

INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TOURISM					
BID NUMBER:	NDT0010 / 21	CLOSING DATE:	11 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF AN ACCREDITED TRAINING SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE FOOD SAFETY ASSURERS TRAINING PROGRAMME RESPONSIVE TO COVID 19 MEASURES IN THE KWA-ZULU NATAL PROVINCE FOR 165 UNEMPLOYED AND RETRENCHED 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	nbaloi@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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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 **WWW.SARS.GOV.ZA**.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY

MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

- 2.6 WHERE NO TCS 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.”

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: _____

3. BACKGROUND AND RATIONALE

The COVID-19 pandemic has decimated the tourism sector. It has caused the closures of business, the stoppage of tourism outputs, and the disruption to global industries and their supply networks. Furthermore, the pandemic poses a great challenge 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 challenge, the Department through the Working for Tourism Programme is committed to provide skills training to unemployed and retrenched youth (companies affected within the industry). The Food Safety initiative would enable the target group to acquire skills, earn a stipend as a source of temporary salary and to provide for their families while contributing to community development. Through the placement of retrenched youth with their former employers, companies within the subsector will be provided with staff that are qualified.

The objective is to ensure that there is food safety within hospitality sub-sector and the tourism sector respectively. The programme covers theory and workplace training which lead to the attainment of an accredited skills programme (Health and Safety, Personal hygiene and Food Safety Practices, Conduct Audits and Optimise product and process quality within quality management systems,) accredited by Food and Beverage SETA and the Customer Service (CUST/SERVPROGR/4/0095), accredited by CATHSSETA.

4. SCOPE AND DEFINITION OF WORK

- 4.1 The unemployed and retrenched youth will be trained in various skills programmes which fall under the Food and Beverages Manufacturing Industry Sector Education and Training Authority (Food and Beverage seta) as well as Culture Arts Tourism Hospitality Sports Education & Training Authority (CATHSSETA). Given the detrimental effects of the sector being hit hard by COVID 19, it is essential imperative to instill staff and customers and strive to build confidence and a new mindset post the pandemic. The department has selected pre-approved unit standards of the skills programme comprised of 116 credits in total from the two SETA's.

TABLE 2: SKILLS PROGRAMME AND NUMBER OF LEARNERS PER PROVINCE

PROVINCE	NUMBER OF LEARNERS	QUALIFICATION
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Kwa-Zulu Natal	165	1.Health and Safety: (09SP000300050313/0): NQF Level 3 2.Personal Hygiene and Food Safety Practices: (09SP000339060262/0) NQF Level 2 3. Food Safety Practice and Procedures: (09SP000295040191/0) NQF Level 1 4. Conduct Audits and Optimise Product and Process Quality within a Quality Management System in a Food Processing Environment: (09SP000417020165/0) NQF Level 5 5.Customer Service (CUST/SERVPROGR/4/0095): NQF level 4
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4.2 The successful bidders shall be expected to carry out the following tasks and responsibilities:

- Recruitment and selection of the unemployed, retrenched youth (18-35) in consultation with the Department of Tourism and the relevant provincial tourism stakeholders;
- The Service Providers will have to develop a portfolio of delivery models tailored to the particular needs of students including class room learning;
- Service providers must commit to achieving learning outcomes that offer face-to-face courses and make significant investments in structural design, learning science, and capabilities;
- Service providers must 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 and build the infrastructure necessary to ensure lasting impact. This blended learning to continue long after the COVID 19 period;
- Utilize hybrid approaches in the training methodologies (details to be reflected in the proposals);
- Conduct learners and host mentor's induction prior commencement of the training;
- Ensure placement of learners in the sites that are compliant to COVID 19 protocols as per revised sector guidelines. Provision of blended monitoring and support during the rollout of the project;
- Administer the payment of stipends to participants who are actively engaged in the programme as evidenced by accurate and valid attendance registers;
- Submission of original signed attendance registers aligned to the processed payment of stipend;
- Procurement of goods and services must promote fairness, competition and value for money; compliant to legislative frameworks/ governing prescripts (to be inducted prior training commencement);
- Claims must be supported with valid evidence;
- Project payment tranches to be processed based on progress performance report as per approved business plan;

- Provision of learner uniform for practicals should include 1 long sleeve and short sleeve white chef jackets, 1 freezer jacket, 1 pair of safety shoes, 2 aprons, 1 bag pack). The uniform should be branded with EPWP and departmental logo; quality of samples approved by the department prior procurement should be standard. (**NB:** Only the 100% local production and content of clothing and footwear from local raw material will be considered);
- Establish the Project Advisory Committee (PAC) and facilitate face to face interaction and / or virtual bi-monthly progress meetings with the identified Tourism host employers, national and provincial stakeholders;
- Monthly and quarterly reporting to the department;
- Registration and administer payment of UIF and COIDA for the learners;
- Provide training on Covid-19 health and safety protocols;
- Ensure the registration of learners with Food and Beverage Seta and CATHSSETA;
- Be responsible for payment of learner stipends at daily rate of R150.00 per learner / per day for 22 days; and
- A minimum of 80% of retrenched and unemployed youth are permanently employed.

