTABLISHMENT IN T	HE RS	A?			YES NO	
DOES THE ENTITY	Y HA	VE ANY SOURCE	OF INCOME IN THE RS	A?				YES NO	
			ANY FORM OF TAXATI			COICTES	· —	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.									

Page | 3 INITIAL\_\_\_\_

## PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

## 2. TAX COMPLIANCE REQUIREMENTS

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

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

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

Page | 4 INITIAL\_\_\_\_

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

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

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For Quotation Evaluation Purposes	Yes	No	N/A
Prospective Ser Part A	vice Providers MUST complete the f Invitation to BID (SBD 1)	ollowing as per Yes	the QUOTATION Yes	ON document:			
Part B	Terms and Conditions for bidding (SBD 1)	100	Read O	nly			
Section C	Special Instructions regarding completion of bid		Read or	nly			
Section D	Registration on Central Suppliers Database	Read Only					
Section E	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section F - G	Pricing Schedule (SBD 3)	Yes	Yes				
Section H	Quotation Offer	Yes	Yes				
Section I	Bidder's disclosure form (SBD4)	Yes	Yes				
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022.			Yes If Applicable			
Section K	Applicable Compulsory official briefing	Yes	Yes				
Section L	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section M	Special Conditions of Contract		Read	only	1	•	
Section N	General Conditions of Contract		Read	lonly			
Section O	Authority to Sign a BID						
Section P	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference						
Annexure B	Evaluation Grid						
Annexure C	CV Format						
Annexure D	Statement of exclusivity and availability						

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

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

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

## SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
- 2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
- 3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
- 4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.
- 5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)
Number
AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.
AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
DATE:

## **SECTION F: PRICING SCHEDULE - FIRM PRICES**

(PURCHASES)

NOTE:

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

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

			Bid number: Q 1	7 EDTEA 2025/20	26		
Closi	ng Time <b>15:00</b>		Closing date: 17	OCTOBER 2025			
FER T	ΓΟ BE VALID FO	OR 60 DAYS FROM THE CLOSING DA	ATE OF BID.				
TEM No.	QUANTITY	DESCRIPTION	Uni	t Price	Total for each unit		
}							
, ļ							
UB-T	OTAL						
/AT A	Γ 15%						
	TOTAL (BID SINCLUDED)	PRICE IN RSA CURRENCY WITH A	ALL APPLICABLE				
	Required by:						
	At:						
	Brand and mod	el					
	Country of origi	n					
	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

\*Delete if not applicable

Page | 9

levies.

INITIAL\_\_\_\_

## **SECTION G: PRICING SCHEDULE**

(Professional Services)

SBD 3.3

Name of bidder Bid			id number: <b>Q 17 EDTEA 2025/2026</b>						
Closin	ng Time <b>15:00</b>	Closing da	te: 17 OCTOBE	R 2025					
FFER T	O BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF E	ID.							
ITEM No.	DESCRIPTION		BID PRICE IN TAXES INCLU		WITH ALL APPLICABLE				
1. 2.	The accompanying information must be used for the formulation of proposals  Bidders are required to indicate a ceiling price based on the to estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	tal							
<ul><li>3.</li><li>4.</li></ul>	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AN RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF) PERSON AND POSITION	HOU	RLY RATE		AILY RATE				
		R R R							
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT								
		R R							
	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof the expenses incurred must accompany certified invoices.				·				
	IPTION OF EXPENSE TO BE INCURRED		E	QUANTITY	R				

Page | 10 INITIAL\_\_\_\_

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

		<b>Q</b> 1.	LD I L/ LOLO LOLO	
	expenses (specify, for example rate/km and total km, class of			
	l, etc). Only actual costs are recoverable. Proof of the expenses			
	I must accompany certified invoices.	DATE	OLIANITITY	ANAOLINIT
DESCR	IPTION 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 begin on which			
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.			
*:DEL ET	F IF NOT ARRUARIES			
^[DELE I	E IF NOT APPLICABLE]			
A				
Any enqu	iries regarding bidding procedures may be directed to the –			
/INICEDE	NAME AND ADDDESS OF DEDADTMENT/ENTITY			
(IINSEK I	NAME AND ADDRESS OF DEPARTMENT/ENTITY)			
Tel:				
i ei.				
Or for ted	hnical information –			
(INSERT	NAME OF CONTACT PERSON)			
Tel:				

Page | 11 INITIAL\_\_\_\_

## **SECTION H: QUOTATION OFFER**

(To be completed by Bidder)

## **QUOTATION NUMBER: Q 17 EDTEA 2025/2026**

INSPECTION?

