



REQUEST FOR BIDS

BID DETAILS

BID NUMBER:		FB-SETA (23-24) T0004
CLOSING	Date:	31 January 2024
	Time:	12:00 pm
DESCRIPTION:		APPOINTMENT OF A PANEL OF AGENCIES (PUBLIC RELATIONS & MARKETING) FOR A PERIOD OF 3 YEARS
TECHNICAL QUERIES		Lunga Mokoena
EMAIL ADDRESS:		scm@foodbev.co.za
COMPULSORY VIRTUAL BRIEFING SESSION:	Date:	12 January 2024
	Time:	10:00 am – 11:00 am
Validity Period		120 Days

DETAILS OF BIDDER

Organisation/individual:

Contact person:

Telephone/ Cell number:

E-mail address:

.....

ACRONYMS

Terms	Definitions
B-BBEE	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
BID	Written offer in a prescribed or stipulated form in response to an invitation by FOODBEV SETA for the provision of goods, works or services
EME	Exempted Micro Enterprise in terms of the Codes of Good Practice
GCC	General Conditions of Contract
GRAP	A set of concepts that function as guidelines for the accounting processes in the public sector
IP	Intellectual Property e.g. original works, such as inventions, designs, logos, images, music, or texts
SCM	Supply Chain Management
SLA	Service Level Agreement

GLOSSARY

Terms	Definitions
AWARD	Conclusion of the procurement process and final notification to the effect to the successful bidder
CONTRACTOR	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
ORIGINAL BID	Original document signed in ink, or Copy of original document signed in ink,
ORIGINALLY CERTIFIED	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
SCHEDULE 3A ENTITY	As per the classification by National Treasury these refer to other National public entities

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TENDER NUMBER: FB-SETA (23-24) T0004

Appointment of a panel of agencies (Public Relations & Marketing) for a period of 3 years

SECTION A

1. INTRODUCTION

FoodBev SETA is a Schedule 3A Public Entity established in terms of the Skills Development Act 97 of 1998. FoodBev is currently operating in Johannesburg at number 7 Wessel Road, Sandton Rivonia. FoodBev SETA's function is to promote, facilitate and incentivize skills development in the Food and Beverages Manufacturing Sector. FoodBev SETA is one of 21 sector education and training authorities (SETAs) across the economy mandated to deliver on the National Skills Development Plan (NSDP) goals and objectives.

This document serves as Terms of Reference (TOR) for a tender inviting qualified service providers to offer comprehensive public relations and marketing services. The primary objective of this tender is to secure a cost effective, efficient, reliable and risk mitigated Public Relations & Marketing services.

2. PURPOSE

2.1. FoodBev Manufacturing SETA seeks to establish a panel of prequalified service providers to provide Public Relations, Graphic design and Multimedia services, Media Relations, Media Training, Crisis Management, Content Generation and Events Management for a period of three (3) years on a rotational basis. Only Public Relations/Marketing/Creative Agencies that are registered with PRISA or ACASA will be considered to form part of the panel of service providers.

3. OBJECTIVE

- 3.1. To appoint service providers to develop Public Relations/Marketing Strategies that will positively improve and influence the perception of FoodBev Manufacturing SETA stakeholders and the public to increase brand awareness.
- 3.2. The successful service providers must:
 - 3.2.1. Possess in-depth knowledge and experience in Public Relations, Marketing, Events Management and Management of Online Platforms (Social Networks, Blogs, and Websites, etc.)
 - 3.2.2. Demonstrate creativity in terms of design, planning and execution of public relations.
 - 3.2.3. Demonstrate ability to design corporate documents and marketing materials.