NO	SERVICE DESCRIPTION	QUANTITY
1.	<p>OVERALL DELIVERABLES</p> <ul style="list-style-type: none"> • Invite prospective service providers with experience in offering blended learning programme to tender and offer the programme for 165 unemployed / retrenched youth over a 12-months period in KZN province. • Service providers should develop a portfolio of practical delivery models tailored to the particular needs of learners to be enrolled. • Develop a programme that will offer NQF Level 4 certification and aligned to the relevant SETA's. • The training to include academic, experience, entrepreneurship and mentorship component. • Ensure experiential work placement at a variety of establishments for all 165 learners in the KZN province. • Provide a clear project plan including deliverables, roll-out plan, staff, budget, implementation methodology, risk plan, etc. 	

5 PRE-QUALIFICATION BID CONDITIONS

- 5.1 This is a two (2) envelopes bidding process whereby the technical submission and financial submission (**attach Annexure R**) 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. Any reference to price in the technical submission / envelope will result in disqualification of the bid;

- 5.2 Only a tenderer having a valid B-BBEE status Level 1 to 5 contributor will be considered. Joint Ventures or Consortia must submit valid proof of consolidated B-BBEE status certificates or affidavit;
- 5.3 Only South African registered companies are allowed to bid for this project;
- 5.4 The bidder must have a physical office in the identified province and submit proof thereof e.g. municipal bill or lease agreement. The bidder must comply with all standard protocols of COVID-19;
- 5.5 Site visits will be conducted by the Department to the recommended bidders to verify the existence of the office. Should the site visit reveal that a bidder does not have an office as stipulated in the tender documentation or that the office is not suitable for project, the bidder will be disqualified;
- 5.6 Attend a virtual compulsory briefing session and complete attendance register in the meeting schedule to be held as follows: **30 September 2021 at 10:00. See Zoom link below**;
- 5.7 Bidders must submit a valid letter of accreditation which includes programme approval from Food and Beverage Seta and CATHSSETA. The proposal will be disqualified if the bidder fails to submit the Food and Beverage Seta and CATHSSETA accreditation letters which includes programme approval for the advertised skills programme/s with the bid;
- 5.8 A successful bidder must submit an exit moderation report on food and safety from FoodBev seta completed within the last three (3) years (compulsory);
- 5.9 Bidder must submit proof of relevant experience in training of FoodBev seta accredited skills programmes relating to Food Safety;
- 5.10 Proof of project management and training capacity for over hundred (100) learners in KZN province;
- 5.11 To support the industry's transformation objectives, the bidder must comply with subcontracting of at least 30% of the contract value only from black people designated group. (B-BBEE: Youth, Women and people with disability). The procurement of goods and services should be on uniform. (Proof of intention to subcontract/ agreement between the main tenderer and the subcontractor should be submitted. NB: Bidders are not allowed to subcontract their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting;
- 5.12 If the Bidder has abused the Department of Tourism Supply Chain Management system or failed to perform on any previous contracts and has been given a written notice to this effect; should not tender;

- 5.13 Only Bidder 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 apply; and
- 5.14 The successful bidders will be expected to cover the selected geographical areas of the KZN province.

NB: *Proposals that fail to comply with these requirements (pre – qualification bid conditions stated in paragraph 5 above) are unacceptable tender proposal/documents and will be disqualified from further evaluation.*

6. SUBMISSION REQUIREMENTS AND RETURNABLE SCHEDULES

Please adhere to the following instructions

- Tick in 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

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Is a 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.
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	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
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B : (if applicable) Sworn Affidavit of B-BBEE General
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: (if applicable) Sworn Affidavit of B-BBEE Specialized Entity
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D : Standard Bid Documents (SBD4) form Declaration of interest.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E : SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations; 2017
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F : SBD8 - Declaration of Bidder's past Supply Chain Management Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: SBD9 - Certificate of Independent Bid Determination

