



BID DOCUMENT

BID DESCRIPTION:

APPOINTMENT OF SERVICE PROVIDER FOR THE COMPLETE MANAGEMENT AND OPERATION OF THE PRESTIGE LEVEL (COOKED AND FAST FOODS) STAFF CATERING SERVICE AND INFRASTRUCTURE, FOR THE PERIOD OF THREE YEARS.

BID NUMBER: PO: 2021/22:011

CLOSING: 01 FEBRUARY 2022

TIME: 11:00 AM

VALIDITY PERIOD: 150 DAYS

NON-COMPULSORY BRIEFING SESSION:

DATE: 19 January 2022

TIME: 09:30

VENUE: Microsoft Teams

(click on the link below to access the session)

[Click here to join the meeting](#)

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Special Conditions (Specification /Terms of Reference)

Section 3: General Conditions

NB: Standard bidding Documents (SBDs) Forms MUST be fully completed with a black ink only, and not re –typed. Where the cancellation is made, bidder MUST sign. The use of Tipex or related Materials is not allowed. Failure will result in the Bid /Proposal been Disqualified /Invalidated. Bidders must submit original, compact disc and additional one (01) copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated. The bid documents must be submitted in a sealed envelope.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PO 2021/22: 011	CLOSING DATE:	01 February 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE COMPLETE MANAGEMENT AND OPERATION OF THE PRESTIGE LEVEL (COOKED AND FAST FOODS) STAFF CATERING SERVICE AND INFRASTRUCTURE, FOR THE PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
UNION BUILDINGS					
GOVERNMENT AVENUE					
ARCADIA					
PRETORIA					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
		[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder.....	Bid number PO 2021/22: 011
Closing Time 11:00	Closing date 01 February 2022

OFFER TO BE VALID FOR **150** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:

- Brand and model
-
- Country of origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery

- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, 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-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder 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 attached proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

2.11.1 If so, furnish particulars:

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S) DATE:
ADDRESS.....	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

TERMS OF REFERENCES / SPECIFICATIONS



THE PRESIDENCY REPUBLIC OF SOUTH AFRICA SUPPLY CHAIN MANAGEMENT

APPOINTMENT OF SERVICE PROVIDER FOR THE COMPLETE MANAGEMENT AND OPERATION OF THE PRESTIGE LEVEL (COOKED AND FAST FOODS) STAFF CATERING SERVICE AND INFRASTRUCTURE, FOR THE PERIOD OF THREE YEARS.

1. REQUEST FOR PROPOSALS/BIDS (RFP)

- a. The Presidency is looking for a bidder to provide catering services for the Presidency meetings, a sit-down and take-away staff cafeteria which provides meals and refreshments for staff working at the Union Buildings. The staff numbers vary between 400 and 450, depending mainly on Parliamentary sessions. It also caters, to a limited extent, for functions at the Union Buildings, and outside Union building

2. SCOPE AND EXTENT OF WORK

- a. The role of the bidder is to provide catering services for a sit-down and take-away staff cafeteria, in The Presidency, which provides meals, and refreshments for VIPs and VVIPs and staff working at the Union Buildings based in Pretoria in accordance with the terms and conditions as stipulated in the bid documents.
- b. The cafeteria facility will be operated and managed on a full risk (no subsidy or management fee) basis.
- c. The bidder is to also provide catering services for the meetings and events for the Presidency in Pretoria.
- d. The bidder is also required to provide events infrastructure e.g. Tents, Chairs, couches, mobile ablution facilities, which are disabled friendly, gazebos, etc. as and when required.

3. DESCRIPTION OF THE SERVICES REQUIRED

- a. Tenders are hereby invited for the complete management and operation of a prestige level (cooked and fast foods) Staff Cafeteria, including catering service for functions in the Union Buildings and other sites.
- b. For meetings, the bidder will be required to provide for special meals according to dietary requirements including vegetarians, diabetics, Halaal, Kosher, low carb etc. This can be done through reputable caterers by outsourcing at a reasonable cost. For daily serving, such specials meals will be done on pre-order only for both cafeteria and meetings.
- c. The bidder is required to serve packaged takeaways meals, in line with the relevant Disaster Management Regulations, or health and safety regulations for staff and VVIPs e.g breakfast/lunch/snacks/dinner. Packaging to be appropriate for a microwave and oven. The packaging and the selection of different menu's be per delegate. e.g as served in business class air travel on a tray + individually wrapped wet-wipes/hand towels; disposable quality crockery & cutlery, salt & pepper etc.
- d. The bidder is required to have warming trolleys for deliveries to offices for breakfast and lunch. Menus and delivery times to be included in the Service Level Agreement.
- e. The bidder should have temperature controllers for their vehicles, mobile food warming cabinets, tray trollies with covers, mobile insulated food servers etc.
- f. Modern equipment and serving equipment (chafers, croissant warmers, electric water urns, bulk brewer urn etc.)
- g. The bidder will be required to provide vending machines at strategic areas within the Union Buildings as to ensure there's availability of meals at all times.
- h. Use of modern food warming equipment for takeaway foods like heated pads etc.