4. SCOPE OF WORK AND DELIVERABLES

The broad scope of work will include Public Relations, Graphic design and Multimedia services, Media Relations, Media Training, Crisis Management, Content Generation and Events Management:

- 4.1 The service providers must amongst others be able to provide and deliver the services listed below in accordance with instruction issued by FBS from time to time but not limited to the following:

No.	Area(s) of specialization	Requirements
1.	Public Relations	<ul style="list-style-type: none"> a) Design, develop and implement Public Relations (PR) and corporate communication strategy for FBS. b) Development of an annual Public Relations strategy and plan for the FBS. c) Develop, implement, and maintain a positive reputation and image for the organization to internal and external stakeholders. d) Plan PR programmes, including the preparation of cost estimates and budgets. e) Write, edit, and arrange production of newsletters, annual reports, pamphlets and brochures, website, blogs. f) Prepare visual aids and assist with drafting of public presentations. g) Provide media monitoring and analysis on behalf of FBS and give insight into how media and other opinion leaders are responding to FBS's key messages. h) Monitor the media daily with the intention to respond as timeously as possible. i) Provide daily briefs on media coverage, both corporate and industry not later than 07H00 a.m. daily. j) Analyze and identify feasible, effective channels of communication for all FBS programmes/projects especially the most rural areas. k) Provide recommendations resulting out of the media monitoring review and detailed responses. l) Advise on the preferred and effective modes of communication where FBS events (exhibitions, open days etc.) will take place.
2.	Graphic Design and Multimedia Services	<ul style="list-style-type: none"> a) Concept design, design and production, project management, and editing. b) Complete both graphic art and design work, blending live 3D photos with 3D stock work. If materials and graphics utilized are not 100% original, the Contractor must certify images, illustrations or wording submitted are copyright free without violation of any applicable copyright law. c) Conceptualize, design, and deliver graphic design material in print and web-based formats not limited to include: <ul style="list-style-type: none"> i. Billboards (poster and digital designs) ii. Banners (interior/exterior designs) iii. Posters iv. Exhibition stalls v. Invitations (mailing list) vi. Promotional flyers (varies) vii. Print advertisements (BW, colour, video embedded) viii. Email/newsletter templates (Outlook and Constant Contact) ix. Web page icons (landing page, headers on content pages) x. Event branding (not limited to invitations and programmes (for all events and including the Bi-Annual Stakeholders Gala Dinner)

No.	Area(s) of specialization	Requirements
		xi. Other graphic and visual projects, as needed by the FBS
3	Media Relations	<ul style="list-style-type: none"> a) Develop the FBS Media management plan and assist with its implementation thereof. b) Have an existing and reliable media list and relationships c) Develop and maintain effective working relations with editors, journalists, and media outlets both nationally and provincially, locally particularly in areas with high FBS profile projects d) Develop and maintain a media database which must be updated on a quarterly basis and shared with FBS. e) Generate timely periodic press releases/statements for dissemination to the local and international media proactively and as guided by the FBS. f) Develop a media plan on how FBS will allocate budgets on advertising and other media buying initiatives such as but not limited to TV, outside broadcasting, radio adverts, newspaper advertorials and social media. g) Implement a media program to increase awareness of FBS service offerings and products. h) Interview stakeholders to gain knowledge in preparation for media publications. i) Generate articles for publications and publish with relevant media/bodies. j) Develop and maintain FBS presence in the media throughout the project and allow it to reach target audiences at the right time. k) Conduct an impact assessment and generate a report at the end of the intervention. l) Coverage of scheduled events related to the assignment. m) Organize television and radio interviews for FBS staff or stakeholders to provide more information on the new qualifications offered by FBS. n) Develop FBS multi-media releases and profile them accordingly on various platforms including traditional media, website, and other digital and social media platforms. o) Create and maintain the FBS national, regional, and local media list, including specialized publications related to the food and beverages sector, skills development, career guides etc. p) Compile and distribute relevant news clips relating to FBS's business and initiatives on a regular basis with recommendations where responses are deemed necessary. q) Initiate or assist in writing media advisories, media statements, press releases, good news stories and other documents for distribution to the media.
4.	Media Training and Interviews	<ul style="list-style-type: none"> a) Work with FBS to identify candidates (board, executives, managers, etc.) for media training, including advanced media training. b) Identify and coordinate media training session(s).