<input type="checkbox"/>	<input type="checkbox"/>	Annexure H : Certified copies of your CIPC company registration documents listing members with percentages,in case of close corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I: Project implementation plan
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J: Certified copies of latest shared certificates (in case of company) and Identity Documents
<input type="checkbox"/>	<input type="checkbox"/>	Annexure K: Company profile with the relevant experience and track record
<input type="checkbox"/>	<input type="checkbox"/>	Annexure L: Proof of valid lease agreement or municipality utility bill/statement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure M: Facilitators CV's and copies of Qualifications
<input type="checkbox"/>	<input type="checkbox"/>	Annexure N: Assessors CV's and copies of professional registration certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure O: Moderator/s CV's and copies of professional registration certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure P: Minimum of three (3) signed letters of reference on a letter head of a referring institution/organization
<input type="checkbox"/>	<input type="checkbox"/>	Annexure Q: (if applicable) Certified copy of valid B-BBEE certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure R: Financial proposal/submission (budget breakdown) with vat inclusive. It MUST be marked and submitted in a separate envelope.

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

- The service providers or firms must demonstrate that they have adequate experience and skills to undertake the required tasks in response to the invitation to bid and in line with the scope of work highlighted in Paragraph 4 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 R.**

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 5 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 60 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 60 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 60 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		
	<p>The following scoring matrix will be used to evaluate these criteria</p> <ul style="list-style-type: none"> • Less than a year in existence=1 • 1-year relevant experience = 2 • 2 – 3 years relevant experience = 3 • 4 – 5 years of relevant experience = 4 • 6 and above years of relevant experience = 5 	Company profile with the relevant experience and track record. Please clearly index your company profile	5
8.2	Locality (The training provider must have an office in the Province where the project is implemented) <ul style="list-style-type: none"> • No proof of office attached= 1 • Proof of office attached = 5 	Attach proof of lease agreement or municipality statement	5
8.3	Qualification of key staff members responsible for the project	<u>Documents to be submitted</u>	<u>Weight</u>
	<p>Facilitators: Facilitators must attach a facilitator certificate. The following scoring matrix will be used to evaluate these criteria.</p> <p>Guidelines for evaluation matrix</p> <ul style="list-style-type: none"> • 10 facilitators Cvs =5 • 8 facilitators CVs=4 • 6 facilitators CVs=3 • 4 facilitators CVs=2 • 2 facilitators CVs=1 	Attach CV's and copies of facilitator certificate. The bidders must clearly index and label the Facilitators CV's	15
<p>0 /21 - APPOINTMENT OF AN ACCREDITED TRAINING SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE FOOD SAFETY ASSURERS TRAINING AMME RESPONSIVE TO COVID-19 MEASURES IN THE KWA-ZULU NATAL PROVINCE FOR 165 UNEMPLOYED AND RETRENCHED YOUTH.</p>			

No	<u>Criteria description</u>	<u>Documents to be submitted</u>	<u>Weight</u>
8.4	Assessors must be subject matter experts in the field/s of Customer Service, Personal Hygiene, Food Safety Practices, Conducting Audits and Optimise Product and Process Quality (Total Quality Management System: added advantage) (Attach an assessor certificate).		
	<p>The following scoring matrix will be used to evaluate these criteria.</p> <ul style="list-style-type: none"> • Less than 3 Assessor CVs = 1 • 3 Assessor CVs = 3 • More than 4 and more Assessor CVs = 5 <p>NB: Only CV's with relevant certificate or qualification and experience will be evaluated.</p>	<p>Attach CV's and copies of assessor certificate. The bidders must clearly index and label the Assessor's CV's</p>	15
8.5	Moderator/s must be registered as moderators	<u>Documents to be submitted</u>	<u>Weight</u>
	<p>The following scoring matrix will be used to evaluate these criteria</p> <ul style="list-style-type: none"> • 1 Moderators CVs = 1 • 1 or 2 Moderators CVs = 3 • More than 2 Moderators CVs = 5 <p>NB: Only CV's with relevant certificate or qualification and experience will be evaluated</p>	<p>Attach CV's and copies of professional registration certificate. The bidders must clearly index and label the Moderators' CV's</p>	15

8.6	References		
	<ul style="list-style-type: none"> One positive reference indicating for example that work was professionally delivered, good quality of outputs or work, that the project was successfully completed = 1 Three positive references indicating for example that work was professionally delivered, good quality of outputs or work, that the project was successfully completed = 3 Four and more positive references indicating for example that work was professionally delivered, good quality of outputs or work, that the project was successfully completed = 5 	<p>Submit at least three (3) letters of reference on the letterhead of and signed by the referring organization.</p> <p>For bidders who managed the Departmental EPWP training projects, a departmental performance evaluation report will be used</p>	5