DETAILS OF SERVICES TENDERED FOR

4. Segments scope

4.1 Staff Cafeteria:

The following are compliance requirements

- a. The Cafeteria will be open for sit-down meals between 07:15 and 16:30 from Monday to Friday each week, except public holidays. Limited number to be considered at the canteen for sit-down meals due to disaster management regulations or health and safety requirements.
- b. The bidder will be responsible for the cleaning, fumigation and decontamination of the

- canteen in relation with disaster management regulations or health and safety regulation.
- c. A menu indicating the variety of food items that will be offered from time to time, is attached to this tender. (The purpose is to evaluate the variety of food items that will be offered.
 - d. The Cafeteria will sell at the same prices as similar free-market facilities in Pretoria, or cheaper

Pricing for Cafeteria at Union Buildings as per below menu

ITEM DESCRIPTION	QUANTITY	PRICE YEAR 1 (INCL VAT)	PRICE YEAR 2 (INCL VAT)	PRICE YEAR 3 (INCL VAT)
Sandwiches				
Cheese and Tomato (Brown bread)	Each			
Cheese and Tomato (Brown bread)	Each			
Cheese and Tomato (White bread)	Each			
Cheese and Tomato (Rye or other health Bread)	Each			
Cheese and Tomato (croissants)	Each			
Cheese and Ham (White bread)	Each			
Cheese and Ham (Brown bread)	Each			
Cheese and Ham (Rye or other health Bread)	Each			
Cheese and Ham (croissants)	Each			
Cheese, Ham and Tomato (Brown bread)	Each			
Cheese, Ham and Tomato (White bread)	Each			
Cheese, Ham and Tomato (Rye or other health Bread)	Each			
Cheese, Ham and Tomato (croissants)	Each			
Chicken Mayonnaise (Brown bread)	Each			
Chicken Mayonnaise (White bread)	Each			
Chicken Mayonnaise (Rye or other health Bread)	Each			
Chicken Mayonnaise (croissants)	Each			
Bacon, Egg and Cheese (Brown bread)	Each			
Bacon, Egg and Cheese (White bread)	Each			

Bacon, Egg and Cheese (Rye or other health Bread)	Each			
Bacon, Egg and Cheese (croissants)	Each			
Bacon and Egg (Brown bread)	Each			
Bacon and Egg (White bread)	Each			
Bacon and Egg (Rye or other health Bread)	Each			
Bacon and Egg (croissants)	Each			
Salami and Cheese (Brown bread)	Each			
Salami and Cheese (White bread)	Each			
Salami and Cheese (Rye or other health Bread)	Each			
Salami and Cheese (croissants)	Each			
Egg Mayonnaise (Brown bread)	Each			
Egg Mayonnaise (White bread)	Each			
Egg Mayonnaise (Rye or other health Bread)	Each			
Egg Mayonnaise (croissants)	Each			
Tuna Mayonnaise (Brown bread)	Each			
Tuna Mayonnaise (White bread)	Each			
Tuna Mayonnaise (Rye or other health Bread)	Each			
Tuna Mayonnaise (croissants)	Each			
Roasted Beef and Mustard (Brown bread)	Each			
Roasted Beef and Mustard (White bread)	Each			
Roasted Beef and Mustard (Rye or other health Bread)	Each			
Roasted Beef and Mustard (croissants)	Each			
Avocado and Cheese (Brown bread)	Each			
Avocado and Cheese (White bread)	Each			
Avocado and Cheese (Rye or other health Bread)	Each			
Avocado and Cheese (Rye or other health Bread)	Each			
A platter with a variety of plain sandwiches per person	Each			

Breakfast sides				
Bacon	Each			
Plain Ham (slice)	Each			
Boiled Egg	Each			
Cheese (slice)	Each			
Chips – Small	Each			
Chips – Medium	Each			
Chips – large	Each			
Russians – Small	Each			
Russians – Medium	Each			
Russians – large	Each			
Vienna	Each			
Frankfurters	Each			
Hake – Small	Each			
Hake – Medium	Each			
Hake – large	Each			
Rolls, dagwood and burgers				
Russian Roll	Each			
Hotdog	Each			
Chip Roll	Each			
Hamburger	Each			
Cheese Burger	Each			
Egg Burger	Each			
Cheese and Egg Burger	Each			
Bacon and Egg Burger	Each			
Dagwood	Each			
Chicken Burger	Each			
Steak Burger	Each			
Vegetarian Burger	Each			
Pies				
150g Chicken Curry	Each			
150g Roasted Chicken	Each			
150g Steak	Each			
150g Oxtail	Each			
150g Beef stew	Each			
150g liver	Each			
150g Steak and Kidney	Each			
150g Champion Boerewors	Each			

Hot Starch				
300g Pap	Each			
300g Rice	Each			
300g Cous cous	Each			
300g Dumpling	Each			
300g Ting Pap	Each			
Meat				
150g Chicken Maotwana	Each			
150g Liver	Each			
150g Gizzard	Each			
150g Mogodu	Each			
150g Hard body chicken	Each			
150g Chicken Curry	Each			
150g Grilled chicken	Each			
150g Beef stew	Each			
150g Mutton stew	Each			
Assorted				
Salads	Each			
Vegetables	Each			
Pastry Lunch	Each			
Finger Lunch	Each			
Executive Finger Lunch	Each			
Cold Drinks				
Soft Drinks/Sodas 500ml	Each			
Soft Drinks/Sodas 330 ml	Each			
Sparkling juice equivalent to appletizer and grapetizer 330ml	Each			
Fruit juice equivalent to Liquifruit 330ml	Each			
Ice Tea 500ml	Each			
Energy Drinks 250 ml	Each			
Energy Drinks 500ml	Each			
Mineral Water 500ml	Each			
Sparkling Water 500ml	Each			
Milkshakes 250ml	Each			
Fruit Shakes or Smoothies 250ml	Each			
Hot drinks (beverages) equivalent to:				

