



**KWAZULU-NATAL PROVINCE**  
AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**BID No: DARD 37/20A**

**DESCRIPTION OF SERVICE:**

**APPOINTMENT OF A CATERING COMPANY TO PROVIDE FIXED PRICE CATERING FOR OWEN SITHOLE COLLEGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**NAME OF BIDDER:** \_\_\_\_\_

**PREQUALIFICATION CRITERIA**

Only bidders who meet both of the following prequalification criteria may respond: -

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and**
- (ii) An EME or QSE which is at least 51% owned by black people or woman (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);**

**Return of Bid:**

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: **(033) 355 9109** before **11:00** am on the closing date: **12 February 2021**

**Issued by:**

The Department of Agriculture and Rural Development  
1 Cedara Road  
Cedara  
3200

## TABLE OF CONTENTS

		CONTENTS	PAGE
		Cover page	1
		Table of contents	2
Part A	SBD 1	Invitation to Bid	3-4
	SBD 3	Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms	5
	SBD 3.3	Pricing Schedule (Professional Services)	6
	SBD 4	Declaration of Interest.	7-9
	SBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	10-14
	SBD 7.2	Contract Form - Rendering Of Services	15-16
	SBD 8	Declaration of bidder's past Supply Chain Management practices	17-18
	SBD 9	Certificate of Independent Bid Determination	19-21
	SBD11	Authority to sign a Bid	22-27
Part B		General Conditions of Contract	28-42
Part C		Terms of Reference	43-54
Part D		Special Terms and Conditions	55-61
Annexure A		Specifications	62-69
Annexure B		Financial Summary	70-78
Part E		Bid Disqualifying Factors	79-82
Annexure C		Previous / Current Contracts	83

**Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing**

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>DARD 37/20A</b>	CLOSING DATE:	<b>12/02/2021</b>	CLOSING TIME:	<b>11:00 AM</b>
DESCRIPTION	<b>CATERING FOR OWEN SITHOLE COLLEGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Ms Nozizwe Makaula</b>		CONTACT PERSON	<b>MR B LUTGE</b>	
TELEPHONE NUMBER	<b>033 - 355 9109</b>		TELEPHONE NUMBER	<b>033 - 355 9306</b>	
FACSIMILE NUMBER	<b>n/a</b>		FACSIMILE NUMBER	<b>n/a</b>	
E-MAIL ADDRESS	<b>nozizwe.makaula@kzndard.gov.za</b>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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

NAME OF BIDDER: .....

CLOSING TIME: **11h00**

CLOSING DATE: **12-02- 2021**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
<b>DARD 37/20A</b>	<b>APPOINTMENT OF A CATERING COMPANY TO PROVIDE FIXED PRICE CATERING FOR OWEN SITHOLE COLLEGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>	

Official Company  
Stamp

\_\_\_\_\_  
Signature

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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:

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 Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
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;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1. ....

2. ....

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

DATE:.....

ADDRESS: .....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....  
OFFICIAL STAMP

WITNESSES

1 .....  
.....



## 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?  <b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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 bids<sup>1</sup> 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).<sup>2</sup> 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. disregards 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Director.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

.....

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ..... hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation

shall be included with the bid, together with the resolution by its members authorising a member or other official of

the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at..... Mr/Ms....., whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....

(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....



## **E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative) .....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES: 1**.....

**2**.....

## **F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

IN HIS/HER CAPACITY AS: .....

**SIGNATURE:** ..... **DATE:** .....

**PART B**  
**GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.

- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or

to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-

4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

## **6. PACKAGING, MARKING AND DELIVERY**

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.



- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
  - 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
  - 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate.

Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.
- 12. LAW TO APPLY**
- 12.1 The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.
- 13. OFFERING OF COMMISSION OR GRATUITY**
- 13.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

- 15.1 The quantities of goods offered or delivered shall be according to South African standard weights and measures.

## **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

## **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;
  - 17.2.3 Quantity ordered; and
  - 17.2.4 List of items ordered.

## **18. EXPORT LICENCES**

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including

loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **19. INSURANCE**

- 19.1 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.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## **20. INSPECTION, TESTS AND ANALYSES**

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.

- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

- 21.1 Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## **28. NOTICES**

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

28.2 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 such notice.



## **29. INCIDENTAL SERVICES**

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
  - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

## **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

## **31. SPARE PARTS**

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

## **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

## **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 33.1 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 favorable 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.

## **34. GOVERNING LANGUAGE**

- 34.1 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.

## **35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

## **PART C**

### **TERMS OF REFERENCE**

#### **APPOINTMENT OF A CATERING COMPANY TO PROVIDE FIXED-PRICE CATERING FOR OWEN SITHOLE COLLEGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

##### **1. BACKGROUND**

- 1.1. One of the functions of the KZN Department of Agriculture and Rural Development is to provide education and training through Higher and Further Education and Training qualifications and programmes. Students reside in the hostel on campus and need to be provided with meals throughout the year.

##### **2. GOALS AND OBJECTIVES**

###### **2.1. Goals**

The overall goals of this Terms of Reference are:

- 2.1.1. Rendering of a fixed price catering service at Owen Sithole College of Agriculture, which caters for the training of College students, short courses and meetings.

###### **2.2. Objectives**

- 2.2.1. The issuing of this bid is to appoint the service provider that will provide the following objectives:

##### **3. PROCEDURES AND REQUIREMENTS**

###### **3.1. DUTIES AND OBLIGATIONS OF THE CATERER**

###### **3.1.1. CATERING AND RELATED SERVICES**

- 3.1.1.1. The caterer is required to render to the Institution catering and related services as set out below (also refer All Annexures).