No.	Area(s) of specialization	Requirements
		<ul style="list-style-type: none"> c) Prepare detailed briefs for the relevant FBS Spokesperson and other personnel interacting with the media. d) Prepare briefing and follow up documents for every interview/debate session that FBS staff may be profiled/interviewed.
5.	Crisis Management	<ul style="list-style-type: none"> a) Review the current crisis management plan and establish a process to ensure that crisis is effectively anticipated, managed, and evaluated. b) Develop a crisis management strategy and implementation plan with monitoring tools and analysis thereof. c) Facilitate the process of development and implementation of an incident and crisis communication plan for the FBS action briefs as per guidelines from the FBS Crisis Communication team. d) Disseminate updates timeously.
6.	Content Generation	<ul style="list-style-type: none"> a) Generate content for internal and external publication, including FBS online platforms (Social and Website), with all the content approved by FBS. b) Source, write, edit, proofread, and prepare (where necessary research) all content for FBS publications (print and online) and other publications such as quarterly newsletters, leaflets, pamphlets and other printed material that will be made available to stakeholders and users. c) Edit and proofread all content for FBS publications including the Annual Report, digital platform publications and other publications that will be produced for the duration of the contract. d) Develop speeches when called upon for the FBS Management and Board. e) Translation of materials into any of the official languages as and when required. f) Oversee production of visual (film/ video/ photography), audio and electronic material, including preparation of information for intranet, social pages, and the FBS website. g) Cover milestone events (learner recruitment, graduations etc.) for publications. h) Attend related occasions and build a gallery of photos for media distribution.
7.	Events Management (Activations, Exhibitions etc.)	<ul style="list-style-type: none"> a) Manage complex events and provide logistical support including liaising with stakeholders, political heads, local media, hospitality, VIP, and guest’s management etc. b) Manage special events, such as press conferences and manage all aspects including media relations, audio-visual support, staging, programme agenda and collateral material. c) Provide on-site brand activation (directional signage, merchandising, etc.).

No.	Area(s) of specialization	Requirements

Please note:

- Considering that FoodBev SETA has its head office situated in Johannesburg, Public Relations/Marketing Agencies must prove their presence in Gauteng as no additional disbursements will be payable for any agency outside of Gauteng.
- **Bidders must expressly specify the area(s) of specialization that they are bidding for.**

5. RULES OF ENGAGEMENT ONCE APPOINTED ON THE PANEL:

- 5.1. The agencies will be listed on a panel to provide Public Relations, Graphic design and Multimedia services, Media Relations, Media Training, Crisis Management, Content Generation and Events Management to FoodBev SETA for a period of three (3) years.
- 5.2. The appointed agencies must enter into a Service Level Agreement (SLA) with FoodBev SETA.
- 5.3. Service provider(s) appointed into the panel are not guaranteed any work under this tender proposal. The basis of engaging the firms will be on an assignment (as and when required) basis.
- 5.4. FoodBev SETA will source and award assignments on a rotational basis to all panel members to ensure fairness and equitability.
- 5.5. FoodBev SETA may at its sole discretion under specific circumstances, award an assignment or any part thereof to more than one panel member.
- 5.6. FoodBev SETA may at its own discretion vary an instruction to include more work or exclude work areas. In the case of the latter, the agency will not be entitled to claim for any additional costs.
- 5.7. The panel members should not cede or assign any part of the SLA nor subcontract any part of the work assigned to them without the prior written authorisation of FoodBev SETA.
- 5.8. The panel members are required to keep the same profile of team members as per bid documentation throughout the contract period. Should there be any changes within the firm’s structure or team profile, authorisation in writing should be sought from FoodBev SETA.
- 5.9. The appointed service providers(s) shall be measured by a performance management system, and they should always adhere to service levels.
- 5.10. The performance of successful Bidders shall be measured in terms of the SLA and service levels shall be always adhered to.
- 5.11. The Bidder(s) shall at all times maintain an operational IT and telephony capability, as required by FoodBev SETA, and shall inform FoodBev SETA within 24 hours of any breakdown or other issue that may impact communication between the agency and FoodBev SETA.

6. DURATION

- 6.1. The estimated timeframe for the Public Relations, Graphic design and Multimedia services, Media Relations, Media Training, Crisis Management, Content Generation and Events Management FoodBev Manufacturing SETA services shall be three (3) years.

SECTION B

7. THE BID EVALUATION PROCESS

Bid submissions will be evaluated in accordance with the below tender evaluation stages:

7.1.1 STAGE 1: MANDATORY CRITERIA:

Failure to comply with the mandatory requirements will result in the rejection of the bidder's submission.