Assorted Coffee equivalent to Jacobs, Nescafe, Decaf, Filter Coffee, douwe Egbert standard size	Each			
Assorted teas equivalent to ginger, ginger & honey tea and fresh ginger, garlic and sliced lemon, earl grey tea, rooibos , Ceylon, English breakfast, green tea, herbal, etc. standard size	Each			
Sweeteners equivalent to salati white and brown, canderel, equal, etc	Each			
Hot Chocolate standard size	Each			
Cappuccino standard size	Each			
Espresso standard size	Each			
Café Mocha standard size	Each			
Hot Horlicks standard size	Each			
Milo standard cup	Each			
Soup Standard Mug	Each			
Confectionary and dessert				
Cake per slice (Assorted)	Each			
Pastries (Assorted)	Each			
Muffins	Each			
Croissants	Each			
Scones	Each			
Yogurt 100g	Each			
Fruit Salad per person	Each			
Salad Platter per person	Each			
Fruit platter per person	Each			
Biscuits Platter per person	Each			
Sweets and chocolate equivalent to:				
Individual Sweets equivalent to mints, chappies,	Each			
Various chocolates equivalent to lunch bar 62g , Bar one 90g , Chomp 360g, Top deck slab 80g	Each			

4.2 Catering for meetings as per below Menu

- a. The bidder is required to be able to provide catering service for different level of

- meetings and events as per given classification, such as VVIP (Most rank individuals), VIP (High rank individuals) and normal guest (Other ranks individuals)
- b. The bidder is required to ensure that setting and delivery arrangement are as per meeting and events classification. The standard should perfectly meet the classification of meeting and events without being questionable.
 - c. The food served and the equipment used for serving must be of exceptional quality and suitable standards to cater for VIPs and VVIPs delegates.
 - d. In case of meetings with the main guests or majority guests be Muslim all food on the buffet needs to be Halaal.
 - e. Ordering, and delivery times and set-up of meeting venue requirements will be outlined in the SLA. The bidder takes responsibility for setting up serving stations with clean, modern equipment and should understand high level serving etiquette)
 - f. When catering for meetings include the delivery of food, drinks, crockery and utensils crockery and utensils (optional) to any venue inside the Banquet Room, the Union Buildings, those must be of modern/excellent quality. No chipped, cracked or stained crockery and cutlery) will be allowed.
 - g. The bidder is required to collect and clean-up within the period stipulated in the SLA after the meeting.
 - h. The bidder is required to provide staffing and equipment to assist during meetings (Oversee).
 - i. The bidder is required to ensure that their staff is dressed appropriate with clean professional attire at ALL TIMES (Dress code) the type of uniform to be agreed to between The Presidency and bidder.
 - j. Food and beverages including stations must be labelled at all times taking into account the food and safety regulations.
 - k. High quality Coffee/Tea: local and international brands may be used and as far as possible, it should be individually packaged.
 - l. Filter coffee for bigger meetings should also be an option with proper brewing capacity
 - m. Suggestions on alternative breakfast canapé or lunch options would be welcomed.
 - n. Food must be of a high quality standard.
 - o. South Africa is well known for its fresh seasonable fruits and whole fruit baskets should also be of a high standard.
 - p. The bidder is required to note that the below menu will be used as and when there is a need for meeting and events for buffet and individual packaging. The menu for quotation will be managed and signed by the Responsibility Manager according to the meeting classification when requesting for quotation.
 - q. Indicate the prices of the following items to be provided on buffet during meetings, the price should be per person:

ITEM DESCRIPTION	QUANTITY	PRICE YEAR 1 (INCL VAT)	PRICE YEAR 2 (INCL VAT)	PRICE YEAR 3 (INCL VAT)
Hot beverages				
Assorted teas equivalent to ginger, ginger & honey tea and fresh ginger, garlic and sliced lemon, earl grey tea, rooibos, English breakfast, green tea, etc.	Each			
Assorted Coffee equivalent to Jacobs, Nescafe, Decaf, Filter Coffee, douwe Egbert (individually packaged)	Each			
Variety of Instant cappuccinos equivalent to Nescafe (individually packaged)	Each			
Fresh Milk pods (individually packaged)	Each			
Assorted powder Milk Sachets equivalent to quality to Cremora and Ellis brown (individually packaged)	Each			
Sweeteners equivalent to salati white and brown, canderel, equal, etc (individually packaged)	Each			
Confectionary				
Plain Scones	Each			
Homemade Biscuits	Each			
Savoury Biscuit	Each			
Muffins	Each			
Plain Croissants	Each			
Spread				
Butter 7g equivalent to clover, Carry gold	Each			