18	3.1.1	QUOTATION	PRICE INCLUDING VAT: R			
18	3.1.2	AMOUNT IN	WORDS:			
18	3.1.3	TIME FOR CO	OMPLETION/ DELIVERY:cal	endar months		
	NAME C	OF BIDDER:	SIGNATURE		DATE:	
ſ						
	FOR OF	FICE PURPOS				
			Mark appropriate block with "X"			
	1.	HAVE ANY A	ALTERATIONS BEEN MADE?	YES	NO	
	2.	HAS AN ALT	ERNATIVE BID BEEN SUBMITTED?	YES	NO	
	3.	IF APPLICA	<b>BLE</b> : DID THE BIDDER ATTEND THE OFFICIAL E	BRIEFING SESSION/ C	OMPULSORY SITE	

YES

NO

## **SECTION I: BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

^							
			S C				
Z.							

- 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? <b>YES/NO</b>
	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:

Page | 13 INITIAL\_\_\_\_

<sup>1</sup> 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 consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

Page | 14 INITIAL\_\_\_

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of quotation invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents to be submitted to claim points				
Preference Goal 2							
Geographical Location (KZN BASED)	20		Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from ward councilor/lease agreement/account statement and CIPC certificate				
<b>Total Points</b>			1				

4.3.	TYPE	ΩF	COMPANY/	FIRM
4.J.	IIII	OΓ	COME AN 17	

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

State Owned Company

[TICK APPLICABLE BOX]

- 4.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form:
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct:
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct:
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram*

IN	$\Gamma$	Δ1	Γ	
LIN		$\rightarrow$	,	

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:										

18 INITIAL\_\_\_\_

## OWNERSHIP DEMOGRAPHIC SCHEDULE

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

NO.		% AFRICAN		% COLOURED		% INDIAN		% WHITE		%	%	% CO-	%
	ID NUMBER	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	YOUT H	DISABLE D	OPERATIV E	OTHER (Specify)
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TOTAL													

19 INITIAL\_\_\_\_



## SECTION: K OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE APPLICABLE COMPULSORY BRIEFING

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

Bid No: Q 17 EDTEA 2025/2026

Service: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO IMPLEMENT THE ENHANCING SERVICE EXCELLENCE IN TOURISM PROGRAMME FOR A PERIOD OF SIX MONTHS

<u>Venue:</u>	<u>Date:</u>	Time:
217 BURGER STREET, CALDER HOUSE, TOURISM BUILDING	10 October 2025	10H00am
THIS IS TO CERTIFY THAT (NAME)(DAT ATTENDED THE OFFCIAL BRIEFING ON(DAT THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE	E)AND IS THEREFORE FA	
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE (PRINT NAME)		
DATE:		
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE (PRINT NAME)		
DEPARTMENTAL STAMP: (OPTIONAL)		
DATE:		

## **SECTION L: QUESTIONNAIRE REPLIES**

SIG	NATURE	OF BI	DDER	••••				DAT							
	·		·	·											
11.	at all					·······································		·			ı <del>c</del> u di	iu, ii 180	quii <del>c</del> u, I	iishe(	ol <del>o</del> u !
11	What are	a tha n	ames and	addresse	s of the	factories	where the	ahoode	will he m	nanufactu	rad a	nd ifre	nuired i	nene	cted?
10.															
9.	What		ilities			the		•			macl	hine/go	ods	offe	ered?
8.	Where is	s stock	held?												
7.	What is		•		•	carried in				•	ar make	and m	odel of	macl	nine?
						s?								,	
6.						ly in the P					machine	e/goods	as offe	red by	y you
5.	-			•		he RSA					the g	joods	offered	by	you?
4.	Is the ed	quipme	nt guarant	eed for a	minimu	m period o	of five mo	onths?							
3.	How will	delive	ry be affec	cted?											
2.	Is the de	elivery <sub>l</sub>	period stat	ted firm?											
1.	Are the	prices/i	rates quot	ed firm? .											