No	DESCRIPTION OF THE CRITERIA	MEANS OF VERIFICATION
1.	Attendance of a compulsory briefing session. A virtual morning briefing session will be held from (10:00) to (11:00) via Microsoft Teams . Interested bidders must RSVP (with the bid reference number as the subject of the email) two days before the session to the email : scm@FoodBev.co.za	Name of bidder appears in the attendance register.
2.	Certificate of good standing with PRISA or ACASA	Bidder must submit the following documents, if certified must not be older than six (6) months: a. Certified copies of accreditation and letter of good standing with PRISA or ACASA

NB. Bids that do not comply with the mandatory requirements will not be considered for stage 2 evaluation.

7.1.2 ADMINISTRATIVE REQUIREMENTS:

1.	Submission format & compliance documents	The Potential bidder must submit three (3) bid proposals as follows: i. Two (2) Hard copies and one (1) electronic copy in PDF format saved on a memory stick, clearly marked, and indexed. ii. Bid proposals must be properly bonded, punched and numbered in line with the response format detailed in Section C of this bid document. iii. Submit fully completed and signed documents required in Section C of this bid document.
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7.1. **STAGE 2: FUNCTIONAL EVALUATION CRITERIA:**

7.1.1. Bidders must meet the minimum functionality of **75.00** points out of 100 points in order 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.

1. CRITERIA: BIDDER’S RELEVANT EXPERIENCE		WEIGHTING ALLOCATED
Experience of the Bidder(s) in the areas of specialization (Public Relations, Graphic design and Multimedia services, Media Relations, Media Training, Crisis Management, Content Generation and Events Management)		
The bidder must provide written reference letters from contactable clients for similar services provided (excluding FoodBev SETA) in the last (5) years. The reference letters must be on the bidder’s client’s letterhead, duly signed by the authorized person, reflecting the level of service and performance provided by the bidder. The SETA will only consider reference letters for the area of specialization applied for.		20.00
✓ No relevant reference letters submitted	0.00	
✓ Two (2) relevant reference letter	10.00	
✓ Three (3) relevant reference letters	15.00	
✓ Five (5) or more relevant reference letters	20.00	
REQUIRED SUPPORTING DOCUMENTATION: The bidder must submit duly signed reference letters or testimonials – which must be in the client’s letterheads entailing the details of the services, level of performance, and types of service rendered and the names, contacts details of the client’s representative. The reference letters must not be older than five (5) years.		
2. CRITERIA: EXPERIENCE OF THE PROJECT TEAM		WEIGHTING ALLOCATED
Experience of the Bidder(s) in the areas of specialization (Public Relations, Graphic design and Multimedia services, Media Relations, Media Training, Crisis Management, Content Generation and Events Management)		
2.1 ACCOUNTS MANAGER		
<ul style="list-style-type: none"> • The Accounts Manager should have at least 5 years’ experience in managing similar projects. • Demonstration of practical knowledge and experience in a PR and Marketing environment. • Must possess a NQF level 7 (degree) or relevant qualification in Public Relation/Marketing Management and/or similar. 		20.00
✓ Less than five years’ Experience (4 Years and below)	0.00	
✓ Five (5) years’ experience with qualification	10.00	
✓ More than five (5) years’ experience with qualification	20.00	

<p>REQUIRED SUPPORTING DOCUMENTATION:</p> <ul style="list-style-type: none"> • Abridged CV for the account’s manager clearly indicating experience in managing similar projects and qualification. • Certified copies of NQF level 7 relevant qualification in Public Relations/Marketing Management and/or equivalent. 		
<p>2.2 TEAM MEMBERS EXPERIENCE</p> <ul style="list-style-type: none"> • The abridged CVs of the project team that will be allocated to this project clearly detailing their experience in working on similar projects and an NQF level 6 qualification in Public Relations/Marketing and/or equivalent. • Team members must have a minimum of three (3) years’ experience of working on similar projects. <p>The bidder must provide at least two (2) team members that will work on the account.</p>		20.00
<p>✓ Less than three years’ experience (2 years and below)</p>	0.00	
<p>✓ Three (3) years’ experience with qualification</p>	10.00	
<p>✓ Five (5) or more years’ experience with qualification</p>	20.00	
<p>REQUIRED SUPPORTING DOCUMENTATION:</p> <ul style="list-style-type: none"> • Abridged CV for at least two team members clearly indicating experience in managing similar projects and qualification. • Certified copies of NQF level 6 relevant qualification in Public Relations/Marketing Management and/or equivalent. 		
<p>3. METHODOLOGY AND APPROACH</p>		<p>WEIGHTING ALLOCATED</p>
<p>Bidder must provide a detailed plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. The response must indicate how the scope of work as indicated in clause (4) above, will be implemented, and should include the following amongst others:</p> <ul style="list-style-type: none"> • Public Relations • Graphic design and multimedia services • Digital Marketing Services • Media Relations • Media Training • Events Management (Activations and Promotions) • Crisis Management • Content Generation and editing services. <p>Describe as to how they will respond to the request from the client for services to be rendered and the response time to process the requests as well as attending to queries from the client including reports and reconciliation method to be applied.</p>		
<p>✓ Excellent: Satisfies the requirements. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.</p>	40.00	