- 3.1.1.2. The caterer is required to provide daily the following meals to the students at the Institution (where applicable):-

- Breakfast
- Lunch
- Supper

- 3.1.1.3. The caterer is required to bid for meals designated as Schedules A, B, C & D. The contents and quality of meals are specified respectively in Annexure A.

- 3.1.1.4. The caterer undertakes to cater for the meals in accordance with the prices as per Schedules A, B, C and D and the Bidder's Financial Summary.

- (a) The caterer shall be paid monthly, as remuneration for the catering and related services actually rendered, on receipt of the invoices.
- (b) The meals provided daily shall be recorded in accordance with the form specified in Annexure A.

### **3.2. ACCOUNTING**

- 3.2.1. The caterer shall be obliged to keep all accounting records in respect of the rendering of the catering service.
- 3.2.2. The accounting period shall run from the first day of the month to the last day of each month.
- 3.2.3. The claims for monthly payments shall be submitted on official invoices of the catering company, supported by the specified schedule.
- 3.2.4. The institution shall appoint an Institutional Project Officer (I.P.O.) and the caterer a Caterer Project Officer (C.P.O.) who shall form a communication link between the parties and who shall work in close co-operation in order to facilitate flow of information, problems, accounts, payments, etc. between the parties.
- 3.2.5. The I.P.O. shall keep account of and monitor the meals, snacks, refreshments and drinks actually served on each occasion to the students at the institution in terms of the contract.
- 3.2.6. The I.P.O. shall certify as correct if he / she is satisfied with the contents thereof, each monthly invoice submitted by the caterer to him for payment.
- 3.2.7. The I.P.O. and the dietician shall also check and satisfy themselves that the meals, snacks, refreshments and drinks comply with the specifications in terms of the contract.
- 3.2.8. The I.P.O. or the Department shall be entitled at any reasonable time to inspect all the records, accounts, invoices, purchases and any other documentation relating to the catering and related services in terms of the contract.
- 3.2.9. Payment of accounts must be affected within 30 days after receipt of a correctly completed and certified account. The Department does not accept responsibility for delays in payment due to incorrect accounts submitted.

### **3.3. PROVISION OF STAFF**

#### **Management and Catering Staff**

The caterer shall:-

- 3.3.1. Provide management and catering staff on the basis, which appears on the "Calculation of Overhead Structures" - Schedule B.
- 3.3.2. Subject to the provisions of clauses 3.3.1 and 3.1 provide all staff required for the efficient operation of the catering service to the Institution

- 3.3.3. Submit along with the bid document a functional organisational structure for managing this contract. A clear indication shall be given of the caterer's envisaged organisational principles, procedures and functions for the effective management and operation of the catering service for this institution.
- 3.3.4. In the event of unforeseen escalation or decreasing of participating personnel numbers, be entitled to negotiate such an increase or decrease of personnel with the Department; following the Department's approved S.C.M. rules and guidelines for convenience.
- 3.3.5. All catering staff must be employed according to the Basic Conditions of Employment Act and wages paid according to the relevant legislation.

### **3.4. MANAGEMENT SERVICES**

The caterer undertakes:-

- 3.4.1. To provide management services in respect of quantity and quality control and supervision of the preparation of food by all staff concerned, as defined in the Food Specification (Annexure A.). The caterer shall ensure that personal supervision by the manager is carried out at all serving points in the dining hall, meals and during preparation of meals.  
To provide additional staff where necessary for any catering function as per **Section 9**.
- 3.4.2. To provide accounting services as defined in **3.2**.
- 3.4.3. To provide management and control of the premises concerned, equipment, furniture and utensils for proper execution of the contract.

### **3.5. PURCHASE AND SUPPLY OF FOODSTUFFS**

**3.5.1.** The caterer undertakes to:-

- 3.5.1.1. Purchase and acquire all foodstuffs and other materials necessary for the proper fulfilment of its catering and management functions at the Institution;
- 3.5.1.2. Arrange for its own account the supply and delivery of all the ingredients necessary for the proper preparation of all menus appearing on the Food Specification Schedules;
- 3.5.1.3. Ensure that all foodstuffs supplied to the Institution are of a quality set out in the specifications and, where required, to submit the food to both quality and quantity control inspection by the I.P.O. and any testing of Menu Specifications;
- 3.5.1.4. If the quantity and quality of any foodstuffs or materials supplied to the students do not comply with the standard and specifications laid down in this document, the Department may, if it considers such non-compliance to be material, immediately on written notice terminate the contract, without prejudice to any other rights available to it.

- 3.5.2. The amount claimed monthly from the Department, in respect of meals, shall not exceed the amount tendered for as per Schedule A.
- 3.5.3. The caterer shall provide meal packs for students away for one meal or a whole day, as and when required. The specifications for these packs are supplied in Annexure A. The price per pack is to be reflected on Schedule C and should include the cost of packaging material.
- 3.5.4. Menus must be displayed at the entrance to the dining hall in a suitable manner.
- 3.5.5. The caterer shall submit a 14-day suggested menu cycle based on the food specification. (Refer Annexure A.).