ITEM DESCRIPTION	QUANTITY	PRICE YEAR 1 (INCL VAT)	PRICE YEAR 2 (INCL VAT)	PRICE YEAR 3 (INCL VAT)
Jam portion 15g equivalent to all gold, hillcrest	Each			
Margarine 15g equivalent to Flora	Each			
No processed cheese	Each			
Processed cheese: similar to melrose, laughing cow, kiri, etc.	Each			
Variety of Cream Cheese	Each			
Sachets packed cheese	Each			
Sandwiches fillings aside for individual choice				
Cheese and Tomato	Each			
Cheese and Ham	Each			
Cheese, Ham and Tomato	Each			
Chicken Mayonnaise	Each			
Bacon, Egg and Cheese	Each			
Bacon and Egg	Each			
Salami and Cheese	Each			
Egg Mayonnaise	Each			
Tuna Mayonnaise	Each			
Roasted Beef and Mustard	Each			
Avocado and Cheese	Each			
Cold meat	Each			
Sandwiches				
Cheese and Tomato (Brown bread)	Each			
Cheese and Tomato (White bread)	Each			

ITEM DESCRIPTION	QUANTITY	PRICE	PRICE	PRICE
		YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
Cheese and Tomato (Rye or other health Bread)	Each			
Cheese and Tomato (croissants)	Each			
Cheese and Ham (White bread)	Each			
Cheese and Ham (Brown bread)	Each			
Cheese and Ham (Rye or other health Bread)	Each			
Cheese and Ham (croissants)	Each			
Cheese, Ham and Tomato (Brown bread)	Each			
Cheese, Ham and Tomato (White bread)	Each			
Cheese, Ham and Tomato (Rye or other health Bread)	Each			
Cheese, Ham and Tomato (croissants)	Each			
Chicken Mayonnaise (Brown bread)	Each			
Chicken Mayonnaise (White bread)	Each			
Chicken Mayonnaise (Rye or other health Bread)	Each			
Chicken Mayonnaise (croissants)	Each			
Bacon, Egg and Cheese (Brown bread)	Each			
Bacon, Egg and Cheese (White bread)	Each			
Bacon, Egg and Cheese (Rye or other health Bread)	Each			
Bacon, Egg and Cheese (croissants)	Each			
Bacon and Egg (Brown bread)	Each			
Bacon and Egg (White bread)	Each			
Bacon and Egg (Rye or other health Bread)	Each			
Bacon and Egg (croissants)	Each			
Salami and Cheese (Brown bread)	Each			
Salami and Cheese (White bread)	Each			

ITEM DESCRIPTION	QUANTITY	PRICE YEAR 1 (INCL VAT)	PRICE YEAR 2 (INCL VAT)	PRICE YEAR 3 (INCL VAT)
Salami and Cheese (Rye or other health Bread)	Each			
Salami and Cheese (croissants)	Each			
Egg Mayonnaise (Brown bread)	Each			
Egg Mayonnaise (White bread)	Each			
Egg Mayonnaise (Rye or other health Bread)	Each			
Egg Mayonnaise (croissants)	Each			
Tuna Mayonnaise (Brown bread)	Each			
Tuna Mayonnaise (White bread)	Each			
Tuna Mayonnaise (Rye or other health Bread)	Each			
Tuna Mayonnaise (croissants)	Each			
Roasted Beef and Mustard (Brown bread)	Each			
Roasted Beef and Mustard (White bread)	Each			
Roasted Beef and Mustard (Rye or other health Bread)	Each			
Roasted Beef and Mustard (croissants)	Each			
Avocado and Cheese (Brown bread)	Each			
Avocado and Cheese (White bread)	Each			
Avocado and Cheese (Rye or other health Bread)	Each			
Avocado and Cheese (croissants)	Each			
Cold meat (Brown bread)	Each			
Cold meat (White bread)	Each			
Cold meat (Rye or other health Bread)	Each			
Cold meat (croissants)	Each			
Breakfast				
Lamb Sausages	Each			
Scrambled Eggs	Each			

ITEM DESCRIPTION	QUANTITY	PRICE YEAR 1 (INCL VAT)	PRICE YEAR 2 (INCL VAT)	PRICE YEAR 3 (INCL VAT)
Bakes Beans	Each			
Beacon	Each			
Boiled eggs	Each			
Muesli	Each			
Plain Double cream yoghurt 125ml	Each			
Low fat yoghurt 175g	Each			
Cream yoghurt 100g	Each			
Yoghurt 125g	Each			
Muesli & yoghurt 125ml	Each			
Muesli, yoghurt & fruit 125ml	Each			
Muesli & fruit 125ml	Each			
Plain Double cream yoghurt 125ml	Each			
Low fat yoghurt 175g	Each			
Cream yoghurt 100g	Each			
Rusk	Each			
Cup of Soup	Each			
Platters (minimum number of 5)				
Freshly Fruit	Each			
Whole fruit	Each			
Fruit Salad	Each			
Ass Freshly yoghurt	Each			
Biltong Platters	Each			
Fish Platter	Each			

