

INVITATION TO BID

PART A

BID NUMBER:	NDT0001/22	CLOSING DATE:	18 NOVEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS TO MANAGE THE IMPLEMENTATION OF THE HOSPITALITY YOUTH PROGRAMME ON FOOD AND BEVERAGES IN THE SIX (6) PROVINCES (KZN, GP, FS, NW, LP & MP) FOR 660 UNEMPLOYED AND RETRENCHED SOUTH AFRICAN YOUTH.				
BID RESPONSE DOCUMENTS MAY BE HAND DELIVERED TO					
17 TREVENNA STREET					
DEPARTMENT OF TOURISM					
TOURISM HOUSE					
SUNNYSIDE, PRETORIA, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Nice Baloi		CONTACT PERSON	Ms Patience Molokoza	
TELEPHONE NUMBER	012 444 - 6744		TELEPHONE NUMBER	012 444 – 6636	
E-MAIL ADDRESS	nbaloj@tourism.gov.za		E-MAIL ADDRESS	pmolokoza@tourism.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

TERMS AND CONDITIONS FOR BIDDING

PART B

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE 80 / 20 PREFERENTIAL POINT SYSTEM WILL BE APPLIED.
1.4. THE BID IS VALID FOR A PERIOD OF HUNDRED AND TWENTY (120) DAYS FROM THE DATE OF ADVERTISEMENT.
1.5. THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD
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 <u>WWW.SARS.GOV.ZA</u> .

- 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. JOINT VENTURES SHOULD SUBMIT CONSOLIDATED B-BBEE CERTIFICATES / SWORN AFFIDAVITS.
- 2.6 WHERE NO TCS 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.”

3. THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA) SUPPLIER NOTICE

3.1 THE DEPARTMENT RESPECTS YOUR PRIVACY AND ACKNOWLEDGES THAT YOUR DOCUMENTS WILL CONTAIN PERSONAL INFORMATION WHICH MAY BELONG TO YOU OR OTHERS. BY SUBMITTING YOUR DOCUMENTS, YOU GIVE THE DEPARTMENT CONSENT TO PROCESS INFORMATION IN ACCORDANCE WITH POPIA. THE DEPARTMENT MAY DISCLOSE PERSONAL INFORMATION IF REQUIRED BY THE LAW ENFORCEMENT AGENCIES AND OTHER PARTIES WHO PROVIDE THE DEPARTMENT WITH RELEVANT / REQUIRED SERVICES. THE DEPARTMENT WILL AUTHORISE ACCESS TO PERSONAL INFORMATION ONLY TO EMPLOYEES WHO REQUIRE THE INFORMATION TO EXECUTE THEIR WORK-RELATED RESPONSIBILITIES. THE DEPARTMENT WILL ACHIEVE YOUR PERSONAL INFORMATION IN LINE WITH THE APPLICABLE LAWS.

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

SIGNATURE OF BIDDER: _____

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

DATE: _____

1. BACKGROUND AND RATIONALE

The COVID-19 pandemic has decimated the tourism sector. It has caused the closures of businesses, the stoppage of tourism outputs, and the disruption to global industries and their supply networks. Furthermore, the pandemic posed a great challenge for the economy of South Africa with thousands of citizens continuing to lose their jobs and companies closing down.

To assist the government in addressing the said challenges, the Department through the Working for Tourism Programme is committed to provide skills training to unemployed and retrenched youth. The objective is to ensure that there are high skills sets within the hospitality sub-sector and the tourism sector respectively. One of the programmes identified is the delivery of Food and Beverage Training Programme. The Food and Beverage initiative would enable the target group to acquire skills, earn a stipend as a source of temporary salary and provide for their families while contributing to community development. Through the training and placement of retrenched youth with potential or former employers, companies within the subsector will be provided with staff that are qualified.

The training covers theory and workplace training which lead to the attainment of full qualification for Trades and Occupations (National Certificate of Food & Beverage: 14113; NQF 4: 133 credits) accredited by Culture Arts Tourism Hospitality Sports Sector Education and Training Authority (CATHSSETA) per province.

2. SCOPE AND DEFINITION OF WORK

2.1 A total number of 660 unemployed and retrenched South African youth will be trained in the Food and Beverage Programme.