### **3.6. DIETETIC SERVICES**

The bidder must have:-

- 3.6.1. Dietetic services of a fully qualified dietician on the full - time payroll of the company or organisation or must undertake to acquire the services of such a qualified person on a consultancy basis or otherwise to the satisfaction of the Department of Agriculture and Rural Development.
- 3.6.2. The dietician must visit the Institution at least once every month in order to monitor and evaluate the quality of the services rendered. A written report about the outcome of the visit must be submitted to the Departmental Representative at the Institution within seven (7) days after such a visit.
- 3.6.3. A CV of the dietician is to be produced **and must be registered with the Health Professionals Council of South Africa (HPCSA).**
- 3.6.4. The Department reserves the right to make use of a dietician employed by the Province of KwaZulu-Natal to monitor and evaluate the quality of services rendered by the bidder.

## **4. DUTIES AND OBLIGATIONS OF THE DEPARTMENT**

### **4.1. CATERING EQUIPMENT**

The Department shall supply the following:-

- 4.1.1. All existing catering premises, furniture, fixtures and equipment including electric stoves, as well as cooking utensils, cutlery, crockery, pails etc. and any other relevant catering equipment;
- 4.1.2. The Institute will bear annual replacement costs to a maximum of 15% - any excess above this limit will be for the sole cost of the caterer.
- 4.1.3. All additional catering equipment mutually agreed to between the caterer and the Department;

- 4.1.4. Maintenance, repair, renovation and replacement of items in 4.1.1 and 4.1.2 in a manner that shall reasonably ensure the least disruption of catering services by the caterer. The service provider is required to follow the Department's SCM policies and procedures; for maintenance work or the purchase of new equipment.
- 4.1.5. The caterer is responsible for the supply of gas.
- 4.1.6. Electricity and water for cooking, cleaning, refrigeration and freezing purposes. The caterer undertakes to use these commodities economically.
- 4.1.7. The caterer, together with the I.P.O undertakes to do an inventory and inspection of all furniture, fixtures, catering equipment and utensils as mentioned in 4.1.1 on a mutually agreed upon date prior to commencing with the service.
- 4.1.8. The items in 4.1.1 shall be recorded on an "Inventory Schedule" and shall be signed by both parties, a copy of which shall be attached to the contract.

## **5. MEALS FOR CATERING STAFF**

- 5.1. If the staff of the caterer are entitled to any meals per shift, such costs will be for the account of the caterer.

## **6. UNSCHEDULED MEALS AND MEAL PACKS**

- 6.1. Unscheduled meals, excluding meals provided for in Section 9 of the Special Conditions, when provided, will be for the account of the individual, and will not be payable by the Department. Such meals shall only be allowed at the discretion of the I.P.O.
- 6.2. Late meals or meal packs for students and personnel partaking in sports, classes or personnel on duty, etc. must be booked in advance and shall be supplied by the caterer. Such meals will be payable by the Institution.

## **7. KITCHEN FACILITIES AND CONTROL**

- 7.1. The caterer shall have full access to the kitchen, food stock stores, dining and catering areas and the supervision thereof to render catering services in terms of these conditions. In this regard, the caterer shall have custody and control of all keys that allow access to the kitchen, food stock stores, catering and dining areas and keys to the lockable furniture, equipment, fixtures and fittings. However, access will be limited to these areas and any surrounding buildings and facilities necessary for the rendering of the catering services.

- 7.2. The caterer shall not use (or allow to be used) the designated catering localities or premises for any purpose other than for catering services in terms of these conditions, nor will be allowed to prepare food or serve food on premises other than the designated premises, excluding 9, below.
- 7.3. The caterer shall use (or allow to be used) all furniture, fixtures, equipment, fuel and other materials supplied only for the purpose for which they are provided.
- 7.4. The caterer shall not remove any property of the Institution from the premises or locality where it is kept, by the Institution and shall ensure that these are used in a proper manner.
- 7.5. No structural changes will be affected by the caterer to the existing premises. Any proposed change in structure should be submitted to the Institution, in writing, for consideration and the Institution's decision on the necessity thereof will be final.
- 7.6. The Service Provider shall be responsible to ensure that the provision of the catering service is done in accordance to all their standard policies and procedures. Furthermore, the Service Provider will ensure a copy of all standard policies and procedures are kept on site.

## **8. CLEANING MATERIALS, UNIFORMS AND STATIONERY**

### **8.1. The caterer undertakes to:-**

- 8.1.1. Purchase or acquire and ensure the safe storage at its own in the store rooms provided – All cleaning materials, insecticides, uniforms and stationery, all consumable items such as packaging materials, bin liners, paper serviettes, brooms, squeegees, etc. necessary for the proper fulfilment of its catering and management functions.
- 8.1.2. Be responsible for the eradication of insects in food stock stores, kitchen and dining room at least every three months, or more often if necessary.
- 8.1.3. Purchase uniforms for all staff (such uniforms to bear the logo of the caterer) and be responsible for the laundering of such uniforms. All staff are to be issued with uniforms which fit them adequately. This includes closed, non-slip safety shoes and other necessary Personal Protective Equipment (PPE). These are to be worn at all times while on duty. All staff are to be issued with name badges, which are to be worn at all times, while on duty.

## **9. FUNCTION AND MEETING SUPPLIES**

The caterer may be required to supply additional foodstuffs and other materials / services to the Institution or the Department with the prior consent of the Head of the Institution to enable the Institution to cater for meetings and functions throughout the year (including student holidays).



#### 9.1. College functions

The Institution has numerous functions during the year, such as Graduation and student balls and functions, plus special requests by students and college clubs. The specifications for these must be provided by the Institution on an individual basis and quoted for separately. A separate standing order will be generated for these functions.