ITEM DESCRIPTION	QUANTITY	PRICE	PRICE	PRICE
		YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
Nuts	Each			
Cheese	Each			
Cold Meat Platter without pork	Each			
Cold Meat Platter with pork	Each			
Mint sweets				
Salads				
Salad Platter (Green or Greek)	Each			
Traditional Three Bean Salad	Each			
Potato Salad	Each			
Chakalaka Salad	Each			
Marinated Mushroom salad with Herb	Each			
Capsicum Pasta Salad	Each			
Beans Salad	Each			
Pesto	Each			
Vegetables				
Traditional Spinach	Each			
Mushroom	Each			
Mediterranean roasted vegetables	Each			
Sauteed Mixed Vegetables in Season	Each			
Pumpkin	Each			
Butternut	Each			
Cauliflower Au Gratin	Each			
Glazed Carrots	Each			
Steamed Carrots	Each			

ITEM DESCRIPTION	QUANTITY	PRICE	PRICE	PRICE
		YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
Garlic Potato	Each			
Potato Bake	Each			
Sweet potato	Each			
Assorted starches that may not be listed	Each			
Meat/Fish				
Fish Platter	Each			
Beef Stew	Each			
Leg of Lamb	Each			
Roast Chicken	Each			
Grilled chicken breast	Each			
Fish	Each			
Lamb chops	Each			
Chicken Curry	Each			
Basmati Rice	Each			
Mogodu	Each			
Oxtail	Each			
Grilled Fish (Assorted)	Each			
BBQ Chicken	Each			
Brisket	Each			
Lamb Stew	Each			
Gravy	Each			
Beef casserole	Each			
Beef steak	Each			
Roasted chicken	Each			
Roasted beef	Each			

ITEM DESCRIPTION	QUANTITY	PRICE	PRICE	PRICE
		YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
Fried fish (assorted)	Each			
Steamed fish (assorted)	Each			
Stuffed chicken breast	Each			
Hot meals				
Samp without beans	Each			
Samp with beans				
Basmati Rice	Each			
Rice	Each			
Ting pap	Each			
Pap Balls	Each			
Steamed Bread	Each			
Bean Curry served with Roti's	Each			
Feta Quiche	Each			
Vegetable Lasagne	Each			
Roast Chicken	Each			
Dumpling	Each			
Cous cous	Each			
Chicken Lasagne	Each			
Spinach and Cherry Tomato	Each			
Potato Bake	Each			
Vegetarian wraps	Each			
Finger lunch				
Chicken drummies	Each			
Chicken winglets	Each			

ITEM DESCRIPTION	QUANTITY	PRICE	PRICE	PRICE
		YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
samoosa	Each			
Spring Rolls	Each			
Lamb chops	Each			
Meatballs	Each			
Riblets	Each			
Beef skewers	Each			
Chicken skewers	Each			
Fish	Each			
Haalal meal	Each			
Kosher finger lunch	Each			
Vegen finger lunch	Each			
Sauces assorted (small bottles)				
Hot	Each			
Mild	Each			
Jalapino	Each			
Fish sauce	Each			
Dessert				
Jelly	Each			
Cheese Cake	Each			
Custard	Each			
Jelly and Custard	Each			
Mulva pudding	Each			
Custard	Each			
Cake (assorted)	Each			
Ice cream	Each			
Soft Drinks/Sodas				
Sparkling juice equivalent to Grapetiser / Appletiser 330ml	Each			
Sparkling juice equivalent to Grapetiser / Appletiser 500ml	Each			
Sparkling juice equivalent to Grapetiser / Appletiser 1l	Each			
Fruit juice equivalent to Liquifruit 330ml	Each			
Fruit juice equivalent to Liquifruit 500ml	Each			

ITEM DESCRIPTION	QUANTITY	PRICE	PRICE	PRICE
		YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
Fruit juice equivalent to Liquifruit 1l	Each			
Ice Tea 330ml	Each			
Ice Tea 500ml	Each			
Ice Tea 1l	Each			
Energy Drinks 250ml	Each			
Mineral Water 500ml	Each			
Mineral Water 1l	Each			
Sparkling Water 500ml	Each			
Sparkling Water 1l	Each			

4.3 TAKE AWAY PACKAGING FOR MEALS PER PERSON

Description	PRICE	PRICE	PRICE
	YEAR 1 (INCL VAT)	YEAR 2 (INCL VAT)	YEAR 3 (INCL VAT)
Paper bag			
Foil packaged			
Paper cups			
Plastic cutlery			
Labelling			
Cling wrap packaged			
Variety colour Serviettes 2 ply			
Variety colour Serviettes 3 ply			
Cocktail serviettes			
Takeaway container : Breakfast			
Takeaway container: Lunch			
Takeaway container: Dinner			
Takeaway container: Fruit Salad			
Takeaway container: Finger lunch			
Takeaway cutlery set			
Takeaway container : sandwiches			