✓ Very Good: Satisfies the requirements. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.	30.00	
✓ Acceptable/Good: Satisfies the requirement. The response shows an acceptable level of understanding of the requirement and provides some satisfactory level of details on how the requirements will be fulfilled.	20.00	40.00
✓ Unacceptable: Does not meet the requirement. Does not comply and/or insufficient/no information provided.	0.00	100.00
✓ TOTAL POINTS		

7.2. **STAGE 3: PREFERENCE POINTS SYSTEM**

- a. The 80/20 preference points system will be utilized 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
Total Points		100.00

- b. The price component will not be applicable for this bid as the fee will be determined at specific assignment/s.

Specific Goals

- a. 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 (> 51% blacks)	50%	10.00
Woman Ownership	30%	6.00
Black Youth Ownership	20%	4.00
Total	100%	20.00

- b. Bidders are required to score a minimum of 12 points out of the 20 points for specific goals in order to be considered for award.
- c. Bidders must submit the following documents as a means of verification for specific goals:
 - i. CIPC documents (company registration documents),
 - ii. A certified copy of the B-BBEE certificate (or an original affidavit signed by a Commissioner of Oaths regarding the B-BBEE status), and
 - iii. Submission of proof of the bidder’s registration on the CSD (Full report)
- d. Bidders who fail to submit the mandatory documents will not qualify for points allocated for specific goals.

SECTION C**8. TENDER SUBMISSION INSTRUCTIONS**

- 8.1. 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, BID No: FB-SETA (23-24) T0004: The appointment of a panel of agencies (public relations & marketing) for a period of 3 years. The sealed envelope must be placed and be deposited in the FoodBev SETA Tender Box, Ground Floor, 7 Wessels, Rivonia, Sandton, 2128 no later than closing time and date.
- 8.2. Bids must be submitted in a prescribed response format herewith enclosed as 'Response Format'.
- 8.3. The closing date, company name and the return address must also be endorsed on the envelope.
- 8.4. 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.
- 8.5. **Courier Company should indicate on the submission register who they are submitting on behalf of.**
- 8.6. **No bids received by telegram, telex, email, facsimile, or similar medium will be considered.**
- 8.7. 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.
- 8.8. All the documentation submitted in response to this bid must be in English.
- 8.9. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the tender document.
- 8.10. 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.
- 8.11. 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.
- 8.12. A valid tax clearance certificate or confirmation of pin must be included in the bid response.
- 8.13. A copy(s) of certificates from the organizations/ bodies that the bidder is affiliated to must be included in the bid response.
- 8.14. FoodBev SETA reserves the right to call bidders for further presentation of their service or perform due diligence before awarding.
- 8.15. The FoodBev SETA reserves the right to conduct supply chain due diligence process, including site visits and inspections at any time during the bidding and contract period.

9. RESPONSE FORMAT

- 9.1. **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:**

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

9.2.1. **Cover Page:** The cover page must clearly indicate the bid reference number, bid description and the bidder's name.