#### 9.2. Workshops, Trainings and Meetings

Workshops, trainings and meetings held on Owen Sithole (either the Department or the Institution) will be catered for based on the selection of meals provided for in Schedule D.

The Institution accepts liability only in respect of those functions for which prior approval, as official functions, have been obtained. A separate accounting record is to be maintained for every such event.

### 10. HYGIENE AND CLEANLINESS

10.1. The caterer shall keep all catering and dining areas including all windows, fat traps, catering equipment, fixtures, fittings and kitchen drains and all utensils used in serving meals to the dining room in a clean, hygienic, tidy and inviting condition; to the satisfaction of the I.P.O.

10.2. The caterer undertakes to ensure that all catering staff are at all times clean and neatly dressed in a uniform wearing appropriate head-dress. The caterer further undertakes to ensure that all requirements stipulated in the both the Occupational Health and Safety Act and the Catering Industries Standards, relating to communicable and contagious diseases, are strictly adhered to and are reported to the Institution, as and when necessary. The Service Provider is required to document their cleaning procedure, and implement cleaning schedules and checklists.

10.3. The Service Provider will ensure appropriate cleaning equipment and chemicals are used. A copy of the applicable material safety data sheets for all chemicals must be kept on site and be available for inspection.

10.4. **The Service Provider is also required to implement and maintain any regulations related to new Government Legislation including, but not limited to, The Disaster Management Act.**

## **11. SECURITY REGULATIONS**

11.1. The caterer agrees to ensure that the security regulations that apply at the Institution shall be complied with by all its staff.

## **12. FIRE**

12.1. The caterer shall ensure that all staff under its control know how to handle fire fighting equipment and are made fully aware of where the fire extinguishers are situated.

## **13. TRAINING**

13.1. The caterer shall be responsible for the training of all catering staff on an “on-going” basis for the efficient functioning of the catering service,

13.2. A fully documented “in-service” training matrix and detailed exposition of all envisaged training courses shall accompany the bid document.

13.3. All catering staff are to be suitably qualified to carry out the obligations of the Service Provider, including flexible/temporary staff.

13.4. The Service Provider will ensure all catering staff are trained in the risks of the catering operation and emergency procedures. This will include basic first aid, evacuation of the premises, and the safe use of catering equipment and utilities.

## **14. TRANSPORT**

14.1. The caterer undertakes to provide all suitable and approved transport services necessary for the proper execution of its management and catering functions and shall be fully liable for conveying supplies to the Institution.

14.2. If meals have to be supplied away from the dining hall, the Institution will make the necessary arrangements at its own expense for the necessary transport of food, workers and the distribution of meals and refreshments.

## **15. TELEPHONE**

15.1. The caterer will be liable to provide adequate telephone facilities for the local catering management staff to fulfil the catering management services efficiently. The caterer shall be liable for all call charges made in carrying out management duties.

## 16. RIOT, UNREST AND STOCK LOSS

- 16.1. Should the Institution be closed due to resident and other boycotts, riots and / or unrest, the Department shall be liable for payments as determined in accordance with the provision of this contract for a period of one month (30 days) after a decision has been taken to close the Institution. After the completion of one month (30 days) the Department shall not be liable for payments until the Institution has re-opened.
- 16.2. The caterer shall be liable for the rendering of the catering service irrespective of any boycotts, riots and / or unrest situations until notified in writing that the Institution is to close, **unless it is not deemed to be safe to do so.**
- 16.3. **In the case where the Service Provider deems it not safe to continue, they must indicate this to the Principal and together a determination will be made on the process going forward. If it is deemed unsafe, Section 16.1 will apply.**
- 16.4. During any period of riot, boycott or unrest, the caterer and it's staff occupy the premises of the Department at the caterer's own risk and the Department shall not be liable for any damage to the caterer's or staff property and equipment or injury to or death of the caterer or employees under its / his control. The caterer may not submit any claims against the Department under such circumstances.

## 17. MONITORING

- 17.1. The I.P.O. or his delegate shall at all times have access to the facilities and goods utilised by the caterer for one or more of the following reasons:-
- 17.1.1. Determining whether the conditions as being spelt out in the bid document are being adhered to;
  - 17.1.2. Establishing whether the premises, furniture, fixtures, equipment and fuel are being used in accordance with these conditions;
  - 17.1.3. Inventory control for furniture, fixtures, equipment and utensils, etc. and
  - 17.1.4. Any other reasonable purpose related to these conditions or the wider interest of the Department as contemplated by the contract.
- 17.2. The caterer shall ensure that food service staff handle the equipment according to directions for use and use water, electricity etc. economically. From time to time spot checks will be carried out by the I.P.O.
- 17.3. Regular inspections will be conducted by the dietician and / or the I.P.O. to monitor the standard and quantity of the food provided. The I.P.O. shall be entitled to instruct the caterer to rectify any breach of the specifications forthwith, failure of which the provisions of **Section 22** may be imposed.

- 17.4. Regular health inspections will be carried out by officers of the Department or by persons appointed by the Department.
- 17.5. The caterer shall provide, administer and control coupons, where applicable, for students / staff to obtain meals and refreshments. Control of the coupons issued to students / staff will be the responsibility of the Department, should a dispute arise.
- 17.6. A standing liaison meeting between the I.P.O. and the caterer shall be held and minutes, thereof, be recorded on a monthly basis or more frequently when so required.