4.4 INFRASTRUCTURE PRICING PER ITEM

Item description	PRICE YEAR 1 (INCL VAT)	PRICE YEAR 2 (INCL VAT)	PRICE YEAR 3 (INCL VAT)
Tent 6m x 12m			
Water proof stretch 6m x 12m			
Water proof Stretch tents 9m x 30m			
Water proof Stretch tent, 6m x 12m			
Water proof Stretch tent 15m x 60m			
Framed Tent, with air-conditioning, 6m x 12m			
Framed Tent, with air-conditioning, 15m x 37.5m			
Framed Tent, with air-conditioning, 10m x 15m			
Framed Tent, with air-conditioning 15m x 60m			
Framed Tent 24m x 60m			
Marquee 6m x 12m			
Marquee 15m x 22.5m			
Marquee 15m x 37.5m			
Marquee 15m x 60m			
Chairs, without covers			
Chairs, with covers			
3 seater couch			
2 seater couch			
Garden Umbrellas 200cm x 300cm			
Gazeebo 3 x 3m			
Gazeebo 6 x 3m			
Tiffanys Chairs			
Wimbledon chairs			
Kinglouis xvi			
Plastic party chairs			
Chair covers			
Cutlery			
Glasses			
Water glass			
Wine glass			
Flute glass			

Under plates			
Table cloth			
Tables			
Round tables			
Square glass tables			
Trestle tables			
Steel square tables			
Fresh flowers			
Vases			
Sound system to accommodate minimum 100 delegates			
Fire extinguisher			
Food Delivery Fee			
Infrastructure Delivery Fee			
Waiters/waitress			
Overtime			
Ablution facilities 2.4 metre x 2.4 metre			
Ablution facilities 3.6 metre x 3 metre			

5. MANAGEMENT REQUIREMENTS

- a. The successful tenderer will be required to provide adequate financial, catering and restaurant management for the smooth operation of the **services**.
- b. A representative of The Presidency will confer with the bidder on prices, food items provided and the level and efficiency of service and any other matters of mutual agreement.
- c. The Presidency will manage performance and institute punitive measures on matters such as non-deliveries, non-compliance to health regulations, timeous deliveries, cleanliness and professional services.
- d. Quotations and menu plans must be processed with in 24 hours after a request was made for 50 pax. Urgent request must be attended within 2-3 hours after formal request.
- e. Any dispute about adherence to these specifications and the quality of services rendered by the **bidder** or a perceived violation of these tender specifications by the **Presidency** will be resolved as per Service Level Agreement.
- f. **The tenderer has to include a business plan indicating how the services tendered for will be approached and operated with a view to achieving a professional and**

successful operation. Failure to submit such Business Plan will invalidate the Tender. (There is no prescript regarding the format or length of the Business Plan.)

- g. Details of the relevant experience (including periods of such experience) of the Service provider as well as references has to be attached to this tender.
- h. Information about the staff members who will initially be spending 20 hours or more per week on the catering service should be attached for this service. The number of staff members and the functions that they will be performing (such as “manager”, “chef” or “waiter”) should be indicated. Failure to provide this information shall invalidate the tender.
- i. The **bidder** hereby binds itself to provide a manager to manage (mostly on site) the catering service for the duration of the contract.
- j. **The bidder must have current similar restaurant type facilities which can be inspected by The Presidency as part of the process should it be deemed necessary. Proof of this in the form of a copy of a currently valid contract should be attached.**
- k. *The minimum period of catering management experience of the referred to in paragraph (g) above will be 5 years.*

6. SECURITY AND HEALTH REQUIREMENTS

- a. All staff members involved with the **bidder** will require a positive security clearance from the security agencies of the State. In a case where the clearance is negative, the bidder will be disqualified.
- b. Delivery of food supply by suppliers to the building will only be allowed from 06:30 to 07:30 on weekday.
- c. **The bidder must have the certificate of acceptability for food premises from the municipality for the current facility they are operating and must obtain the same once appointed.**
- d. **The bidder must have Halaal certificate or provide Halaal certificate of the subcontract.**

7. DURATION OF CONTRACT

- a. Acceptance of a bid submitted in terms of these specifications will constitute a contract between the Presidency and the bidder. Such contract will be valid for three 3 years from the Commencement date, with an option to extend the contract by mutual consent.
- b. The two parties shall be abided by Service Level Agreement during the term of contract.

The Service Level Agreement shall be signed before the commencement of the contract.

- c. The bidder will be required to enter into a lease agreement for the rental of the premises with the Presidency and Department of Public Works and Infrastructure.
- d. The bidder hereby binds itself to start rendering the Catering Services within the following period after the tender has been awarded.

8. DECLARATION OF EXPERIENCE

Reference letters from clients indicating period of experience must be attached in support of experience declared below:

Name of Client	Date of Appointment	Number of years with the Client	Contact Number of Client

9. UNDERTAKINGS BY THE PRESIDENCY

The Presidency undertakes the following:

- a. To allow short listed tenderers to inspect the existing facilities and equipment, before the final awarding of the tender
- b. To make all the existing catering equipment available to the **bidder** from the **commencement date**. The **Presidency and The Department of Public Works and Infrastructure** will enter into an SLA with the bidder.
- c. To allow the **bidder** to make deliveries in the Union Buildings using trolleys or otherwise. This may be limited to certain times of the day and certain areas.
- d. To allow the bidder to make deliveries to the offices prior orders only.
- e. To allow the service provider to charge deliveries for meals according to radius.