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

\_\_INITIAL\_\_\_\_

## SECTION M: SPECIAL CONDITIONS OF CONTRACT

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

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

## 1. CONTRACT PERIOD

1.1 06 months from signing of Service Level Agreement

## 2. EVALUATION CRITERIA

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

## 2.1 Step 1 - Administrative Compliance

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

The following documentation must be submitted:

CRITERIA				NO	REMARKS
SECTION A	PART A	INVITATION TO BID (SBD 1)	Х		
	PART B	TERMS AND CONDITIONS FOR BIDDING	Χ		
		(SBD 1)			
SECTION B		LIST OF RETURNABLE AND COMPULSORY	Χ		
		DOCUMENTS			
SECTION C		SPECIAL INSTRUCTIONS REGARDING			Read only
		COMPLETION OF BID			
SECTION D		REGISTRATION ON CENTRAL SUPPLIERS	Χ		
		DATABASE			
SECTION E		DECLARATION THAT INFORMATION ON	Χ		
		CENTRAL SUPPLIERS			
SECTION F		PRICING SCHEDULE (SBD 3.1)	Χ		
SECTION G		PRICING SCHEDULE (SBD 3.3)	Х		
SECTION H		BID OFFER			
SECTION I		BIDDER'S DISCLOSURE (SBD 4)	Х		
SECTION J		PREFERENCE POINTS CLAIM FORM (SBD	Χ		
		6.1)			
SECTION K		COMPULSORY BRIEFING SESSION	Χ		
SECTION L		QUESTIONNAIRES REPLIES	Χ		
SECTION M		SPECIAL CONDITIONS OF CONTRACT	Χ		
SECTION N		GENERAL CONDITIONS OF CONTRACT			Read only
SECTION O		AUTHORITY TO SIGN THE BID	Χ		
SECTION P		SCHEDULE VARIATION FROM GOODS OR			If applicable
		SERVICES INFORMATION			
Professional body		Proof of valid accreditation letter to be	X		
accreditation		attached			
(For the company					
CATHSSETA or Services					
SETA)					
Professional	body	Proof of valid registration letter to be	Х		
registration		attached			
rogiotration		1			

(for Skills Development			
Facilitator, ETDP SETA			
and CATHSSETA or			
Services SETA)			
Professional body	Proof of valid registration letter to be	Х	
registration	attached		
(for Assessor,			
CATHSSETA or Services			
SETA)			

## 2.2 Step 2- Functionality

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

## 2.3 Step 3 - Preferential Point Evaluation

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

Specific goals	Documents required to determine specific goals respectively
Preference Goal 2- RDP	
Geographical location	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from ward councilor/lease agreement/account statement and CIPC certificate

## 2.4 Step 4 - Price negotiation

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

\_ INITIAL\_\_\_\_

## SECTION N: GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, guarantine 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

INITI	ΛT
IINLL	AL

materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

#### 3. General

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

#### 4. Standards

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information

- mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

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

## 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- v) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- vi) a cashier's or certified cheque
- vii) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

#### 9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

#### 11. Insurance

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

## 12. Transportation

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

#### 13. Incidental Services

- 1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 14. Spare parts

- 1.As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 5.If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

- 1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 4. Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

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

## 18. Contract amendments

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

#### 19. Assignment

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

#### 20. Subcontracts

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

## 21. Delays in the supplier's performance

- 1.Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 2.If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 3.No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 4.The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 5.Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 6.Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

- 1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and

IN	ITI	AI.	

the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
  - (v) These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

## 25. Force Majeure

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

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

#### 26. Termination for insolvency

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

## 27. Settlement of Disputes

- 1.If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 2.lf, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## 28. Limitation of liability

- 1.Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

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

## 30. Applicable law

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

## 31. Notices

- 1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## 32. Taxes and duties

- 1.A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 2.A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 3.No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## 33. National Industrial Participation (NIP) Programme

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

## 34. Prohibition of Restrictive practices

- 1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

INITIAL\_\_\_\_

## **SECTION O: AUTHORITY TO SIGN QUOTATION**

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

#### Note:

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

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

\_ INITIAL\_\_\_\_

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

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

SECTION	PAGE	VARIATION: CLAUSE OR ITEM

IGNATURE OF BI ATE:	

\_ INITIAL\_\_\_\_ 34

## ANNEXURE A: TERMS OF REFERENCE (TOR)

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO IMPLEMENT THE ENHANCING SERVICE EXCELLENCE IN TOURISM PROGRAMME FOR A PERIOD OF SIX MONTHS