TRAINING PROGRAMME AND NUMBER OF LEARNERS

PROVINCE	NUMBER OF LEARNERS	QUALIFICATION
Free State	100	(National Certificate of Food & Beverage Services: 14113: NQF4: 133 credits)
Kwa-Zulu Natal	140	(National Certificate of Food & Beverage Services: 14113: NQF4: 133 credits)
Gauteng	120	(National Certificate of Food & Beverage Services: 14113: NQF4: 133 credits)
North West	100	(National Certificate of Food & Beverage Services: 14113: NQF4: 133 credits)
Limpopo	100	(National Certificate of Food & Beverage Services: 14113: NQF4: 133 credits)
Mpumalanga	100	(National Certificate of Food &

		Beverage Services: 14113: NQF4: 133 credits)
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2.2 The successful bidders shall be expected to carry out the following tasks and responsibilities:

- Recruitment and selection of the unemployed and retrenched South African youth in consultation with the Department of Tourism and the relevant Provincial tourism stakeholders;
- Conduct 30% theoretical learning and ensure 70% work placement of learners in the sites that are compliant to COVID-19 protocols as per revised sector guidelines;
- Provide Covid-19 training protocols;
- Develop a portfolio of delivery models tailored to the particular needs of students including class room learning;
- Commit to achieving learning outcomes that offer face-to-face courses;
- Offer support structures adapted to the needs of learners with COVID-19 protocols in mind;
- Fully commit to provide a strategic learning as a priority to ensure lasting impact and make provision for blended learning where necessary to ensure that training continues despite any national disruptions during implementation;
- Conduct induction of learners and host mentors prior commencement of the training;
- Administer the payment of stipends to participants who are actively engaged in the programme as evidenced by accurate and valid attendance registers;
- Submit original signed attendance registers monthly to the department aligned to the processed payment of stipend;
- Facilitate procurement of goods and services and must promote fairness, competition and value for money; compliant to legislative frameworks/governing prescripts (to be inducted prior training commencement);
- Facilitate the procurement of training venues, including graduation ceremonies;
- Process claims supported with valid evidence;
- Process project tranches based on progress performance report;
- Facilitate the procurement of learner uniform for practicals and should include 1 long sleeve and short sleeve white chef jackets, 1 long sleeve and short sleeve shirts, 1 pair of safety shoes, 2 aprons (1 half and full) and 1 bag pack). The uniform should be branded with EPWP and departmental logo, quality of samples approved by the department prior procurement. (NB: Only the 100% local production and content of clothing and footwear from local raw material will be considered);

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- Establish the Project Advisory Committee (PAC) and facilitate virtual and physical bi-monthly progress meetings with the identified stakeholders;
- Submit monthly and quarterly reports to the Department;
- Register and administer payment of UIF and COIDA for the learners;
- Register learners with CATHSSETA and upload learners in the SETA database;
- Comply with CATHSSETA and the Department of Labour on learnership requirements;
- Process monthly payment of learner stipends at daily rate of R150.00 per learner/per day for 22 days including public holidays where applicable; and
- Ensure that a minimum of 80% of retrenched and unemployed youth are permanently employed.

NO	SERVICE DESCRIPTION	QUANTITY
1.	TO IMPLEMENT THE HOSPITALITY TRAINING PROGRAMME ON FOOD AND BEVERAGES IN THE SIX (6) PROVINCES FOR 660 UNEMPLOYED AND RETRENCHED SOUTH AFRICAN YOUTH OVERALL DELIVERABLES • Training of 660 unemployed/retrenched South African youth over a 12-months period in the six provinces, including mentorship component; • Develop a portfolio of evidence tailored to the particular needs of learners to be enrolled; • Develop a Food and Beverage Programme that will offer NQF Level 4 certification and aligned to CATHSSETA; • Provide experiential work placement at a variety of establishments for all 660 learners; • Provide theory and practical work experience; and • Provide training material for learners.	660 Learners