After the **Commencement date**, cleaning of and pest control, decontaminating in the premises used for the **Catering Services** will be the responsibility of the **bidder**

10. MONITORING AND EVALUATION OF THE PROJECT

- a. All work is to be carried out in accordance with the time schedule as agreed with the Project Manager in the Presidency and within the agreed deliverable and terms and conditions of the signed contract.
- b. The Presidency's Project Manager would provide a project plan on the deliverables.
- c. Monitoring and evaluation of performance and adherence for the catering service will be done by the Project Manager.
- d. Cost implication on transgression will be dealt within the contract.

11. CONDITIONS OF BID

Bids will be subject to the Supply Chain Management conditions as follows:

- a. The Preferential Procurement Policy Framework Act, Act No. 05 of 2000; the Broad Base Black Economic Empowerment Act, Act 53 of 2003 and regulations issued in 2017 will apply to this bid;
- b. In accordance with the PPPFA, submission will be adjudicated on the 80/20 points system and the B-BBEE codes of good practice as gazetted. Price will make up the total of 80 points, and B-BBEE contributor level will be allocated the remaining 20 points.
- c. The bidder must have tax matter in order to be awarded this bid.

12. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

- a. Only bidders who score at least **60 points** on functionality and **30 points** on inspection will be evaluated further on price and B-BBEE contributor level/status.
- b. Bidders are requested to submit the B-BBEE accreditation certificates from reputable service providers accredited by SANAS (check sanas.co.za); failing which the BEE points claimed will be forfeited.
- c. A service level agreement/contract shall be signed with the preferred bidder. The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period.
- d. The successful bidder will be required to submit valid and original or certified copy of B-BBEE certificate on annual basis for the duration of the contract.
- e. The Presidency reserves the will to conduct site inspection and to inspect the supplier's facilities prior to the conclusion or awarding of contracts to the shortlisted bidders.
- f. **Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.**
- g. **The pricing schedule must be attached as a separate Annexure (per items provided). Bidders are requested to ALWAYS use a black pen as failure to do so**

- will result in the submitted bid/proposal disqualified/invalidated).**
- h. **Standard Bidding Documents (SBD) forms MUST** also be completed with a black ink only, and not to be re-typed.
 - i. **All cancellation and corrections made in the bid document must be signed off. Failure to do so shall also result in the bid being disqualified.**
 - j. **Bidders MUST submit an original and 1 additional copy and 1 compact disc of the bid documents and failure to submit accordingly will be disqualified.**
 - k. Three year contract commencing on date of appointment until finalisation of the contract for the financial year.
 - l. Should the bidder be found negligent or not perform in accordance with the set contractual stipulations and obligations, the Presidency reserves the right to terminate the contract
 - m. In all instances, payment for the services rendered will be made within 30 days after a formal invoice has been received; except in rare and unanticipated/unforeseen circumstances as might happen from time to time.
 - n. The bidders may be invited to give presentation when required.
 - o. **The bidders must include brochures/photos of all equipment, i.e. trolleys, utensils etc to be used in rendering the services tendered for, excluding the ones in the canteen, which is fixed.**

All proposals received will be evaluated in accordance with the **80/20** point system as prescribed in the Preferential Procurement Regulation of 2017. A five (5) phase approach will be followed during the evaluation process.

PHASE 1: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

Only bidders that have either of the following will be considered for phase 2:

“ an EME or QSE in terms of a code of good practice on black economic empowerment issue in terms of section 9(1) of the Black Economic Empowerment Act;

- a. The bidder must at least be 51% owned by black people
- b. And or who are women

PHASE 2: PRE-QUALIFICATION/ SCREENING PROCESS

During this phase the standard bid documents and the special conditions requirements will be checked. Only bidders who comply will be considered phase 3. Note that all the required

documentation must be signed by a duly authorised representative.

The required documentation are as follows:

- a) Signed declaration of interest (SBD 1)
- b) Signed declaration of interest (SBD 3.2)
- c) Signed declaration of interest (SBD 4)
- d) Signed Preference points claim form (SBD 6.1)
- e) Signed declaration of suppliers past supply chain management practices (SBD 8)
- f) Signed certificate of independent bid determination (SBD 9)
- g) Signed pricing schedule (VAT inclusive)
- h) Valid and original B-BBEE level certificate or original Sworn Affidavit – B-BBEE exempted Micro Enterprises (or Certified copies by the Commissioner)
- i) Names and certified ID copy of employees assigned for this project
- j) Certified ID copies of owner(s)
- k) Bidder's registration, e.g. CK document
- l) Bidder's profile
- m) Bidder's business plan
- n) Minimum of three reference letters (Indicating company letterhead the name of company worked/contacted, start and end period, type of service rendered)
- o) Proof of CSD registration

PHASE 3: MANDATORY REQUIREMENTS

In this phase, the minimum requirements will be verified to ensure compliance by the bidder.

Minimum requirements	YES	NO
1. A hygiene and cleaning certificates from the municipality for a currently running similar contract. The certificate must not be more than a year old?		
2. Halaal certificate of the contractor or sub-contracted bidder attached?		
3. An operational catering facility proof must be attached e.g contract water and lights bill etc.?		

Only bidders who met mandatory requirements will be considered for the phase 4:

PHASE 4: FUNCTIONALITY EVALUATION

In this phase, functionality evaluation and site inspection will be considered to determine

compliance by the bidder.