\_ INITIAL\_\_\_\_

35

## 1. Definitions of Acronyms/Glossary

ESETP	Enhancing Service Excellence in Tourism Programme	
EDTEA	Economic Development, Tourism and Environmental Affairs	
KZN	KwaZulu - Natal	
TD	Tourism Development	
SE	Service Excellence	
CBT	Community Based Tourism	
SMMEs	Small, Medium, Micro, Enterprises	
NTSES	National Tourism Service Excellence Strategy	
TRERS	Township and Rural Economies Revitalization Strategy	
NTSS	National Tourism Sector Strategy	
PSC	Project Steering Committee	
SP	Service Provider	
SCM	Supply Chain Management	
SLA	Service Level Agreement	
TOR	Terms of Reference	
B-BBEE	Broad Based Black Economic Empowerment	
KZNTMP	KwaZulu-Natal Tourism Master Plan	
LE	Large Enterprise	
QSE	Qualifying Small Enterprises	
SOP	Standard Operating Procedure	
USB	Universal Serial Bus	

## **DEFINITIONS**

"Enhancing Service Excellence in Tourism Programme" – a programme initiated by KZN EDTEA to improve the quality of services and customer care while fostering a culture of service excellence within the tourism sector in order to enhance visitor experience.

"Community Tourism Organizations" - an independent organization that is responsible for the promotion of tourism establishments and tourism operators within a local area.

"Community Based Tourism" - tourism that ensures that local communities have full ownership and management of the tourism experience, so that the economic benefits of tourism stay within their community.

#### 2. Departmental and Programme Overview

The tourism industry faces intense competition, with customer expectations rising. Service Excellence is crucial for destinations and tourism businesses need to stand out, drive loyalty in order foster sustainable growth. The Service Excellence frame work states that tourism is one of the country's most significant industries contributing massively to direct and indirect jobs creation, therefore if the industry is to grow the level of service excellence has to grow as well. Skills development for tourism employees needs to be ongoing as the market is forever changing. The National Tourism Service Excellence Strategy (2010) has identified numerous challenges that are facing the tourism sector such as a general culture of poor service and the identification of critical lack of skills such as communication, customer and guest relations.

Overall it has been stated that the current state of customer service delivery within the country is in consistent, with visitors experiencing extremes from poor to excellent service. The Service Excellence and Capacity Building unit conducts tourism business inspections and service excellence spot checks on a quarterly basis. The data collected during these engagements reveal major service excellence and customer service training gaps within the hospitality sector.

The Transformation Strategy for the Tourism Sector (TSTS 2018) highlights the significance of transformation through skills development as being slow and the necessity to develop suitable learning programmes to educate and empower previously disadvantaged communities to become professional candidates. The provision of quality services and skills development is essential for tourism enterprises to become successful hence one of the main actions of transformation in the tourism sector requires additional support. The Enhancing Service Excellence in Tourism Programme (ESETP) aims to improve the quality of services rendered to visitors, increase customer satisfaction in the tourism sector in order to enhance the overall experience of the visitors.

The ESETP will focus on employee training, process improvement, and technology integration to drive excellence, as well as providing some clear insights into the significance of managing customer experience which can contribute to customer satisfaction as well as enhancing a business's competitive advantage. The National Tourism Sector Strategy (NTSS) states the significance of people development, which includes training in order to produce the required sector skills particularly entrepreneurial skills and ensure the support of community-based tourism. To maintain high customer satisfaction and enhance the reputation of accommodation establishments, it is essential to equip frontline staff with the necessary skills to deliver exceptional service. This programme aims to enhance professionalism, improve guest interactions, and promote high service standards across all accommodation establishments.

#### 3. Purpose of the TOR

The purpose of these Terms of Reference (TOR) is to seek proposals from experienced Service Providers to provide training to hospitality frontline staff and housekeeping with a bias towards rural and townships areas in KZN Ezemvelo Wildlife and Umsinsi facilities. The programme will incorporate the training, upskilling and re-skilling of workers within the hospitality sector with particular focus on service excellence and customer care.

#### 4. Project Objectives

The objectives of the programme are to:

- **Improve Service Delivery** Enhance the quality of services provided by frontline staff in the tourism sector, ensuring that visitors receive exceptional experiences and that complaints are managed timeously.
- Increase Customer Satisfaction Equip frontline staff with the skills and knowledge they need to meet and exceed customer expectations, leading to increased satisfaction and loyalty.
- Customer Insight Equip frontline and housekeeping staff with the skills to gather and analyse data to gain a deeper understanding of customer's needs, preferences, behaviours and motivations and utilise that to inform business decisions, drive innovation and improve customer experience.
- **Enhance Destination Image** Foster a positive and welcoming image of the destination, enhancing its reputation and attractiveness to visitors.
- Develop Skills and Knowledge Provide frontline and housekeeping staff with the necessary skills and knowledge to deliver exceptional customer service, including cultural awareness, communication, and problem-solving skills.
- Foster Collaboration and Knowledge-Sharing Encourage collaboration and knowledge-sharing among frontline staff, tourism establishments, and industry stakeholders, promoting best practices and continuous improvement.
- Enhance Cultural Awareness and Sensitivity Educate frontline and housekeeping staff on the cultural nuances and sensitivities of diverse visitor groups, ensuring respectful and inclusive service delivery.