	<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: <ul style="list-style-type: none"> • Proposal is not likely to address the needs of the assignment = 1 • Proposal provides an overview of the training requirements addresses standard areas of the requirements = 3 • Comprehensive proposal addresses all areas of the requirements, and the project scope can be implemented within the timeframes = 5 	Roll out strategy and project implementation plan	30
8.8	Management and Coordinators of the Project	<u>Document to be submitted</u>	<u>Weight</u>
	<ul style="list-style-type: none"> • 1 Coordinator per region = 1 • 2 Coordinators per region = 3 • 3 and above Coordinators per region = 5 	Organogram and CV s of the Project management and admin team and coordinators	10

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 AN ACCREDITED TRAINING SERVICE PROVIDER TO MANAGE THE IMPLEMENTATION OF THE FOOD SAFETY ASSURERS TRAINING PROGRAMME RESPONSIVE TO COVID 19 MEASURES IN THE KWA-ZULU NATAL PROVINCE FOR 165 UNEMPLOYED AND RETRENCHED YOUTH.”** NDT0010/21

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 : 30 SEPTEMBER 2021

TIME : 10:00

VENUE: VIRTUAL (ZOOM) MEETING

Join Zoom Meeting

<https://tourism.zoom.us/j/99012305621?pwd=NUVlZnk0aEh2MGM5VldSTlQvQndtQT09>

Meeting ID: 990 1230 5621

Passcode: 397591

11. CLOSING DATE AND TIME:

DATE : 11 OCTOBER 2021

TIME : 11:00

Bid Enquiries : Ms Nice Baloi; tel (012) 444 6744, email: nbaloi@tourism.gov.za

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

- 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

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

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
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



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

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 of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
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
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;

3. I hereby declare under Oath that:

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

**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 of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<p>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 –</p> <p style="margin-left: 40px;">(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p style="margin-left: 40px;">or</p> <p style="margin-left: 40px;">(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 80px;">i. before 27 April 1994; or</p> <p style="margin-left: 80px;">ii. on or after 27 April 1994 and who would have been</p>

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (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;
--	---

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE SPECIALISED ENTITY - 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 Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (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
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;

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 Financial Statements/Management Accounts and other information available on the latest financial year-end of __, 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)	

- 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

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE –
SPECIALISED ENTITY - 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 Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called</p>

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 Financial Statements/Management Accounts and other information available on the latest financial year-end of __, 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



ANNEXURE D: SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity
Number:.....
.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder

YES / NO

presently employed by the state?

2.7.1.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid
document?

YES / NO

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between

YES/NO

ANNEXURE D: SBD 4 DECLARATION OF INTEREST

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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



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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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

.....

.....



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE F: SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



tourism

Department:
Tourism
REPUBLIC OF SOUTH AFRICA

ANNEXURE G: SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

**ANNEXURE R:
FINANCIAL PROPOSAL OR FINANCIAL OFFER FORM**

FULL NAME OF THE BIDDER _____

DESCRIPTION OF WORKS, GOODS AND SERVICES	PRICE (R'000)
1. TRAINING OF LEARNERS <ul style="list-style-type: none"> ✓ Facilitation; ✓ Coordination; ✓ Assessment; ✓ Moderation; ✓ Portfolio of Evidence; and ✓ Training material. <p>Note: For 165 learners</p>	R
2. PROJECT (IMPLEMENTER FEE) MANAGEMENT AND ADMINISTRATION <ul style="list-style-type: none"> ✓ Payment of monthly stipends of learners (<i>the Department will determine the total amount of stipend; the amount will be included in the contract with the appointed / successful bidder</i>); ✓ Administration of UIF and COIDA for the duration of the project; ✓ Administration of daily activities for duration of the project eg couriers photo copying, telephones etc.; ✓ Compilation of monthly and quarterly project reports, including attendance registers of learners and coordination of Project Steering Committee (PSC) meetings; and ✓ Procurement of goods, service and works on behalf of the Department for the duration of the project. Procurement should be done in line with guide for Implementing agents. (<i>the Department will bring the contents of the guide to the attention of the appointed supplier</i>). Category of goods or service to be procured includes; uniform, venues, graduations, learner's transportation and equipment etc (<i>funds for procured services/goods will be transferred to the appointed supplier in line with the Agreement</i>). <p>Note: For 165 learners</p>	R
TOTAL (EXCLUDING VAT)	R
VAT @ 15 %	R
TOTAL BID PRICE (INC VAT)	R

BID NO. NDT0010/21 - THIS FORM MUST BE SUBMITTED IN A SEPARATE ENVELOPE

SIGNED BY: _____

DESIGNATION:

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

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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
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34. Prohibition of restrictive practices

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

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

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

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

22. Penalties

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