3. PRE-QUALIFICATION BID CONDITIONS

- 3.1 This is a two (2) envelopes bidding process where the technical (functional) and financial submissions (**Annexure L**) or proposal must be submitted by the prospective bidder/s in separate and sealed envelopes bearing the bid/tender number, title of the bid/tender proposal, the prospective bidder's name and return address. Any reference to price in the technical submission/envelope will result in disqualification of the bid. Bidders are required to submit one technical and one financial proposal and failure to do so will result in the disqualification from the bidding process. Financial proposals are subject to negotiations between the Department and the Service Provider.
- 3.2 Bidders are required to submit a proof stipulating that minimum of 40 % on the business is owned by women. A trust, consortium or joint venture must submit a consolidated proof stipulating that at least 40 % of trust or joint venture is owned by women. If the tenderer does not meet the requirement, the Department will disqualify such a tenderer as having submitted an unacceptable tender. Bidders to refer to Annexure F to comply with this criteria.
- 3.3 Only companies registered in South Africa are allowed to bid for this project. In instances where a company is owned by a foreign national is recommended, the service provider will therefore be required to adhere to the country's localization policies. 60% of the staff working on the project should be local and 40% can be foreign nationals that are legal and permitted to work in South Africa.
- 3.4 Foreign Directors or Owners should have valid documentation, that allows them to trade in South Africa.
- 3.5 Bidders must have a physical business premises within the borders of South Africa and submit latest three (3) months' municipal bill, or a valid lease agreement covering the project duration
- 3.6 Site visits will be conducted by the Department to the recommended bidders to verify the existence of the business premises. Should the site visit reveal that a bidder does not comply with the requirements of the business premises (office building, financial statements, training manuals, ablution facilities, internet, et cetera) the bidder will be disqualified.

3.7 Attend a virtual compulsory briefing session and complete attendance register. ***Please see virtual meeting link on paragraph 10 below.***

3.8 Bidders must submit valid letters of accreditation from CATHSSETA. The proposal will be disqualified if the bidder fails to submit CATHSSETA accreditation letters for the advertised training programme/s with the bid.

3.9 If the Bidder has abused the Department of Tourism Supply Chain Management system or failed to perform on any previous contract; that bidder will be disqualified.

3.10 Only Bidders or any of its Directors/Shareholders not listed on the register of Tender Defaulters and not prohibited from doing business with the public sector, may submit proposals.

4. OTHER BIDDING CONDITIONS

- The bidder should have experience and provide proof of Food & Beverage training.
- The bidder should provide proof of having implemented similar training programmes of more than 300 learners.
- Provide a clear project management track record on learnership/skills training programmes.
- The bidder should provide details of stakeholder partnership with the provincial departments, agencies and organised business sector.
- Bidders must note that a bidder is not eligible for appointment in more than two provinces. The Department will award bids in line with the completed form of order of preference. (See Annexure M)
- A bidder that is owned by individuals who are the same owners of a bidder that has already been awarded bids in two other provinces will not be eligible for appointment regardless that the bidders may be trading under different names.
- If a bidder submits more than one (1) bid, these should be separate and clearly marked with the name of the provinces they are applying for; and
- Tenderers who fail to comply with the above requirements (pre – qualification bid conditions stated on section 3) will be disqualified from further evaluation.

5. FUCTIONALITY

This bid will be evaluated on the basis of 70 out of 100 points which test the capability and capacity of the Service Provider to deliver on this Project.

6. SUBMISSION REQUIREMENTS AND RETURNABLE SCHEDULES

Please adhere to the following instructions

- Tick the relevant block below
- Ensure that the following documents are completed and signed where applicable
- Use the prescribed sequence in attaching the annexures that complete the bid document

Annexures	Document required	Yes	No
	Two (2) envelopes bidding process whereby the technical submission and financial submission or proposal must be submitted by the prospective service provider/s in separate and sealed envelopes bearing the bid/tender number, title of the bid/tender proposal, the prospective supplier's name and return address.		
Part A & B	Invitation to Bid and Terms and Conditions for Bidding.		
Annexure A	(if applicable) Authority for Consortia or Joint Ventures to sign bid, joint Ventures Involvement Declaration and Special Resolution of Consortia or Joint Ventures.		
Annexure B	(if applicable) Sworn Affidavit of B-BBEE General.		
Annexure C	(if applicable) Sworn Affidavit of B-BBEE Specialised Entity.		
Annexure D	Standard Bid Documents (SBD4) form Bidder's Disclosure.		
Annexure E	SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations; 2017.		
Annexure F	Certified copies of CIPC company registration documents listing shareholders with percentages, in case of close corporation and certified copies of latest share certificates (in case of company) and Identity Documents Directors/Shareholders.		
Annexure G	Project implementation plan / technical proposal.		
Annexure H	Company profile with the relevant experience and track record.		
Annexure I	Minimum of five (3) signed letters of reference on a letter head of a referring institution/organization.		
Annexure J	(if applicable) Certified copy of valid B-BBEE certificate.		