The objectives of the programme are to ensure that the identified businesses are trained in the following areas:

- Customer care
- Housekeeping
- Complaints management
- Cultural awareness and diversity sensitivity.
- Problem solving and service recovery techniques.

INITIAL

- Tourism and destination knowledge
- Professionalism, grooming, and ethical behaviour.
- Improve team work and coordination among hotel staff.
- Improve technology and digital skills.
- Promote sustainability and responsible hospitality practices.

# 4.1 Overall Objectives

The overall objective of this contract is to secure the services of a suitable, experienced and accredited service provider to train and ensure that tourism sector front line and housekeeping staff have the required skills to deal with visitors, improve the quality of service and customer satisfaction in the tourism sector while enhancing the overall experience of the visitors. The service provider must be able to drive the enhancement of technology integration in the tourism sector, whilst creating a culture of service excellence within the tourism sector in KwaZulu-Natal. The service provider must have relevant tourism qualifications, be accredited and registered with relevant Sector Education and Training Authorities (SETA) and the relevant experience in providing the same training. The service provider must also have completed an accredited skills development facilitator (SDF) course and have an understanding of the Skills Development Act and SETA framework. Upon completion of the training, participants must be issued with an accredited certificates.

#### 4.2 Key Output

#### 4.2.1 Customer Service

- Understanding guest expectations and needs
- Effective communication and active listening
- Handling complaints and difficult situations professionally
- Creating personalized and memorable guest experiences

# 4.2.2 Housekeeping Training

- Cleaning procedures
- Laundry and Linen handling
- Room setup and turnover
- Time management and organization
- Respect for privacy and personal space

#### 4.2.3 Cultural Awareness and Sensitivity

Training on diverse cultural, customs, and traditions

- Learning how to interact with international guests
- Adapting services to different cultural preferences
- Adapting services to people living with disabilities and other special needs

#### 4.2.4 Tourism and Destination Knowledge

- In-depth knowledge of local attractions, history and culture
- Recommending places to visit, activities and dining options
- Sustainable tourism practices

#### 4.2.5 Professionalism and Ethics

- Grooming, etiquette, and professional behaviour
- Ethical decision-making in tourism services
- Confidentiality and respect for guest's privacy

#### 4.2.6 Technology and Digital Skills

- Using different reservations systems
- Managing online customer reviews feedback
- Social media and digital marketing for tourism

#### 4.2.7 Sustainable Tourism and Environmental Responsibility

- Eco-friendly hospitality practices
- Promoting responsible tourism behaviours
- Reducing waste and energy consumption in tourism businesses

# 5 Scope of Work

#### 5.1 Project Inception

Development of an Inception Report that clearly reflects understanding of the brief and further detail the scope of work and the methodology, approach and timeline to be followed in Enhancing Service Excellence in Tourism Programme.

The inception report will serve as a discussion document that will serve as a basis on which a detailed approach on the project is agreed. The report is to be presented three weeks after the signing of the Service Level Agreement (SLA).

#### 5.2 Phase One

> The qualifying service provider must design a structured training curriculum, tailored for hospitality

- personnel and customise training for different sections of the hospitality, such as front line, housekeeping and food beverages.
- Conduct interactive and practical training sessions of the identified businesses within KZN Ezemvelo Wildlife and Msinsi Holdings premises.
- > Provide catering for training sessions.
- Prepare training materials including manuals and case studies.
- Conduct practical training on both customer care and housekeeping.
- > Prepare standard operating procedure (SPO) that will ensure consistency, quality and professionalism.

#### 5.3 Phase Two

Provide training and learning materials for the training and train in the following areas:

- Customer care
- Housekeeping
- Complaints management
- Cultural awareness and diversity sensitivity.
- Problem solving and service recovery techniques.
- > Tourism and destination knowledge
- Professionalism, grooming, and ethical behaviour.
- Improve team work and coordination among hotel staff.
- Improve technology and digital skills.
- Promote sustainability and responsible hospitality practices.

