



## REQUEST FOR BIDS

### BID DETAILS

<b>BID NUMBER:</b>	<b>FB SETA (21-22) T0010</b>	
<b>CLOSING</b>	<b>Date:</b>	<b>02 May 2023</b>
	<b>Time:</b>	<b>11:00 am</b>
<b>DESCRIPTION:</b>	<b>THE APPOINTMENT OF A PANEL OF ACCREDITED TRAINING PROVIDERS</b>	
<b>COMPULSORY BRIEFING SESSION:</b>	<b>Date</b>	<b>14 APRIL 2023</b>
	<b>Time</b>	<b>10:00 am</b>
	<b>Location</b>	<b>Virtual Microsoft Teams</b>
<b>Validity Period</b>	<b>120 days</b>	

#### DETAILS OF BIDDER

**Organisation/individual:** .....

**Contact person:** .....

**Telephone/ Cell number:** .....

**E-mail address:** .....

**TOTAL BID PRICE (inclusive of VAT)** .....

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## GLOSSARY

<b>AWARD</b>	Conclusion of the procurement process and final notification to the effect to the successful bidder
<b>B-BBEE</b>	Broad-based Black Economic Empowerment in terms of the Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry
<b>BID</b>	Written offer in a prescribed or stipulated form in response to an invitation by FOODBEV SETA for the provision of goods, works or services
<b>CONTRACTOR</b>	Organisation with whom FOODBEV SETA will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
<b>FOODBEV SETA</b>	Food and Beverage Manufacturing Sector Education and Training Authority
<b>GCC</b>	General Conditions of Contract
<b>SME</b>	Small, and Micro, Enterprises with less than 50 employees operating within the Food and Beverage sector inclusive of Non-Levy Paying Enterprises (NPLE, Community Based Organisations (CBO), Non-Government Organisations (NGO), and Non-Profit Organisations (NPO).
<b>ORIGINAL BID</b>	Original document signed in ink, or Copy of original document signed in ink,
<b>ORIGINALLY CERTIFIED</b>	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
<b>QA</b>	Quality Assurance
<b>QCTO</b>	Quality Council for Trades and Occupations
<b>SCHEDULE 3A ENTITY</b>	As per the classification by National Treasury these refer to other National public entities
<b>SCM</b>	Supply Chain Management
<b>SLA</b>	Service Level Agreement

## **SECTION A**

### **1. INTRODUCTION**

The Food and Beverages Manufacturing SETA (“FoodBev SETA”) is a Schedule 3A Public Entity established in terms of the Skills Development Act 97 of 1998. FoodBev SETA is currently operating in Johannesburg at Number 7 Wessel Street, Rivonia Sandton. FoodBev SETA’s function is to promote, facilitate and incentivize skills development in the Food and Beverages Manufacturing Sector. FoodBev SETA is one of the 21 Sector Education and Training Authorities (SETAs) across the economy mandated to implement the National Skills Development Plan (NSDP) outcomes.

### **2. OBJECTIVES**

The objective of this bid is to appoint a panel of accredited training providers to capacitate and train learners/ business owners in the food and beverages manufacturing sector. The focus is to capacitate small business owners, administrators of non-profit-making organisations (NGO’s) and unemployed learners in various credit bearing and non-credit bearing learning programs. FoodBev SETA has identified specific skills, amongst others, needed by these various groups as outlined in Annexure A of this bid document. (Please note that this Annexure is not an exhaustive list).

#### **2.1. Learning Programmes**

Learning programs refers to a variety of learnerships, apprenticeships, and skills programs.. which might or might not require work experience, as this will depend on the NQF level requirements.

### **3. SCOPE OF WORK**

The scope of work requires that the successful bidder/s:

- 3.1.** Have capacity to train learners in the sector, on a learnership and/or apprenticeship and/or skills programmes as reflected in Annexure A at an appropriate training venue or where training is online, provide learners with appropriate tools for training and learning material.
- 3.2.** When appointed to conduct training, provide the SETA with an envisaged implementation plan.

- 3.3. Recruit, select and screen learners who will participate in the programmes.
- 3.4. Capture learners on the FoodBev SETA learner management system for registration.
- 3.5. Load learner progress i.e., declaration of results and/or progress reports
- 3.6. Pay stipends to the learners on a monthly basis as indicated in the FoodBev SETA grant funding policy.
- 3.7. Conduct internal moderation at appropriate intervals.
- 3.8. Request external moderation from SETA at the appropriate intervals to ensure learner progression.
- 3.9. Arrange and prepare reports and feedback sessions for FoodBev SETA on training implementation and progress, as well as any achievements recorded.
- 3.10. Issue certificates upon programme completion.