9.2.2. Schedule 1:

- a. Executive Summary/Cover Letter – The cover letter should be brief (not more than two pages maximum). Describe why your company/consortium considers it to be best qualified to achieve any of the services listed in scope of work.
- b. Brief company profile (Five pages maximum)
- c. List of relevant contracts completed within the past five years.
- d. References from each respective in relation to the above listed contracts.
- e. Qualifications and Experience – This section shall contain relevant information on qualifications and experience related to the relevant profession.
- f. 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.
- g. 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.
- h. Rejection of bids: FoodBev SETA reserves the right not to proceed with the award of the proposal.
- i. Section 5 of this tender document (duly completed and signed)

9.2.3. Schedule 2:

- a. Valid tax clearance certificate or confirmation of pin.
- b. Originally 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.
- c. Original certified copy of the company's professional accreditation (not a copy of a certified copy)
- d. Certified ID copies of all directors.
- e. A certified copy of the B-BBEE certificate (or an original affidavit signed by a Commissioner of Oaths regarding the B-BBEE status)
- f. 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.

10. AUTHORISATION

The **Bid Adjudication Committee (BAC)** hereby confirms that the information included in this bid document is agreed upon by all members, compliant, accurate and complete.

SIGNATORIES:

Approval by the BAC Chairperson: Mr Magugu Maphiwa

Signature: _____ Date: _____

Noted by the CEO: Ms Nokuthula Selamolela

Signature: _____ Date: _____

11. ANNEXURES

10.1. ANNEXURE A - COMPLIANCE DOCUMENTS AND CONDITIONS TO TENDER

10.2. ANNEXURE B – SBD FORMS

10.3. ANNEXURE C – GENERAL CONDITIONS OF CONTRACT (GCC)

1. CONDITIONS OF CONTRACT

The successful service provider undertakes:

- 1.1. To treat all relevant and available data and/or information provided by the FoodBev SETA and its employees strictly confidential;
- 1.2. Not to discuss or make any information available to any member of the public, press or other service provider/consultant or any other unauthorized person(s) except as authorized by the FoodBev SETA;
- 1.3. Not to copy or duplicate any software or documentation for private use;
- 1.4. To give back to the FoodBev SETA all documentation, reports, programmes etc. upon completion of the project;
- 1.5. General conditions of tender, contracts and orders will be applicable in the execution of the contract;
- 1.6. Parking and travel between the prospective service provider's home/office and the FoodBev SETA will be borne by the Service Provider;
- 1.7. Failure to adhere to the above conditions will lead to the invalidation of the quotation;
- 1.8. The FoodBev SETA reserves the right to discontinue work on any element of the quotation at any given time in consultation with the Senior Manager: Human Resources of the FoodBev SETA, for example the quality of work delivered is poor or the service provider is unduly delaying delivery of service;
- 1.9. Enter into a Service Level Agreement with the FoodBev SETA before the final acceptance of the tender proposal.
- 1.10. The Contract/SLA may be finalized within a period of maximum of five (5) working days for signature before commencement of the work. Bidders must note that FoodBev SETA contracts are vetted by outsourced lawyers therefore it is important to note that it is the responsibility of the bidder to also vet their contract before signing it off.
- 1.11. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 1.12. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goals, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 1.13. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots

2. IMPORTANT INFORMATION TO NOTE - GUIDELINES

2.1. Disclosures

Bidder to disclose if they have been subject to proceedings or other arrangements relating to bankruptcy or insolvency

3. DISCLAIMER

- 3.1. FoodBev SETA reserves the right not to appoint a service provider
- 3.2. Not to appoint a bid that scored the highest points i.e. award a bid, on reasonable and justifiable grounds, to a bidder that did not score the highest points
- 3.3. Award the contract or any part thereof to one or more service providers
- 3.4. Reject all bids

- 3.5. Decline to consider any bids that do not conform to any aspect of the bidding requirements
- 3.6. Request further information from any bidder after closing date for clarity purposes
- 3.7. Cancel this RFQ or any part thereof at any time
- 3.8. Require the shortlisted bidders to make presentations at the venue communicated with the bidder and this presentation will be made by bidder at their own cost
- 3.9. Points scored will be rounded to 2 decimals
- 3.10. FoodBev SETA does not communicate with any bidders telephonically indicating that the bidder will be assisted to receive the award in return of financial resources. FoodBev SETA does not request bribes from any of the bidders and should a bidder receive such request, please that bidder must immediately notify FoodBev SETA and the police.