#### 5.4 Phase Three - Reporting

The close out report should be submitted with the following documents:

- Conduct Project steering committee meetings on a monthly basis
- > Provide monthly report to the department.
- Three hard copies of training manuals in colour.
- ➤ Report of the training with Power Point presentations including attendance registers with recommendations on future trainings. One electronic copy on a USB of the Enhancing Service Excellence in Tourism Programme manual.
- One electronic copy on a Universal Serial Bus (USB) of a generic Power Point presentation of the findings and observations made during training, with recommendations.
- Accredited Certificates for participants to be handed to attendees at the end of the training.
- ➤ Provide standard operating procedure (SOP) that will ensure consistency, quality and professionalism in service delivery after the training has been completed.

#### 5.5 Specific Deliverables

- Customer care
- > Housekeeping
- Complaints management
- Cultural awareness and diversity sensitivity
- Problem solving and service recovery techniques
- > Tourism and destination knowledge
- Professionalism, grooming, and ethical behaviour
- Improve team work and coordination among hotel staff
- Improve technology and digital skills
- > Promote sustainability and responsible hospitality practices

#### 5.6 Specific Tasks and Activities

The successful accredited service provider would be expected to carry out the training in the module sequence:

#### **Module One**

Customer care

#### **Module Two**

Housekeeping

#### **Module Three**

Complaints management

#### **Module Four**

Cultural awareness and diversity sensitivity

#### **Module Five**

Problem solving and service recovery techniques

## **Module Six**

Tourism and destination knowledge

#### Module Seven

Professionalism, grooming, and ethical behaviour

#### **Module Eight**

Improve team work and coordination among hotel staff

#### **Module Nine**

Improve technology and digital skills.

# **Module Ten**

Promote sustainability and responsible hospitality practices.

The service provide is allowed to add any module that will further enhance the programme and help the department achieve its goal.

#### 5.7 Duration and Phasing

(Project duration is Six months)

#### 6 Team Composition

#### (Team leader- Project Manager, Facilitator and Assessor).

The project team should be composed of the following individuals with the relevant qualifications, skill and experience in similar projects.

#### 6.1 Key Expert 1: Project Manager

Required qualifications, skills and experience:

- Degree in Business Management, Project Management or equivalent
- Proven track record in management or coordinating projects.
- Must have a minimum of 3-5 or more years' experience in project management
- Experience in the tourism sector will be a major consideration.
- Ability to inspire, guide, and motivate a team.
- Conflict resolution and performance management.
- Ability to define scope, deliverables, timelines, and milestones.
- Ability to track expenses and ensure cost-effective decisions.

#### 6.2 Key Expert 2: Skills development facilitator

Required qualification, skills and experience:

- Degree in Tourism Management or Equivalent
- Must have at at least 3-5 or more years experience in Education and Training
- Must have completed an accredited skills development facilitator (SDF) course and must be registered with CATHSSETA or Services SETA in the tourism and hospitality field.
- Have an understanding of the skills development Act and SETA framework.
- Facilitator must be a subject matter expect in service excellence and customer care and throghout understanding of the tourism and hospitality sector.
- Relevant professional experience in facilitating with 3 5 or more years of experience.
- Must have excellent verbal and written communication skills
- Must be fluent in English and IsiZulu

43

 People management skills, on-site training, interpersonal skills, service delivery, time management and report writing.

INITIAL

#### 6.3 Key Expert 3: Assessor

Required qualification, skills and experience:

- A Degree in Tourism Management or Equivalent
- Must have completed the assessor course, accredited by the ETDP SETA (Education, Training and Development Practises Sector Education and Training Authority) and CATHSSETA or Services SETA.
- Must have at least 3-5 or more years experience as an assessor
- Must have excellent verbal and written communication skills
- Attention to detail and ability to provide constructive feedback.
- Training, monitoring and evaluation.

#### 6.4 The Structure and Composition of the Team:

The structure and composition of the team, must clearly outline the main disciplines/ specialist of the project and the key personnel responsible for each specialty.

Refer to the attached Annexure B and Annexure C for CV's standard format and statement of Exclusivity for key experts.

## 6.5 CV's of Key Personnel:

CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

Note: Skills and Experience (Key Experts and other Consultants)

 Copies of qualifications must be submitted for verification purposes if uncertified copies are requested EDTEA reserves the rights to request originals of qualifications when necessary.

## 7. ENTERPRISE EXPERIENCE AND CREDENTIALS

Provide a list of projects undertaken by the company in the table below.

- To validate experience indicated hereunder, bidders must provide 1 5 or more reference letters/purchase orders and or award letters from current and or previous clients.
- The bidder must be credited with CATHSSETA or Services SETA and proof must be submitted.