## **18. ENVIRONMENTAL MANAGEMENT**

- 18.1. Subject to existing contracts for the removal of refuse and pigswill, the caterer shall be liable for the removal of pigswill and shall ensure that containers for this purpose and the area where it is kept are maintained in a clean and hygienic condition.
- 18.2. All empty containers, packaging material etc. must be placed separately from pigswill in an area / container designated for this purpose.
- 18.3. The Service Provider will be responsible for the disposal of all kitchen waste according to safe environmental practices and compliance to all legal regulations and requirements.
- 18.4. The Service Provider will ensure the safe disposal of used cooking oil.
- 18.5. The Service Provider will implement re-cycling programme initiatives to reduce waste, where possible.
- 18.6. The Service Provider will ensure that all hazardous chemical substances are controlled and no prohibitive substances are used.

## **19. THE CONTRACT**

- 19.1. The successful bidder shall sign a Service Level Agreement, which is part of the bid invitation documents; as acceptance of the bid.
- 19.2. The contract to supply the required catering services in terms of the bid document shall come into being as from the date stipulated in the Service Level Agreement form.
- 19.3. Should the successful bidder fail to furnish the Department with a guarantee as instructed in **Section 20.1**, the Department shall be entitled to act as in **Section 20.2**.

## **20. GUARANTEE**

- 20.1. The successful bidder shall within 14 (fourteen) days after acceptance of his/ its bid furnish the Department with a guarantee by a bank or other financial institution empowered to do guaranteed business, for 2.5% of the amount tendered.

20.2. If the caterer fails to comply with Section 20.1, the Department shall be entitled to terminate the contract, without prejudice to any other rights available to it and the Department shall be entitled to recover any damage suffered as a result of such failure and the necessity to accept a higher bid for the catering service.

## 21. INSURANCE

21.1. The caterer will indemnify the Institution and the Department and hold it harmless against:-

21.1.1. Any damage to the Institution and the Department's property, whether moveable or immovable, including any loss directly arising from damage to property or any act or omission on the part of the caterer or its employees or any damage arising from the use and occupation of the Department's property by the caterer.

21.1.2. Legal liability in respect of any claims which may be made against the Department arising out of damage to property (whether moveable or immovable) of any third parties, including any damage directly or indirectly following from any act or omission on the part of the caterer and its management and allocated staff or any damage arising from the use and occupation by the caterer of the Department's property.

21.1.3. Legal liability to pay claims in respect of the death, injury or illness of any person, including a servant of the Department or their dependants or loss following from or arising from anything done or omitted by the caterer or its management staff or allocated staff or any damage while using or occupying the Department's property.

21.1.4. Any legal costs or expenses reasonably incurred in connection with claims or actions against the Department arising out of the afore-going, including attorney and client costs.

21.2. For the due and proper fulfilment of the indemnity provided for in 21.1 the caterer shall within 14 days after the date of the letter of acceptance, submit proof of insurance cover held by him and maintain to cover the risks in 21.1 as well as the amount of such cover. If the amount is in the opinion of the Department not sufficient, the Department reserves the right to call upon the caterer to increase the amount at the caterer's expense to such an extent as determined by the Department.

21.3. The acceptance of this bid is subject to the condition that if proof of an insurance policy as required in 21.2 above is not received by the Department, the Department may in its sole discretion, without prejudice to other rights available to it, terminate the Agreement and the caterer shall be liable for any damage which the State may sustain as a result of the termination of the Agreement and the appointment of another caterer.

21.4. Should the caterer fail to pay the required premiums to maintain the **Insurance Cover**; the Department may do so and recover the amounts so paid from the caterer by offset or otherwise.

## **22. BREACH AND TERMINATION**

- 22.1. Should either party commit a breach of the provisions of this contract and fail to remedy that breach within 14 (fourteen) days after the receipt of a written notice calling upon it to do so, the party that is not in default shall be entitled to cancel this contract on written notice sent to the other party at the address appearing on the contract, without prejudice to any other right which the non-defaulting party may have as a result of such breach.
- 22.2. The caterer's right to use or occupy any part of the premises or any equipment of the Department shall cease on termination of this Agreement.
- 22.3. The caterer shall vacate the premises on the termination of the contract.
- 22.4. On termination of the contract, both parties shall nominate one person, representing each party, who together shall:
- 22.4.1. Undertake a physical inventory of all Departmental stock as per, a mutually agreed upon Inventory Schedule;
- 22.4.2. Indicate the replacement value thereof, if any;
- 22.4.3. Signed the inventory schedule once agreement has been reached.
- 22.5. On termination of the contract, the caterer shall hand over to the Department all the items in the Inventory Schedule in the same condition in which he received them, fair wear and tear expected.
- 22.6. The Department shall be entitled to determine the reasonable value of missing items as determined by the parties (22.4.2) and to deduct the amount of such value or reduce the value from any amount due by the Department to the caterer. Likewise, should there be any damage to Department stock and property, the Department shall be entitled to deduct the total amount of such damage from any amount due to the caterer.
- 22.7. The Department reserves the right to terminate this Agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 22.8. If a situation as detailed in 23.7 above should arise, the Department shall give the caterer 1 (one) month (30 days) prior written notice of the intended closing transfer of the Institution.