4. CONFIDENTIALITY

- 4.1. Bids submitted will not be revealed to any other bidders and will be treated with utmost confidentiality
- 4.2. All information pertaining to FoodBev SETA obtained by the bidder as a result of participation in this RFQ is confidential and must not be disclosed without written authorisation from the FoodBev SETA
- 4.3. The project lead will abide by FoodBev SETA Code of Conduct and all laws, rules and regulations that govern the SETA

5. MISCELLANEOUS

- 5.1. The service provider should include any additional information deemed useful to the FoodBev SETA in evaluating the proposal.

6. NEGOTIATIONS

- 6.1. FoodBev SETA will enter into negotiations to agree on fees, scope of work, scope of service, and other salient commercial terms with the preferred bidder.

7. VALIDITY

- 7.1. The proposal provided to FoodBev SETA in terms of this request for quotations will be valid for a period of 90 days from the date of submission with the exception of the Tax and B-BBEE certificates which must still be valid at the time of award.
- 7.2. Should there be a need to request extension of the finalization of the award of the bid, the bidders will be duly informed, and the tender/proposal will remain valid except for items mentioned above.

8. CONDITIONS OF PAYMENT

- 8.1. No service should be provided to FoodBev SETA before an official purchase order has been issued to the supplier. An invoice supported by all relevant documentation must be submitted to FoodBev SETA for certification and authorization before payment can be made. Invoices will be payable 30 days after receipt of the invoice and statement.

9. COST OF TENDERING/ PROVIDING QUOTATIONS

- 9.1.** The bidders shall bear all costs and expenses associated with the preparation and submission of the tender document/proposal. FoodBev SETA shall under no circumstances be responsible and/or liable for any such costs, regardless of, and without limitation to the conduct or outcome of the tendering, evaluation, and selection process. The bidder will have no claim against FoodBev SETA where bids are cancelled for whatever reason.

10. UNSUCCESSFUL BIDDERS

- 10.1.** Please note FoodBev SETA decision on the selection of the successful bidder is final and FoodBev will not enter any further correspondence and/or negotiations with any unsuccessful bidder.

Annexure B

COMPLIANCE DOCUMENTS AND CONDITIONS TO TENDER

1)	GENERAL
1.1	The Bidder must clearly state if deviations from these special conditions are offered and the reasons thereof. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to the application submission.
1.2	Bids not completed in this manner may be considered incomplete and rejected.
1.3	FoodBev SETA shall not be liable for any expense incurred by the Bidder in the preparation and submission of a bid.
2)	CANCELLATION OF PROCUREMENT PROCESS
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.
3)	BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA
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.
4)	NEGOTIATION AND CONTRACTING
4.1	FoodBev SETA have the right to enter into 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 ¹ 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 into one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.
5)	ACCESS TO INFORMATION
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.
6)	REASONS FOR REJECTION
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.

¹ See GLOSSARY.

6.2	<p>The FoodBev SETA may disregard the bid of any bidder if that bidder, or any of its directors:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Have abused the SCM system of the FoodBev SETA. <input type="checkbox"/> Have committed proven fraud or any other improper conduct in relation to such system. <input type="checkbox"/> Have failed to perform on any previous contract and the proof exists. <p>Such actions shall be communicated to the National Treasury.</p>
7)	GENERAL CONDITIONS OF CONTRACT
7.1	The General Conditions of Contract must be accepted.
8)	ADDITIONAL INFORMATION REQUIREMENTS
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
9)	CONFIDENTIALITY
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.
10)	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT
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.
11)	NON-COMPLIANCE WITH DELIVERY TERMS
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.
12)	WARRANTS
12.1	The bidder warrants that it can conclude this Agreement to the satisfaction of FoodBev SETA.
13)	PARTIES NOT AFFECTED BY WAIVER OR BREACHES
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.
14)	RETENTION
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.
15)	CENTRAL SUPPLIER DATABASE
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: http://ocpo.treasury.gov.za/Pages/default.aspx
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.
16)	FORMAT OF BIDS
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	Bidders are to set out their proposal in the format prescribed hereunder. 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	Part 2: SARS Tax Clearance Certificate(s)
16.3.1	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. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za . Bidders may also submit a printed TCS together with the bid. In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided. Bids submitted without any one of the above, will be deemed to be non-responsive.
16.4	Declaration of Interest
16.4.1	Each party to the bid must complete and return the "Declaration of Interest". Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.
16.5	Declaration of Bidder's past Supply Chain Management practices
16.5.1	Each party to the bid must complete and return the "Declaration of bidder's past Supply Chain Management practices". Bids submitted without a completed and signed Declaration of bidder's past Supply Chain Management practices will be deemed non-responsive.
16.6	Certificate of Independent Bid Determination
16.6.1	Each party to the bid must complete and sign the Certificate. Bids submitted without a completed and signed Certificate of Independent Bid Determination will be deemed non-responsive.