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

Name of the Institution	Project Name	Project Description	Contact Person

#### 8. REPORTING REQUIREMENTS

#### **Progress Reports**

Development of an Inception Report that clearly reflects understanding of the brief and further detail the scope of work and the methodology, approach and timeline to be followed in implementing the Enhancing Service Excellence in Tourism Programme.

The inception report will serve as a discussion document that will serve as a basis on which a detailed approach on the project is agreed. The report should also focus on the operational, statistical, behavioural economic issues, and sector-situation analysis. Submit a training schedule together with clustering information as it relates to municipalities.

#### **Financial Reporting and Outcomes Based Reports**

Three hard copies of training manuals in color. Report of the training with Power Point presentations including attendance registers with recommendations on future trainings. One electronic copy on a USB of Enhancing Service Excellence in Tourism Programme and report one electronic copy on a USB of a generic Power Point presentation of the findings and observations made during training with recommendations. Certificates of participation for participants to be handed to attendees at the end of the training.

The service provider is required to report to the **Project Manager: Tourism Development (Service excellence and capacity building unit): Ms. Lerato Mkhize** on progress of the project within the stipulated timeframes.

The service provider must provide the **Project Manager: Tourism Development (Service excellence and capacity building unit): Ms. Lerato Mkhize** with a project implementation plan/schedule indicating time frames, processes of implementation and provide monthly reports on deliverables that shall have been achieved.

The **Tourism Development Unit** will evaluate each phase before any payment is approved. These phases must be reflected in the project implementation plan/schedule and must be allocated cost so that they could be built-in into the Service Level Agreement. The process will be informed and jointly managed by the **Tourism Development Unit**. The final report should be presented to the **Project Manager: Tourism Development** (Service excellence and capacity building unit): Ms.Lerato Mkhize.

INITIAL

All meetings are to be arranged by the Project Manager and or Service Provider who is expected to keep a record of such meetings and to deliver the records (Minutes) of a meeting within 5 working days of it having taken place. These meetings will be held at the offices of the Department of Economic Development unless indicated otherwise. Failure to comply with the conditions may result in termination of the contract.

At the discretion of the Department of Economic Development, Tourism and environmental Affairs, unscheduled meetings may be held while the project is in progress and on conclusion of the project with key stakeholders who will be identified by Project Manager: Project Manager: Tourism Development (Service excellence and capacity building unit): Ms. Lerato Mkhize- KwaZulu-Natal Department of Economic Development and Tourism. Contact: 083 447 0958. E-mail: lerato.mkhize@kznedtea.gov.za

#### 9. BID REQUIREMENTS

#### 9.1. Price Breakdown

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

Item No.	Description of Service	Price per month
1.	Training manual	R
2.	Stationery for participants	R
3.	Tea and lunch	R
4.	Transport	R
5.	Accomodation	R
6.	If there is any additional please add	R
Total amount(excluding Vat		R
Vat ( for Vat Vendor)		R
Grand Total		R

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

# 10 EVALUATION PROCESS

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

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

# PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

Professional body accreditation (For the company CATHSSE <i>TA or Services</i> SETA)	Proof of valid accreditation letter to be attached
Professional body registration (for Skills Development Facilitator, ETDP SETA and CATHSSETA or Services SETA)	Proof of valid registration letter to be attached
Professional body registration (for Assessor, CATHSSETA or Services SETA)	Proof of valid registration letter to be attached
Compulsory briefing session	Attach official briefing session/ site inspection certificate
CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed

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

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

# 10.2 Phase 2: Functionality requirements

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

# **10.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:**

No	Evaluation Criteria	Guidelines	Maximum
			Points
1	Methodology, Strategy and	The service provider should demonstrate adherence to	30
	Approach	the Terms of Reference (TOR) by elaborating on the	
		services required, and demonstrating whether their	
		proposed process meets the requirements.	
		How does the bidder envisage undertaking this project?	
		The bidder should set out a concise and clear plan of	
		approach and method to be adopted for the project	
		identifying possible challenges and methods on	
		overcoming same.	
2	Experience of Company in	The Bidder must attach the evidence or proof	50
	execution & management of	demonstrating details of the actual work, in the industry.	
	projects of a similar nature.		