Annexure K	Proof of business premises.		
Annexure L	Financial proposal/submission with vat inclusive. It MUST be marked and submitted in a separate envelope.		
Annexure M	Order of Preference form.		

Complete and sign Part A,B & Standard Bidding Documents (SBD) forms with black ink. Tenderer/bidder's technical submission/proposal/envelope must also include documents stated/requested i.e. all annexures except **Annexure L**.

6.1 The technical proposal (in a separate and sealed envelope/file) must as minimum include:

- The bidder or firms must demonstrate that they have adequate experience and learnership/skills to undertake the required tasks in response to the invitation to bid and in line with the scope of work highlighted in Paragraph 2 above.
- Complete and sign Part A & Standard Bidding Documents (SBD) forms with black ink. Tenderer/bidder's technical submission/proposal/envelope must also include documents stated/requested i.e. all annexures except **Annexure L**.

7. BID EVALUATION PROCESS

- 7.1 Bids or tender proposals will first be evaluated for responsiveness and adherence to the pre-qualification criteria as stipulated in paragraph 3 above. Bids/ tender proposals that do not comply with pre-qualification bid conditions as stipulated and/or where required documents have not been submitted will result in the bid/ tender proposal being rejected and the bid/ tender proposal being disqualified.
- 7.2 In the evaluation process, the technical submission will be opened first in order to verify compliance with all pre-qualification bid conditions after which it will be evaluated and assessed on functionality below. A minimum score of 70 points out of 100 points must be obtained on functionality by the bidder. A prospective service provider will be eliminated if it fails to meet a minimum of 70 points out of 100 points as the threshold for functionality requirements of the Project. Bidders are again reminded that any reference to price in the technical submission will result in disqualification of the bid/tender proposal.
- 7.3 Thereafter, only the financial proposals of the qualifying bids as per paragraph 7.2 above will be opened and evaluated in terms of the 80/20 preferential points system per cluster, where the 80 points will be used in terms of the price only and the 20 points will be used in terms of the B-BBEE contributor level. It is important to note that only the financial proposals of bids that obtained minimum of 70 points out of 100 points for functionality will be opened and

evaluated. Points for B-BBEE will be allocated based on information submitted by the potential bidders in relation to the B-BBEE status level of contributor.

8. EVALUATION CRITERIA AND WEIGHTINGS

Proposals received from prospective bidders will be evaluated in terms of the following criteria as per the table below. **Evaluation** * Values: **1** = Poor, **2** = Acceptable, **3** = Good, **4** = Very Good, and **5** = Excellent

No	<u>Criteria description</u>	<u>Documents to be submitted</u>	<u>Weight (100)</u>
8.1	Bidder's relevant experience and track record		
	The following scoring matrix will be used to evaluate this criteria • Less than a year experience =1 • 1-year relevant experience = 2 • 2-years relevant experience = 3 • 3 – 4 years of relevant experience = 4 • 5 years and above of relevant experience = 5	Company profile with the relevant experience and track record. Please clearly index your company profile.	15
8.2	Management and Coordination of the Project	<u>Documents to be submitted</u>	<u>Weight</u>
	1 Project Manager assigned to deliver the Project (Project Manager should possess at least 5 years experience in coordinating training related projects) • Less than one year experience = 1 • 1 year relevant experience = 2 • 2 years relevant experience = 3 • 3 – 4 years relevant experience = 4 • 5 years and more relevant experience = 5	Full CV and certified copies of certificates in the field of Education or /Training or/ Human Resource Development and Project Management.	15

8.3	Qualification of key staff members responsible for the Project	Documents to be submitted	Weight
	Facilitators: Facilitators must attach a valid facilitator Certificate. The following scoring matrix will be used to evaluate this criterion - No facilitators details submitted = 1 - Two facilitators' details submitted = 3 - Three facilitators' details submitted = 5	CV's and copies of valid facilitators' certificate. The bidders must clearly index and label the CV's.	10