16.7	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017
16.7.1	Bidders must complete, sign and return the full "Preference Points Claim Form" document. In addition, a valid BEE certificate must be submitted. Quotes submitted without a completed and signed Preference Points Claim Form and a valid BEE certificate will be awarded zero points for preference.
16.8	Invitation to Bid
16.8.1	Bidders must complete, sign and return the full "Invitation to Bid" document. Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.
16.9	Pricing Schedule
16.9.1	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.
16.9.2	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, will be deemed to be non-responsive.
16.9.3	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.
16.10	Registration on the CSD
16.10.1	In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database. Bids submitted without the required proof, will be deemed to be non-responsive.
16.11	Registration Certificates
16.11.1	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:

Annexure C

SBD FORMS

SBD 1 - Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FOOD AND BEVERAGE MANUFACTURING SETA					
BID NUMBER:		CLOSING DATE:		CLOSING TIME: 11:00	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (<i>STREET ADDRESS</i>)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON				CONTACT PERSON	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS				E-MAIL ADDRESS	
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 SPECIFIC GOALS]

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]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN)

ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

**SBD 3.3.
Pricing Schedule: Professional Services**

NAME OF BIDDER:
 BID NO.
 CLOSING TIME
 CLOSING DATE

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY
 NO ***(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 WITH THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST RENDERED IN TERM HEREOF)

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

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 EXPENSES	RATE	QUANTITY	AMOUNT
.....	R.....

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

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

DESCRIPTION OF THE EXPENSES	RATE	QUANTITY	AMOUNT
.....	
.....	
.....	
.....	

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project.

R.....

8. Are the rates quoted firm for completion of project? *YES/NO

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

.....

Any enquiries regarding bidding process may be directed to –

FoodBev SETA
 7 Wessels street
 Rivonia, Sandton
 2128

Tel: 011 253 7300
 scm@FoodBev.co.za
 Lunga Mokoena
 Tel: 011 253 7300

SBD 4.1 - Declaration of Interest

1. Any legal person, including persons employed by the State², 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 a price bid, advertised competitive bid, limited bid or proposal). 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 –
 - 1.1. The bidder is employed by the State; and/or
 - 1.2. The bidder is a Management Board member of FoodBev SETA and/or
 - 1.3. 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, shareholder, etc³):
 - 2.4. Company Registration Number:
 - 2.5. Tax Reference Number:
 - 2.6. VAT Registration Number:

² "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;
- (e) Parliament.

³ "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

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

2.7. Are you or any person connected with the bidder presently employed by the State? **YES / NO**

2.7.1. 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 the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

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.)

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

.....

.....

.....

2.8. Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the State in the previous twelve (12) months? **YES / NO**

2.8.1. If so, furnish the following particulars.

.....

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

2.9. Do you, or any person connected with the bidder, have 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?

YES / NO

2.9.1. If so, furnish the following particulars.

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

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1. If so, furnish the following particulars.

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

2.11. Do you or any of the directors/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 the following particulars.

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

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

Full Name	Identity Number	Personal Tax Reference No	State Employee Number/ Peral Number

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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 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	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices

- 1 This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the FoodBev SETA'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.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	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 homepage.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	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 homepage.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	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"/>
3.3.1	If so, furnish particulars:		

3.4	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"/>
3.4.1	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

SBD 9 - Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid:

[Subject] - [Abstract]

(Bid Number and Description)

in response to the invitation for the bid made by:

FOODBEV SETA

(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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 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 consortium⁴ will not be construed as collusive bidding.

⁴ 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.

7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 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.
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