		1 - 5 or more detailed references/purchase orders and or award letters from clients detailing the actual work completed relating to similar projects. In relation to reference letters, it must be in a company's letterhead and must include the company name, Contactable	
3	Key Experts Qualifications, Skills and Experience	references and contact numbers.  Expertise, experience / qualifications of Team leader, and support personnel to be assigned to the contract.  Provide CV detailing experience and copies of qualifications of all key experts required.	30
	Overall Score Total		110

#### 10.3 Phase 3: Price and Preference

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

#### 5. 10.3.1 POINTS AWARDED FOR SPECIFIC GOALS

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

Specific goals for the tender and points to be claimed are indicated in the table below: (choose applicable and allocate points and delete whichever is not applicable)

Specific goals	Direct Preference Points (80/20)	Documents required to determine
		specific goals respectively

50 INITIAL

Preference Goal 2- RDP		
Geographical Location	20	Completed SBD 6.1, Completed ownership
(KZN based)		demographic form,
		Utility bill letter/ letter from the ward
		councilor / lease agreement/ Account
		statement and CIPC certificate.
Total Points for development	20	
Objectives		

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

# 10.4 Phase 4 Final Award, Negotiation

51

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

# ANNEXURE B Evaluation Grid To be completed for tender by each evaluator

Criterion	WEIGH	Maxim	Initial assessment
		um Points	
Methodology, Strategy and		(30)	
Approach (20)			
Methodology (20)			
Methodology with clear	Good	30	
demonstration on how the proposed method and plan will meet the requirements of the project		points	
Methodology with some indication on	Fair	18	
how the proposed method will meet the requirements of the project		points	
Methodology- does not show how their proposal will meet the	Poor	0	
requirements of the project			
Experience of company in		(50)	
execution and management of			
projects of a similar nature and bidders must provide reference			
letters.			
5+ reference letters / award letters /	Very	50	
purchase orders	Good	points	
3-4 reference letters / award letters /	Good	45	
purchase orders	F-:-	points	
1-2 reference letters / award letters / purchase orders	Fair	30 points	
No reference letter /award letters /	Poor	0	
purchase orders			
Project Team skills and experience		(30)	
Team Leader-Key Expert 1: Qualification and experience		(10)	
Qualification (5)			
Degree (Business Management,	Good	5	
Project Management or equivalent	D	points	
No Qualification	Poor	0	
Relevant Experience (5) 5+ years' experience	Good	5	
31 years experience		points	
3 -4 years' experience	Fair	3 points	
Less than 3 years' experience	Poor	0	
Key expert 2: Qualification and experience		(10)	
Qualification (5)			

Degree Relevant qualification in Tourism Management	Good	5 points				
No Qualification	Poor	0				
Relevant Experience (5)						
5+ years' experience	Good	5 points				
3-4 years' experience	Fair	3 points				
Less than 3 years' experience or no experience	Poor	0				
Key Expert 3: Qualification and experience		(10)				
Qualification (5)						
Degree Relevant qualification in Tourism Management	Good	5 points				
No Qualification	Poor	0				
Relevant Experience (5)						
5+ years' experience	Good	5 points				
3-4 years' experience	Fair	3 points				
Less than 3 years' experience or no experience	Poor	0				
Total Evaluation Score		110				
Minimum passing score		60%				
Evaluation performed by:						
Name						
Signature						
Date						
Comments						
Strengths						

\_ INITIAL\_\_\_\_

Weaknesses

## **ANNEXURE C: CV FORMAT**

Prop	RICULUM VITAE max 3 osed role in the project Surname:	. •						
2.	First names:							
3.	Date of birth:							
4.	Nationality:							
5.	Civil status:							
6.	Education:							
	Institution [Date from - Date to]			Qualification obtained:				
7.	Language skills: Indi	cate compe	tence on a sca	le of 1 to	5 (1 - excel	llent; 5 basio	c)	
	Language		Read		Speak		Write	
8.	Membership of profes	ssional bodi	es: -					
9.	Other skills: (e.g. Con	nputer litera	icy, etc.)					
10.	Present position:							
11.	Years within the firm:							
12.	Key qualifications: (R	elevant to t	he project)					
13.	Professional Experier	псе						
Date	e from -Date to	Location	Company	Pos	ition	Descriptetc.	tion of proje	cts/responsibilitie

\_ INITIAL\_\_\_\_

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

# ANNEXURE D: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability Tender ref:						
I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.						
From	To					
By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this						
tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures						
and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs. Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date						
of my services for reasons other than ill-health or <i>force majeure</i> , I may be subject to exclusion from other tender						
procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental						
Affairs and that the notification of award of contract to the tenderer may be rendered null and void.						
Name						
Signature						
Date						