No	Criteria description	Documents to be submitted	Weight
8.4	Assessors must be a subject matter experts in the field/s of Customer Service, Food and Beverage (Attach proof of Assessor Certificate).		
	The following scoring matrix will be used to evaluate these criteria. At least one Assessor must be assigned for the Project in the Province. - No Assessor details attached = 1 - Assessor details attached with valid certificates = 5 NB: Only CV's with relevant valid certificate or qualification and experience will be evaluated.	CV's and copies of valid Assessor Certificate with the relevant SETA. The bidders must clearly index and label the Assessor's CV's.	10

8.5	Moderator/s must be registered as moderators (Attach proof of Moderator Certificate)	<u>Documents to be submitted</u>	<u>Weight</u>
	The following scoring matrix will be used to evaluate these criteria. At least one Moderator must be assigned for the moderation process in the Province. 1 No Moderator details attached = 1 2 Moderator details attached with valid certificates = 5 NB: Only CV's with relevant certificate or qualification and experience will be evaluated.	CV's and certified copies of valid moderation certificate with CATHSSETA. The bidders must clearly index and label the Moderators' CV's.	10
8.6	References		
	Positive reference letters of similar projects performed in the last three years • One positive dated reference letter indicating that work was professionally delivered, good quality of outputs or work and that the Project was successfully completed = 1 • Two positive dated reference letters indicating that work was professionally delivered, good quality of outputs or work and that the Project was successfully completed = 3 • Three and more positive dated reference letters indicating that work was professionally delivered, good quality of outputs or work, that the project was successfully completed = 5	Submit at least three (3) signed letters of reference on the letterhead of the referring Organisation. For bidders who managed the Departmental EPWP training projects, a departmental performance evaluation report will be used.	15

	<u>Criteria description</u>	<u>Documents to be submitted</u>	<u>Weight</u>
8.7	Methodology and approach to the project to be undertaken		
	Proposed methodology and project implementation plan: • Proposal is not likely to address the needs of the assignment = 1 • Proposal provides an overview of the training requirements and partially addresses some areas of the requirements = 3 • Comprehensive proposal addresses all areas of the requirements, and the project scope can be implemented within the timeframes = 5 NB. Bidders must attach comprehensive project plan to outline how the Project will be delivered including both theoretical training and deployment of learners with the identified employers for practical exposure.	Project Implementation Plan outlining various phases required for the delivery of the Project within the agreed timeframe for example, recruitment of learners, induction, theoretical and practical applications. and roll out strategy.	20
8.8	Quality Assurance Approach	<u>Document to be submitted</u>	<u>Weight</u>
	Attach a Quality Assurance Plan which outlines how the programme will be quality assured. The plan should detail the quality process. No = 1 Yes = 5	Quality Assurance Plan	5

NB: Evaluation of proposals can only be done on the basis of information that was requested, and the comprehensiveness of the proposal can therefore be decisive in the outcome of the bid. Ensure that you submit documents as requested and label them correctly for easy reference and allocation of points/scores.

9. SUBMISSION OF BID/ TENDER PROPOSAL AND ENQUIRIES:

Original bid/ tender must be submitted at the specified physical address in a sealed envelope or file clearly marked

“APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS TO MANAGE THE IMPLEMENTATION OF THE HOSPITALITY YOUTH PROGRAMME ON FOOD AND BEVERAGES IN THE SIX (6) PROVINCES (KZN, GP, FS, NW, LP & MP) FOR 660 UNEMPLOYED AND RETRENCHED SOUTH AFRICAN YOUTH”. NDT0001/22

To the following address

Department of Tourism’s Head Office
Tourism House
Ground Floor (Tender Box),
17 Trevenna Street
Sunnyside
Pretoria
0002

10. COMPULSORY BRIEFING DATE AND TIME:

DATE : 02 November 2022

TIME : 10:00

VENUE: Virtual (Zoom) Meeting

ZOOM LINK:

<https://tourism.zoom.us/j/95003244240?pwd=WW1QNUluZCtLQU5sWlppZDQ1Vk14QT09>

Meeting ID: 950 0324 4240

Passcode: 873555

11. CLOSING DATE AND TIME:

DATE : 18 November 2022

TIME : 11:00

VENUE: 17 Trevenna Street, Tourism House, SUNNYSIDE, PRETORIA, 0002

Bid Enquiries : Ms Nice Baloi; tel (012) 444 6224; email: nbalo@tourism.gov.za

Technical Enquiries : Ms Patience Molokoza; tel. (012) 444 6636; email:

pmolokoza@tourism.gov.za

12. Applicants are requested to note the following conditions for submission:

- Late and/or incomplete applications/proposals will not be considered and will be disqualified.
- If a courier service is used for delivery of the bids/ tender proposals, the bid/ proposal description must be endorsed on the delivery note/ courier packaging and the courier must ensure that documents are placed or deposited into the tender box.
- The Department reserves the right not to accept any proposals or to withdraw the call for proposals at any time.

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- The Department reserves the right to call for more information or representation should it be required.
- The Department reserves the right to independently verify information contained in any proposal.
- Accommodation costs or any other costs incurred between home and office of any submitting person or party to lodge a proposal or attend a briefing session at the Department of Tourism's offices or any other venue will not be for the account of the Department of Tourism. E-mailed or faxed applications will not be accepted and will be disqualified.



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A (1)

AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____

on
(date): _____

RESOLVED that:

1. The Enterprise submits a Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

In respect of the following project:

Bid Number:

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity
as: _____ (Position in the Enterprise)

and who will sign as
follows:

- _____
3. be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical
address:

Postal Address: _____ (Postal Code)

_____ (Postal Code)

Telephone number: *(Dialing Code followed by number)* _____

Fax number: *(Dialing Code followed by number)* _____

Email Address: _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.

2. **NB.** This resolution / Power of Attorney must be signed
by all the Directors / Members / Partners of the Bidding Enterprise.

3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

	ENTERPRISE STAMP (If Any)



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A (2)
SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:
(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

held at: _____ ^(place)
on _____ ^(date)

RESOLVED that:

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the Department of Tourism in respect of the following project:

Tender Number:

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as: _____ ^(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:

(Postal Code)

Postal Address:

_____ (Postal Code)

Telephone number:

(Dialing Code followed by
number)

Fax number:

(Dialing Code followed by
number)

Email Address :

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE A (3)
JOINT VENTURES INVOLVEMENT DECLARATION

Project title:			
Bid no:			

**DECLARATION RELATING TO A BID SUBMITTED BY A
JOINT VENTURE:**

I/We the undersigned parties do hereby declare that our respective involvement in the project, of which I/we tender by Joint Venture, would be as follows: -

Party No. 1		
Name		
Address		
Percentage involvement	%	

Party No. 2		
Name		
Address		
Percentage involvement	%	

Party No. 3		
Name		
Address		
Percentage involvement	%	

Signed - Party No. 1

I/We (*Full Name*) _____

duly authorised in my capacity as _____

of (*Enterprise name*): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such bid submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 2

I/We (*Full Name*) _____

duly authorised in my capacity as _____

of (*Enterprise name*): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 3

I/We (*Full Name*) _____

duly authorised in my capacity as _____

of (*Enterprise name*): _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

ANNEXURE B

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date : _____

Commissioner of Oaths

Signature & stamp

Date:

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

ANNEXURE C

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY ONLY – GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

ANNEXURE C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY - GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

**ANNEXURE D****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE E: SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

- ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

ANNEXURE L: FINANCIAL PROPOSAL FORM

FULL NAME OF THE BIDDER _____

FREE STATE

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING FEE ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; ✓ Training material; ✓ Registration and uploading of learners to the relevant SETAs; ✓ External and Internal moderation report; and ✓ Certification of learners. Note: 100 Learners	R
2. IMPLEMENTER / MANAGEMENT FEE ✓ Administer scope of work in accordance to the Terms of Reference. Note: 100 Learners	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0001 / 22 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

DATE:

ANNEXURE L: FINANCIAL PROPOSAL FORM

FULL NAME OF THE BIDDER _____

GAUTENG

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING FEE ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; ✓ Training material; ✓ Registration and uploading of learners to the relevant SETAs; ✓ External and Internal moderation report; and ✓ Certification of learners. Note: 120 Learners	R
2. IMPLEMENTER / MANAGEMENT FEE ✓ Administer scope of work in accordance to the Terms of Reference. Note: 120 Learners	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0001 / 22 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

DATE:

ANNEXURE L: FINANCIAL PROPOSAL FORM

FULL NAME OF THE BIDDER _____

KWA-ZULU NATAL

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING FEE ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; ✓ Training material; ✓ Registration and uploading of learners to the relevant SETAs; ✓ External and Internal moderation report; and ✓ Certification of learners. Note: 140 Learners	R
2. IMPLEMENTER / MANAGEMENT FEE ✓ Administer scope of work in accordance to the Terms of Reference. Note: 140 Learners	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0001 / 22 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

DATE:

ANNEXURE L: FINANCIAL PROPOSAL FORM

FULL NAME OF THE BIDDER _____

LIMPOPO

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING FEE ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; ✓ Training material; ✓ Registration and uploading of learners to the relevant SETAs; ✓ External and Internal moderation report; and ✓ Certification of learners. Note: 100 Learners	R
2. IMPLEMENTER / MANAGEMENT FEE ✓ Administer scope of work in accordance to the Terms of Reference. Note: 100 Learners	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0001 / 22 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

DATE:

ANNEXURE L: FINANCIAL PROPOSAL FORM

FULL NAME OF THE BIDDER _____

MPUMALANGA

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING FEE ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; ✓ Training material; ✓ Registration and uploading of learners to the relevant SETAs; ✓ External and Internal moderation report; and ✓ Certification of learners. Note: 100 Learners	R
2. IMPLEMENTER / MANAGEMENT FEE ✓ Administer scope of work in accordance to the Terms of Reference. Note: 100 Learners	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0001 / 22 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

DATE:

ANNEXURE L: FINANCIAL PROPOSAL FORM

FULL NAME OF THE BIDDER _____

NORTH WEST

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING FEE ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; ✓ Training material; ✓ Registration and uploading of learners to the relevant SETAs; ✓ External and Internal moderation report; and ✓ Certification of learners. Note: 100 Learners	R
2. IMPLEMENTER / MANAGEMENT FEE ✓ Administer scope of work in accordance to the Terms of Reference. Note: 100 Learners	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0001 / 22 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

DATE:

ANNEXURE M

BID NO: NDT0001/22: APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS TO MANAGE THE IMPLEMENTATION OF THE HOSPITALITY YOUTH PROGRAMME ON FOOD AND BEVERAGES IN THE SIX (6) PROVINCES (KZN, GP, FS, NW, LP & MP) FOR 660 UNEMPLOYED AND RETRENCHED SOUTH AFRICAN YOUTH.

IN THE EVENT THAT THE BIDDER IS APPLYING FOR MORE THAN ONE PROVINCE, THE BIDDER MUST SUBMIT A SEPARATE BID PER PROVINCE AND COMPLETE THE TABLE BELOW OF ORDER OF PREFERENCE. NUMBER ONE (1) WILL BE ACCEPTED AS THE PREFERRED PROVINCE BY THE BIDDER.

NAME OF BIDDER: _____

PROVINCES	NUMBER OF LEARNERS	BIDDER'S ORDER OF PREFERENCE (NUMBER 1– 6)
Free State	100	
Kwa-Zulu Natal	140	
Gauteng	120	
North West	100	
Limpopo	100	
Mpumalanga	100	
Total Number of Learners	660	

NB: ORDER OF PREFERENCE FORM MUST BE COMPLETED AND SIGNED BY THE BIDDER. IT SHOULD BE SUBMITTED WITH THE TECHNICAL PROPOSAL OR ENVELOPE

NB: BIDDERS MUST NOTE THAT A BIDDER IS NOT ELIGIBLE FOR APPOINTMENT IN MORE THAN TWO PROVINCES. THE DEPARTMENT WILL AWARD BIDS IN LINE WITH THE COMPLETED FORM OF ORDER OF PREFERENCE.

NAME OF BIDDER'S REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|--|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 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.

23.4 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.

23.5 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.

23.6 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.

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

23.7 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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(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	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	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). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)