#### 4. DURATION

The training provider will be placed in the panel of FoodBev SETA for a period of 36 months from the effective date, commencing from the date of signing a Service Level Agreement (SLA) with the SETA. It must be noted that the appointment of the training provider will be at the discretion of FoodBev SETA and will be on an “as and when required” basis.

#### 5. PRICING SCHEDULE FOR LEARNING PROGRAMME TRAINING

5.1. The FoodBev SETA standard learning programme payment are as follows:

Learning programme	Amount
Learnership	<b>A total of R 62 350.00 per learner:</b> <b>Learner Stipend</b> = R3 000 x 12 months = R36 000 <b>Total training cost</b> = R22 000 <b>Project administration Fee</b> = R58 000 x 7.5% = R4 350
Skills Programme	<b>A total of R215 per credit per learner:</b> <b>Total Amount per Credit</b> = R200 <b>Project administration fee</b> = R200 x 7.5% = R15
Apprenticeship/ Artisan	<b>A total of R221 761.75</b> <b>Amount per learner for a three (3) year period including preparation and writing of a trade test</b> = R206 290 <b>Project administration fee</b> = R206 290 x 7.5% = R15 471.75

5.1.1. There will be no training amount proposals (priced quotations) accepted for this bid, as the above training amounts represent the total training amount that will be offered

by the SETA. The training amounts will be aligned to the FoodBev SETA grant funding policy which is updated on an annual basis.

- 5.1.2.** FoodBev SETA will pay training provider tranches as per the grant funding policy i.e., first tranche: at registration, second tranche: on proven progress, and last tranche will be paid on proven completion when learners are certificated.

## SECTION B

### 6. THE BID EVALUATION PROCESS

Bid submissions will be evaluated in accordance with the below three (3) tender evaluation stages:

#### 6.1. STAGE 1: MANDATORY REQUIREMENTS

Bids that do not comply with the mandatory requirements will not be considered (i.e., they will be rejected) for stage 2 of evaluation.

CRITERIA	MEANS OF VERIFICATION
<b>1. Attendance of a compulsory briefing session</b>	To allow all prospective bidders an opportunity of attending the compulsory briefing session, organised to be held virtually on the following date as follows: <ul style="list-style-type: none"> <li>- the 14<sup>th</sup> of April 2023 at 10:00 a.m.</li> </ul> Microsoft teams link to the compulsory briefing sessions will be available on the FoodBev SETA webpage.
<b>2. Proof of accreditations</b>	Certified copy of training provider accreditation for the Specific qualification (not longer than six (6) months).
<b>3. Submission format &amp; compliance documents</b>	The Potential bidder must submit two (2) bid proposals as follows: <ul style="list-style-type: none"> <li>i) Send an electronic copy via email (using WeTransfer) to scm@foodbev.co.za this must be clearly marked and indexed; and</li> <li>ii) One (1) electronic copy in PDF format saved in a memory stick, clearly marked, and indexed.</li> </ul>

CRITERIA	MEANS OF VERIFICATION
	iii) Submit fully completed and signed standard bidding documents (SBD Forms).

**NB: Bid proposals must be properly bonded, punched and numbered in line with the response format detailed in this bid document.**

## 6.2. STAGE 2: FUNCTIONAL EVALUATION CRITERIA:

6.2.1. Bidders must meet the minimum functionality of 70,00 points out of 100,00 points to be evaluated further in terms of stage 3. Any bid that does not meet the minimum threshold will be automatically disqualified. See detailed scoring criteria below.

<b>LEARNING PROGRAMME TRAINING</b>		
<b>1. Capacity to provide training [learning programmes]</b>		
The bidder must attach: [1] Detailed CV for each proposed facilitator, assessor, and internal moderation explicitly highlighting experience and submitting certified copies of all qualifications; and [2] Methodology and Approach on how training will be conducted.		<b>Weighting Allocated</b>
<b>1.1. Assessor experience</b> Assessor/s must indicate proof of two (2) years' experience as an assessor. This must be clearly indicated in the abridged CV that needs to be attached with the proposal.		<b>60.00</b>
Five years or more	<b>20,00</b>	
Two years and above but less than five years	<b>10,00</b>	
Less than two years	<b>0,00</b>	
<b>1.2. Internal moderation experience</b> Internal moderator/s must indicate proof of two (2) years' experience as an internal moderator. This must be clearly indicated in the abridged CV that needs to be attached with the proposal.		
Five years or more	<b>20,00</b>	
Two to four years	<b>10,00</b>	
Less than two years	<b>0,00</b>	
<b>1.3. Facilitator Experience</b> Facilitator/s must indicate proof of two (2) years' experience as a facilitator. This must be clearly indicated in the abridged CV that needs to be attached with the proposal		
Five years or more	<b>20,00</b>	
Two to four years	<b>10,00</b>	