## **SPECIAL TERMS AND CONDITIONS**

### **APPOINTMENT OF A CATERING COMPANY TO PROVIDE FIXED-PRICE CATERING FOR OWEN SITHOLE COLLEGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

#### **INTRODUCTION**

- (a) Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.**
- (b) Only tenderers that fully meet the prequalification shall be considered.**

#### **1. ACCEPTANCE OF BID**

- 1.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

#### **2. AMENDMENT OF CONTRACT**

- 2.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

#### **3. AWARD**

- 3.1. The Department has two (2) colleges in the province (Cedara and Owen Sithole College) and in order to ensure equitable distribution of opportunities arising from catering of student bids, the Department will award ONE service provider per college.
- 3.2. It is a condition of this bid that a tenderer must quote for all items in the Price Tables.
- 3.3. As indicated in 3.1 above that the Department will award per college, a tenderer will only be considered for award in one college.
- 3.4. The colleges will be awarded in this order, Cedara and then Owen Sithole College.
- 3.5. Where a service provider has been recommended for award in one college, they will not be considered for award in the other college, even if they score the highest points. This approach is in line with Section 11 (1) and (2) of PPPFA Regulations 2017. An objective criteria is defined as part of the evaluation criteria.

#### **4. BASIS AND QUANTITIES**

- 4.1. Quantities are reflected on this bid document.

## **5. BBBEE CERTIFICATE**

- 5.1 A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid for pre-qualification purposes and for claiming BBBEE points.
- 5.2 All BBBEE certificates issued by IRBA, Accountants and Accounting Officers are no longer valid certification and will no longer be considered.

## **6. CERTIFICATE OF COMPLIANCE**

- 6.1. Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate/s as per Government Notice No 918

## **7. CHANGE OF ADDRESS**

- 7.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

## **8. COMPETENCY OF THE SERVICE PROVIDER**

- 8.1. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

## **9. COUNTER OFFERS**

- 9.1. Counter offers shall not be considered.

## **10. DETAILS OF CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT) (ANNEXURE C)**

- 10.1 The bidder must furnish the following details of verifiable past and current contracts
  - (i) Date of commencement of contract/s;
  - (ii) Value per contract; and
  - (iii) Contract details. That is, with whom held, phone number and address/s of the companies.

## **11. EQUAL BIDS**

- 11.1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for BBBEE.
- 11.2. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for BBBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 11.3. If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.



## **12. INVOICING**

- 12.1. The submitted invoice by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 12.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
  - (b) The name and address of the recipient;
  - (c) The date upon which the tax invoice is issued;
  - (d) A description of the goods or services supplied;
  - (e) The quantity or volume of the goods or services supplied
  - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **13. IRREGULARITIES**

- 13.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **14. JOINT VENTURES**

- 14.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 14.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 14.3. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 14.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 14.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 14.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

## **15. LATE BIDS**

- 15.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 15.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

## **16. LOCAL PRODUCTION AND CONTENT**

- 16.1. The Department of Agriculture and Rural Development promotes Local Production and Content.
- 16.2. In case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 16.3. Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.
- 16.4. Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.
- 16.5. The Department of Agriculture and Rural Development latest list of designated sectors can be accessed on [http://www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp)
- 16.6. Service Provider should ensure that they complete SDB 6.2 of this document. Failure to complete SDB 6.2 shall result in disqualification.

## **17. NOTIFICATION OF AWARD OF BID**

- 17.1. The successful bidder shall be notified of the intention to award via an advert in the same media as the invitation to bid.

## **18. PAYMENT FOR SUPPLIES AND SERVICES**

- 18.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 18.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
  - (i) Contact must be made with the **Principal of the College**;
  - (ii) If there is no response from the **Principal**, the Director: Finance must be contacted;
- 18.3. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

## **19. PERIOD OF CONTRACT**

- 19.1. The contract will run for a period of 36 months.

## **20. PREQUALIFICATION CRITERIA**

- 20.1. Only tenderers who meet both of the following prequalification criteria may respond:-
- (i) **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017);**  
**and**
  - (ii) **An EME or QSE which is at least 51% owned by black people or woman (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);**
- 20.2. Tenderers must submit documentary proof of compliance with the above prequalification criteria.
- 20.3. Tenderers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria will not be considered for this bid.

## **21. QUALITY CONTROL/ TESTING OF PRODUCTS**

- 21.1. The Department reserves the right to have the food offered by the bidder tested. If any of the food is non-compliant with the specification, the department reserves the right to reject those items.
- 21.2. If it is discovered that the food supplied is not in accordance with the specification, the following shall occur:
- (i) Replacement of non-compliant items with compliant items;
  - (ii) Possible cancellation of (part of) the contract with the contractor;
  - (iii) Reporting such negligence by the contractor to the provincial and national treasury for listing on the restricted suppliers' database.

## **22. SPECIAL CONDITIONS OF CONTRACT**

- 22.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

## **23. SUPPLIERS DATABASE REGISTRATION**

- 23.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 23.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.**

## **24. TAX AND DUTIES**

- 24.1. During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

## **25. TAX COMPLIANCE PIN**

- 25.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 25.2. Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

## **26. UNSATISFACTORY PERFORMANCE**

- 26.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
    - (a) Take action in terms of its delegated powers; and
    - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
  - (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

## **27. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 27.1. The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department may request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

## **28. VALUE ADDED TAX (VAT)**

- 28.1. Bid prices must be inclusive of 15% VAT.
- 28.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

28.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

# ANNEXURE A

## *CATERING FOR OWEN SITHOLE COLLEGE*

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## **SPECIFICATION**

## QUALITY CONTROL OF FOOD

When the menus are drawn up, combinations of colour, flavour, texture, cooking method and variety in food items must be considered. All ration scales are for raw weight as purchased. The guidelines: Loss / gain factor or another guideline as agreed upon by the two parties will form the basis on which loss / gain in weight during preparation of food will be determined.