Functionality	65	
Site Inspection	35	
Overall Total	100	

Functionality

Evaluation Criteria	Weight	Points
Experience within the Catering Environment (Declaration 8) References, publications or photos and proof of previous similar institutions contract work as caterer for canteens, will be used to determine the number of experience	25	Less than 5 years (0) 5 years (15) 6 and above (25)
Qualified Chefs	25	10
<ul style="list-style-type: none"> Does the supplier have a qualified Chef and certificate attached? .N.B: certificate must be certified 		
<ul style="list-style-type: none"> Does the Chef has experience (a valid CV must be attached with reference numbers) 		Less than 2 years (0) 2 to 4 years (3) 5 to 10 years (5)
<ul style="list-style-type: none"> Does the Chef registered with South African Chef Association as Professional(A valid proof/certified certificate must be attached) 		10
Will the bidder be able to serve Halaal (proof attached) Halaal certificate of the contractor or sub-contracted bidder attached?	15	15
Sub-total	65	

Proposals that score at least **60 points and above** on functionality evaluation will be considered for inspection

Inspection

SITE INSPECTION AND FOOD TASTING: PLEASE NOTE THAT THIS WILL BE CONDUCTED AT THE ADDRESS WRITTEN ON SBD 1 ONLY.		
Evaluation Criteria	Weight	Points

<p>Cleaning and Hygiene Inspection: All floors and wall of the canteen are cleaned properly in terms of:</p> <ol style="list-style-type: none"> 1. Whether waste and unwanted items are removed from the canteen area. 2. All available dustbin are cleaned and kept at defined/ marked place 3. Does staff wear appropriate uniform and safety clothing? 4. Storage and classification of foods/materials i.e. Chicken not to be mixed with pork 5. Is there proper arrangement for disposal of food waste? 6. Whether all areas with slippery hazard and Pandemic regulations requirements are marked. 7. Whether all utensils and equipment's used in canteen are cleaned. 8. Whether all utensils and equipment's used in canteen are cleaned. 9. Any foul smell observed. 10. Whether cleaning and hygiene compliance issued by the City Council is available. 	10	(1 for each point)
<p>Food Tasting Evaluation</p> <ol style="list-style-type: none"> 1. Serving and Presentation (fresh and colourful, easy to eat closely placed items for maintaining temperature, hot/cold serving plate, stylistic but practical. 2. Portion size and nutritional balance (protein and carbohydrate. Nutritional breakdown to be supplied) 3. Menu and Ingredients Compatibility (do the recipe, ingredients complement each other in colour, flavour, and texture? Are the ingredients balanced in size and amounts?) 4. Creativity and practicality (it the dish creative, showing something modernized. Can the dish be prepared for a party of 200 members)? 5. Flavour and taste (do the specified major ingredients carry the dominant flavours? Is the meal taste? Is the sauce correct consistency and smooth?) 	10	(2 to each point)
<p>Facilities</p> <ol style="list-style-type: none"> 1. Does the bidder have an operational catering facility? 	15	15
<p>Sub-Total</p>	35	

Proposals that score at least **30 points and above** on-site inspection above evaluation be considered for Phase 5 (price and B-BBEE).

PHASE 5: PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION

The bid will be awarded to the bidder who scored the highest points in terms of price and B-BBEE status level contribution. The evaluation criterion for this phase is as set below:

Criteria applicable	Weight
Price	80
B-BBEE Status Level of Contribution	20
Total	100

The bid will be awarded to the bidder who scored the highest points in terms of Price and B-BBEE status level contribution.

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

For the purpose of this tender, bidders will be evaluated on pricing as request on 4.1, 4.2, 4.3, and 4.4

13. CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that he/she has been awarded the contract. No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of the Presidency, except where authorised in writing to do so.

14. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

Please note that the bidder will be required to provide for special meals, upon request / pre order.i.e. Halaal, Kosher, Vegen or any other special requirements as per guest / meetings request. Failure to accept the Special Conditions and General Conditions Contract or part thereof, may result in bid not being considered.

THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the bidder, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

Contact person of service provider: _____

15. DISCLAIMER

The Commission with the assistance of the Presidency reserves the right to not award the bid. The Presidency/Commission reserves the right to award the bid in part.

16. BRIEFING SESSION WILL BE CONDUCTED ONLINE VIA TEAMS APP

Date: 19 January 2022

Time: 09:30

17. SUBMISSION OF PROPOSALS

Completed bid documents should be sealed, clearly marked The Presidency and with the Bid Number. To be deposited in the bid/tender box; this is accessible 24 hours at The Presidency at Union Building, Pretoria on or before **01 February 2022 @11:00.**

Deviations from specifications will result in disqualification. Bidders must to ensure that they received all pages of this documentation. Bid documents must be submitted in original format and not removed from this document

Bid Enquiries:

1. Ms Madira Selomo 012 300 5951 and Tenders@presidency.gov.za

Technical Enquiries:

1. Ms. Noluthando Ngalimani 012 300 5627 and noluthandon@presidency.gov.za

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

7. Performance security 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, test and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of

the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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

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

13. Incidental services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual 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 fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

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

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

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

21. Delays in the supplier's performance 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified

in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or

exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

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

27. Settlement of Disputes 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

34 Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a purchaser's country.

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.