Less than two years	<b>0,00</b>	
<b>2. Methodology and Approach</b>		<b>40.00</b>
The bidder must provide a detailed proposal indicating how the bidder will conduct training of learners, from recruitment to registration to completion and certification of learners. The proposal must detail the following, amongst others, list not meant to be exhaustive:		
(a) How the training is going to be conducted		
(b) Recruitment and selection		
(c) Assessment of learners for training readiness		
(d) How the training will be conducted which should include registration, assessing progress, moderations, completion, and certification of learners		
(e) Reporting to the SETA on the progress of the learners		
Proposal is excellent and covers all requirements of scope of work	<b>40.00</b>	
Proposal is good and covers some requirements of scope of work	<b>20.00</b>	
Proposal is satisfactory as it covers some requirements of scope of work	<b>10.00</b>	
Proposal is poor as it does not cover requirements of scope of work	<b>0.00</b>	
<b>TOTAL POINTS</b>		<b>100.00</b>

### 6.3. STAGE 3 – PREFERENCE POINTS SYSTEM AND SPECIFIC GOALS

6.3.1. The 80/20 preference points system will be utilised for this bid. This preference points system is for the acquisition of goods or services with a Rand value up to R50 million as follows:

CRITERIA	MEANS OF VERIFICATION	POINTS
Price	Proposed Bid Price	80,00
Preference Points	Specific Goals	20,00
<b>Total Points</b>		<b>100,00</b>

6.3.2. The price component will not be applicable for this bid as a standard fee is determined and applicable to this bid.

6.3.3. The following allocation will determine the specific goals (20.00 points) for this tender process:

Category	% Allocation for each category	Points allocated
Black People Ownership	50%	14,00
Woman Ownership	30%	6,00
Black Youth Ownership	20%	2,00
<b>Total</b>	<b>100%</b>	<b>20,00</b>

6.3.4. Bidders are required to score a minimum of 12,00 points out of the total 20,00 points for specific goals in order to be considered for award.



- 6.3.5.** Bidders must submit the following documents (certified, not longer than six (6) months, as a means of verification for specific goals:
- 6.3.5.1. CIPC documents (company registration documents),
  - 6.3.5.2. Shareholder certificates, and
  - 6.3.5.3. Copy/ies of Identity document(s) for shareholder(s) and directors.
- 6.3.6.** Bidders who fail to submit the required documents in 7.3 above will not qualify for points allocated for specific goals.

## **SECTION C**

### **1. TENDER SUBMISSION INSTRUCTIONS**

- 1.1.** Tenders should be submitted in triplicate consisting of Two hard copies (one original and one copy) and one electronic copy, all bound in a sealed envelope endorsed FB-SETA (22-23) T0010: The appointment of a suitably qualified service provider to provide training services in panel on behalf of FB SETA. The sealed envelope must be placed and be deposited in the FoodBev SETA Tender Box, Ground Floor, 07 Wessel St, Rivonia, Sandton, 2128 no later than closing time and date.
- 1.2.** Bids must be submitted in a prescribed response format herewith enclosed as 'Response Format'.
- 1.3.** The closing date, company name and the return address must also be endorsed on the envelope.
- 1.4.** If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. FoodBev SETA will not be held responsible for any delays where tender documents are handed to the FoodBev SETA Receptionist and/or arrives late.
- 1.5.** No bids received by telegram, telex, email, facsimile, or similar medium will be considered.
- 1.6.** Where a tender document is not in the tender box at the time of the tender closing, such a tender document will be regarded as a late tender. FoodBev SETA reserves the right not to consider/evaluate any late tender response.
- 1.7.** All the documentation submitted in response to this bid must be in English.
- 1.8.** The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the tender document.
- 1.9.** Bids submitted by bidders must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors (if applicable), a copy of which Resolution, duly certified be submitted with the Tender.