### 1. MEAT

- 1.1 Not more than 10% of a meat portion (raw mass) shall be replaced by a textured vegetable protein of an acceptable quality agreed upon by the Institution of intended use. The Department reserves the right to have it tested before the service provider will be allowed to use it.
- 1.2 The mass specified under the RAW SPECIFICATION is for edible mass only, thus this mass does not include bones and visible fat.
- 1.3 The grade of meat for beef and mutton shall be no lower than B4. No lower grades will be accepted.
- 1.4 Only best quality polonies will be accepted.
- 1.5 Frozen fish cakes / -fingers should contain at least 90% fish.

### 2. VEGETABLES AND FRUIT

- 2.1 Only choice grade frozen vegetables will be accepted for vegetable dishes.
- 2.2 Service providers grade frozen vegetables may be used for stews.
- 2.3 Fresh fruit and vegetables shall be of a good standard and quality and be ripe but not overripe.
- 2.4 Fruit juice / nectar shall contain no less than 40% pure fruit juice after it has been diluted in accordance with the manufacturer's specifications (unless otherwise specified by the Department).
- 2.5 Average acceptable portion for fresh fruit: plus minus 150 g (1 medium or 2 small fresh fruit): cubes i.e. melon / pawpaw plus minus 125 ml.

### 3. MILK AND DAIRY PRODUCTS

- 3.1 Only whole fresh milk and cream powder milk (cooking purposes) may be used. No milk blends or coffee creamers / whiteners allowed.
- 3.2 Powdered full cream milk for cooking purposes shall be 100% dairy and shall be reconstituted in accordance with the manufacturers' specifications.
- 3.3 Sorbet ice - cream may be used.

### 4. BREAD

- 4.1 Wholewheat bread may be given instead of brown bread.

### 5. COFFEE AND TEA

- 5.1 Good quality ground and instant coffee to be used. Not more than 25 % chicory.
- 5.2 Good quality Ceylon - type blended tea
- 5.3 Rooibos tea, choice quality.
- 5.4 Milo, cocoa - choice quality.

## GUIDELINES: LOSS / GAIN FACTOR

1. **Increased factor from raw      cooked by weight**

Mealie Meal - stiff (Phutu)	X 2,5
Mealie Meal - medium stiff	X 3,5
Oats, Maltabella	X 5
Rice - white	X 3
Rice - brown	X 3
Macaroni and Spaghetti	X 2,5
Pearl Wheat	X 3
Samp and Mealie Rice	X 2,5
Legumes e.g. dried beans	X 2,5
  
2. **% Loss from raw      prepared / cooked by weight**

Marrow	: sliced, cooked	- 30%
Beetroot	: cooked, skin, sliced	- 20%
Butternut	: skin, sliced, cooked	- 30%
Cabbage	: grated for salad	- 30%
	: sliced, cooked	- 35%
Carrots	: grated for salad	- 20%
	: skinned, sliced, cooked	- 20%
Celery	: tops for salad	- 50%
Green pepper	: for salad	- 20%
Cucumber	: skin, sliced	- 15%
Gem Squash	: cooked, skinned, pips	- 20%
Onion	: skinned, sliced, salad	- 15%
	: skinned, cooked	- 18%
Pumpkin	: skinned, pips, cooked	- 35%
Potato	: skinned, cooked	- 10%
Sweet potato	: skinned, cooked	- 20%
Spinach	: cooked	- 40%
  
3. **% Cooking loss, - bone, - fat      edible portion by weight**

Mince	:	- 20%
Topside	: trimmed	- 20%
Sausage	: beef, boerewors	- 20%
	: Vienna	- 15%
Stewing beef/ mutton with bone		- 30 - 35%
Leg of lamb	: roasted with bone	- 30 - 35%
Lamb / pork chops with bone:		- 30 - 35%
Tongue	: wet heat	- 12%
Kidneys and liver	: wet heat	- 10%
Bacon	: dry heat	- 15%
Chicken	: whole with bone	- 35 - 40%
	: breasts with bone	- 30 - 35 %
	: thighs with bone	- 30 - 35%
	: drumsticks with bone	- 35 - 40%
Hake	: moist dry cooking	- 12 - 15%



**DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT  
KWAZULU-NATAL, OWEN SITHOLE COLLEGE  
MENU PLANNING - MENU A**