- 1.10. Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by FoodBev SETA regarding anything arising from the fact that pages are missing or duplicated.
- 1.11. A valid tax clearance certificate or confirmation of pin must be included in the bid response.
- 1.12. A copy(s) of certificates from the organizations/ bodies that the bidder is affiliated to must be included in the bid response.
- 1.13. Signature Requirements: All bids must be signed. A bid may be signed by an officer or other agent of a registered vendor, if authorised to sign contracts on its behalf; a member of a consortium or joint venture or other agent authorised by a Power of Attorney. The name and title of the individual(s) signing the bid must be clearly shown immediately below the signature.
- 1.14. Completed and signed tender documents (***duly completed and signed***).
- 1.15. Rejection of bids: FoodBev SETA reserves the right not to proceed with the award of the proposal.
- 1.16. It must be noted that FoodBev SETA will not contact bidders telephonically for an award or rejection, these will be communicated via an email attaching a letter. Please be aware that there are hackers and scammers who may pose as employees of FBS indicating that they will assist you win the bid, please do not communicate with these scammers and report them to FBS or the police.

## 2. RESPONSE FORMAT

**Bidders are requested to note that this is a mandatory criteria and failure to comply with the requirements as set below will result in a bidder's submission being rejected. The soft and hard copy responses from all bidders must be prepared in line with the following section:**

Bidders shall submit their responses in accordance with the response format specified below (each schedule must be clearly marked, indexed and /or numbered):

- 2.1. **Cover Page:** The cover page must clearly indicate the bid reference number, bid description and the bidder's name.
- 2.2. **Schedule 1:**
  - 2.2.1. Executive Summary/Cover Letter – The cover letter should be brief (not more than two pages maximum). Include a summary of your capacity and experience to satisfactory deliver training on behalf of the SETA and provide motivation on why your entity should be considered for inclusion in the panel of training providers.

- 2.2.2. Brief company profile (Five pages maximum) focusing on the similar services as required in this tender
- 2.2.3. Capacity – provide abridged CVs of all professionals that will be part of the panel indicating relevant information as required
- 2.2.4. List of relevant contracts completed within the past five years.
- 2.2.5. Reference letters – duly authorised indicating relevant experience and performance.
- 2.2.6. Proposal on how the training provider will implement training indicating methodology and approach, as and when required.
- 2.2.7. List of Project Personnel – This list should include the identification of the contact person who will have primary responsibility for the FoodBev SETA contracts, other personnel to be used for project planning, documentation, and supervision, including partners and/or sub-consultants.

**2.3. Schedule 2:**

- 2.3.1. Valid tax clearance certificate or confirmation of pin.
- 2.3.2. Certified copies of the bidders CIPC / or company registration documents listing all members with percentages, in case of a CC. Or latest certified copies of all share certificates in case of a company.
- 2.3.3. Certified copy of the company’s professional accreditation (not a copy of a certified copy).
- 2.3.4. Clear certified ID copies of all directors.
- 2.3.5. A certified copy of the B-BBEE certificate (or an original affidavit signed by a Commissioner of Oaths regarding the B-BBEE status).
- 2.3.6. Submission of proof of the bidder’s registration on the CSD (Full report).

***Note: If a Consortium, Joint Venture or Subcontractor, the documents listed above must be submitted for each Consortium/ JV member or subcontractor. A consolidated B-BBEE certificate is required for Joint Venture bidders***

**SECTION D**

**3. Compliance Documents and Conditions to Tender**

<b>1)</b>	<b>GENERAL</b>
1.1	The Bidder must clearly state if a deviation from these special conditions is offered and the reasons. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to the application submission.

1.2	Should Bidders fail to indicate agreement/compliance or otherwise, the FoodBev SETA will assume that the Bidder is complying or in agreement with the statement(s) as specified in this bid.
1.3	Bids not completed in this manner may be considered incomplete and rejected.
1.4	FoodBev SETA shall not be liable for any expense incurred by the Bidder in the preparation and submission of a bid.
<b>2)</b>	<b>CANCELLATION OF PROCUREMENT PROCESS</b>
2.1	This procurement process can be postponed or cancelled at any stage at the sole discretion of FoodBev SETA provided that such cancellation or postponement takes place prior to entering a contract with a specific service provider to which the bid relates.
<b>3)</b>	<b>BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA</b>
3.1	The Bid submission conditions and instructions as well as the evaluation process/criteria have been noted. Noncompliance to any of these will result in a bid being rejected.
<b>4)</b>	<b>NEGOTIATION AND CONTRACTING</b>
4.1	FoodBev SETA have the right to enter negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
4.2	Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award <sup>1</sup> or promise/ undertaking to award the contract.
4.3	FoodBev SETA shall not be obliged to accept the lowest or any bid, offer or proposal.
4.4	A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties. The designated responsible person of FoodBev SETA is the CEO.
4.5	FoodBev SETA also reserves the right to enter one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.
<b>5)</b>	<b>ACCESS TO INFORMATION</b>
5.1	All bidders will be informed of the status of their bid once the procurement process has been completed.
5.2	Requests for information regarding the bid process will be dealt with in line with the FoodBev SETA SCM Policy and relevant legislation.
<b>6)</b>	<b>REASONS FOR REJECTION</b>
6.1	FoodBev SETA shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
6.2	The FoodBev SETA may disregard the bid of any bidder if that bidder, or any of its directors:

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<sup>1</sup> See GLOSSARY.

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Have abused the SCM system of the FoodBev SETA.</li> <li><input type="checkbox"/> Have committed proven fraud or any other improper conduct in relation to such system.</li> <li><input type="checkbox"/> Have failed to perform on any previous contract and the proof exists.</li> </ul> <p>Such actions shall be communicated to the National Treasury.</p>
<b>7)</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>
7.1	The General Conditions of Contract must be accepted.
<b>8)</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>
8.1	During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 2 working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.
8.2	No additional information will be accepted from any individual Bidder without such information having been requested
<b>9)</b>	<b>CONFIDENTIALITY</b>
9.1	The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
<b>10)</b>	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>
10.1	Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.
10.2	This paragraph shall survive termination of this contract.
<b>11)</b>	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>
11.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, FoodBev SETA must be given immediate written notice to this effect. FoodBev SETA reserves the right to implement remedies as provided for in the GCC.
<b>12)</b>	<b>WARRANTS</b>
12.1	The bidder warrants that it can conclude this Agreement to the satisfaction of FoodBev SETA.
<b>13)</b>	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>
13.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
13.2	No favour, delay, relaxation, or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such

	power or right nor shall any single or partial exercise of any such power or right under this agreement.
<b>14)</b>	<b>RETENTION</b>
14.1	On termination of this agreement, the bidder shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to FoodBev SETA.
14.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
<b>15)</b>	<b>CENTRAL SUPPLIER DATABASE</b>
15.1	It is a requirement that all suppliers/ services providers to FoodBev SETA shall be registered on the National Treasury Central Supplier Database (CSD).
15.2	Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: <a href="http://ocpo.treasury.gov.za/Pages/default.aspx">http://ocpo.treasury.gov.za/Pages/default.aspx</a>
15.3	Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.
15.4	No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.
<b>16)</b>	<b>FORMAT OF BIDS</b>
16.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.
16.2	<b>Bidders are to set out their proposal in the format prescribed hereunder.</b> This means that the proposal must be structured in the parts noted below. <u>Information not submitted in the relevant part, may not be considered for evaluation purposes.</u>
16.3	<b>Part 2: SARS Tax Clearance Certificate(s)</b>
16.3	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or PIN may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> . Bidders may also submit a printed TCS together with the bid.

	<p>In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.</p> <p>Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.</p> <p>Bids submitted without any one of the above, will be deemed to be non-responsive.</p>
<b>16.4</b>	<b>Declaration of Interest</b>
16.4	<p><b>Each party</b> to the bid must complete and return the “Declaration of Interest”</p> <p>Bids submitted without a complete and signed Declaration of Interest <b>will</b> be deemed to be non-responsive.</p>
<b>16.5</b>	<b>Declaration of Bidder’s past Supply Chain Management practices</b>
16.5	<p><b>Each party</b> to the bid must complete and return the “Declaration of bidder’s past Supply Chain Management practices”</p> <p>Bids submitted without a completed and signed Declaration of bidder’s past Supply Chain Management practices <b>will</b> be deemed non-responsive.</p>
<b>16.6</b>	<b>Certificate of Independent Bid Determination</b>
16.6	<p><b>Each party</b> to the bid must complete and sign the Certificate</p> <p>Bids submitted without a completed and signed Certificate of Independent Bid Determination <b>will</b> be deemed non-responsive.</p>
<b>16.7</b>	<b>Invitation to Bid</b>
16.7	<p>Bidders must complete, sign, and return the full “Invitation to Bid” document.</p> <p>Bids submitted without a completed and signed Invitation to Bid <b>will</b> be deemed to be non-responsive.</p>
<b>16.8</b>	<b>Pricing Schedule</b>
16.8	<p>Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.</p>
16.8	<p>All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission. Bids submitted without a price or with an incomplete price, <b>will</b> be deemed to be non-responsive.</p>
16.8	<p>A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.</p>
<b>16.9</b>	<b>Registration on the CSD</b>
16.9	<p>In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database.</p> <p>Bids submitted without the required proof, <b>will</b> be deemed to be non-responsive.</p>
<b>16.1</b>	<b>Registration Certificates</b>
16.1	Registration with professional bodies

Bids submitted without proof **will** be deemed to be non-responsive.

I/we herewith accept all the above-mentioned special conditions of the bid. If I/we do consider a deviation therefrom, I have noted those as per the instruction in above.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FOOD & BEVERAGES MANUFACTURING SECTOR EDUCATION AND TRAINING AUTHORITY (FOODBEV SETA)**

BID NUMBER:	FB-SETA (21-22) T0010	CLOSING DATE:	02 May 2023	CLOSING TIME:	11:00 am
DESCRIPTION					

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 07 WESSEL ST, RIVONIA, SANDTON, 2128**

Tenders should be submitted in triplicate consisting of two hard copies (one original and one copy) and one electronic copy, all bound in a sealed



envelope endorsed FB-SETA (22-23) T0010: the appointment of a panel of accredited training providers. The sealed envelope must be placed and be deposited in the FoodBev SETA Tender Box, Ground Floor, 07 Wessel St, Rivonia, Sandton, 2128 no later than closing time and date.

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
---	--

CONTACT PERSON	CONTACT PERSON
TELEPHONE NUMBER	TELEPHONE NUMBER
FACSIMILE NUMBER	FACSIMILE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS

<b>SUPPLIER INFORMATION</b>
-----------------------------

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:	<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
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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
--	--	-------------------------------------	---

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>
---

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 THE QUESTIONNAIRE BELOW ]
---	--	--	---

<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
---

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO.: <u>FB SETA (22-23) T0010</u>
CLOSING TIME 11:00	CLOSING DATE: <u>02 MAY 2023</u>

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ***(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	---

1. The accompanying information must be used for the formulation of proposals.

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

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
	R.....	R.....
	R.....	R.....
	R.....	R.....
	R.....	R.....
	R.....	R.....

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

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

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

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

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

5.2. Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF THE EXPRENS E TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
	TOTAL		

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index .....
- .....
- .....
- .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

<sup>2 2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**3. DECLARATION**

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

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

through public auctions; and  
 (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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



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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT)  
 CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

The following terms shall be interpreted as indicated:

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

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

- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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](http://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 analysed 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 for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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 fulfilment 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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

22. Penalties 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

### 28. Limitation of liability

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.

28.1 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

## 29. Governing language

(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.

29.1 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 (NIP) Programme

34 Prohibition of Restrictive practices

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.

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

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.

The above General Conditions of Contract (GCC) are accepted by:

<b>Full Name (s) &amp; Surname</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date</b>	

## Annexure A

### Qualifications

FoodBev SETA Learning Pathway	NQF Level	Programme Title	SAQA ID
	1	General Education and Training Certificate: Food and Beverage Handling Processes	58026
Specialisations (NQF 2)			
	2	National Certificate: New Venture Creation (SMME)	49648
	2	National Certificate: Bread and Flour Confectionery Baking	50307
	2	National Certificate: Food Processing: Plant Baking	64029
Specialisations (NQF 3)			
	3	National Certificate: Bread and Flour Confectionery Baking	50308
	3	National Certificate: Food and Beverage Packaging Operations	57694
	3	National Certificate: Food and Beverage Processing: Spirits Processing	20509
	3	National Certificate: Food and Beverages Processing: Brewing Processing	20505
	3	National Certificate: Fresh Meat Processing	59386
	3	National Certificate: Meat Processing	57880
	3	National Certificate: Spirits Production	63929
	3	National Certificate: Winemaking	63869
	3	National Certificate: Information Technology: End user computing	61591
Management (NQF 4)			
	4	Further Education and Training Certificate: Generic Management	58345
	4	National Certificate: New Venture Creation	23953
	4	National Certificate: Information Technology: Technical Support	24293
	6	National Diploma: Clear Fermented Beverage Processing: Brewing	49532
	6	National Diploma: Manufacturing Management: Food and Beverage	21847

	6	National Diploma: Supply Chain Management: Sensitive Consumer Products	80686
Artisans (NQF 4)		Millwrights	96309
		Electricians	96308
		Fitters and Turner	94020
		Refrigeration Mechanic	96246
		Mechatronics	96310