MEAL	FOOD CATEGORY	RAW SPECIFICATI ON	COMMODITY	FREQU ENCY	TOTAL RAW PORTION
				PER 14 DAY CYCLE	
BREAKFAST	PORRIDGE/CEREAL	60 g	MEALIE MEAL	4 X	240 g
		60 g	OATS	4 X	240 g
		40 g	CEREAL (CORNFLAKES, ALL BRAN FLAKES, RICE CRISPIES, WEETBIX)	6 X	240 g
	MILK (F/CREAM)	150 ml	FOR PORRIDGE & CEREAL	14 X	2100
	MILK (LOW FAT)	200 ml	GLASS OF TO DRINK	7 X	1400
	YOGHURT	100 ml	SWEETENED FRUIT YOGHURT	7 X	700 ml
	SUGAR	20 g	FOR PORRIDGE & CEREAL	14 X	280 g
	BREAD (BROWN)	160 g	4 X SLICES	14 X	2240 g
		80 g	2 X SLICES	14 X	1120 g
	BREAD (WHITE)	20 g		14 X	280 g
		40 g	JAM or PEANUT BUTTER or SYRUP or BOVRIL equivalent	14 X	560 g
	EGG	50 g x 2	EGG (varied - fried, boiled, omelette, french toast)	14 X	1400 g
	PROTEIN	100 g	BACON	4 X	400 g
		100 g	SAVOURY MINCE	3 X	300 g
		100 g	SAUSAGE	2 X	200 g
		60 g	CHEESE	2 X	120 g
	TOMATO	60 g		6 X	360 g
	TEA/COFFEE	1 g/4 g	(or equivalent)	14 X	14 g/56 g
		50 ml	MILK	14 X	700 ml
		20 g	SUGAR	14 X	280 g
	CONDIMENTS	20 g	TOMATO SAUCE	14 X	280 g
		20 g	MAYONNAISE	14 X	280 g
		20 ml	VINEGAR	14 X	280 g
		8 g	SALT	14 X	112 g
		8 g	PEPPER	14 X	112 g
	FRUIT	150 g	FRESH FRUIT	14 X	2100 g
LUNCH	MEAT	180 g	SAVOURY MINCE	3 X	540 g
		100 g	SAUSAGE	2 X	200 g
		100 g	HAMBURGERS	2 X	200 g
		180 g	CHICKEN (without Bone)	1 X	180 g
		180 g	PORK (without Bone)	1 X	180 g
		150 g	FISH (without Bone)	2 X	300 g
		200 g	VIENNA (Hot Dog)	1 X	200 g

	PIZZA	200 g	BASE and FILLING	1 X	200 g
	PASTRY	100 g	PIES	2 X	200 g
	STARCH	200 g 90 g 90 g	POTATO (varied - roast, saute, boiled, mashed) BREAD ROLLS NOODLES / MACARONI	9 X 3 X 2 X	1800 g 270 g 180 g
	GRAVY	10 g/100 ml	TOGETHER WITH STARCH	14 X	140g/1400ml
	SALADS	100 g	FRESH VEGETABLES	14 X	1400 g
	BREAD (BROWN)	160g 80 g	2 4 X SLICES 2 X SLICES	14 X 14 X	2240g 1120 g
	BREAD (WHITE)	20 g		14 X	280 g
	MARGARINE SPREAD	40 g	JAM or PEANUT BUTTER or SYRUP or BOVRIL equivalent	14 X	560 g
	FRUIT	150 g	FRESH FRUIT	14 X	2100 g
	FRUIT JUICE	250 ml	FLAVOURED JUICE	14 X	3500 ml
	CONDIMENTS	20 g 20 g 20 ml 8 g 8 g	TOMATO SAUCE MAYONNAISE VINEGAR SALT PEPPER	14 X 14 X 14 X 14 X 14 X	280 g 280 g 280 g 112 g 112 g
SUPPER	MEAT (without Bone)	200 g 200 g 200 g 200 g 200 g 200 g 200 g 200 g 200 g 180 g	BEEF CUBED BEEF ROAST BEEF STEAK MUTTON CUBED MUTTON ROAST PORK PORK ROAST CHICKEN ROAST CHICKEN (without bone)	1 X 2 X 1 X 2 X 2 X 1 X 2 X 2 X 2 X 1 X	200 g 400 g 200 g 400 g 400 g 200 g 400 g 400 g 400 g 180 g
	STARCH	200 g 90 g 90 g	POTATO (varied - roast, saute, boiled, mashed) RICE MEALIE MEAL/PHUTU	6 X 7 X 1 X	1000 g 630 g 90 g
	GRAVY	10g/100ml	TOGETHER WITH STARCH	14 X	14g/1400ml
	VEGETABLES	2 X 100g	FRESH VEGETABLES (cooked)	14 X	2800 g
	BREAD (BROWN)	160 g 80 g	4 X SLICES 2 X SLICES	14 X 14 X	2240 g 1120 g
	BREAD (WHITE)	20 g		14 X	280 g
	MARGARINE SPREAD	40 g	JAM or PEANUT BUTTER or SYRUP or BOVRIL equivalent	14 X	560 g
	MILK (LOW FAT)	200 ml	GLASS OF TO DRINK	14 X	2800 ml

	PUDDING/DESE RT	100 g	JELLY AND CUSTARD	2 X	400 g
		100 g	INSTANT PUDDING	2 X	400 g
		100 g	ICE CREAM & CHOC SAUCE	1 X	200 g
		100 g	FRUIT SALAD & ICE CREAM	2 X	400 g
		100 g	APPLE CRUMBLE & CUSTARD	1 X	200 g
		100 g	VANILLA SPONGE & CUSTARD	1 X	200 g
		100 g	BREAD & BUTTER PUDDING	1 X	200 g
		100 g	CHOCOLATE MOUSSE	1 X	200 g
		100 g	CHOCOLATE SPONGE	2 X	400 g
		100 g	BANANA CUSTARD	1 X	200 g
	TEA/COFFEE	1 g/4 g	(or equivalent)	14 X	14 g/56 g
		50 ml	MILK	14 X	700 ml
		20 g	SUGAR	14 X	280 g
	CONDIMENTS	20 g	TOMATO SAUCE	14 X	280 g
		20 g	MAYONNAISE	14 X	280 g
		20 ml	VINEGAR	14 X	280 g
		8 g	SALT	14 X	112 g
		8 g	PEPPER	14 X	112 g

PORTION SPECIFICATION	RAW WEIGHT
<b>BREAKFAST</b>	
Juice (pre-packed)	250 ml
Yogurt (per-packed)	250 ml
Bread (4 slices) Sandwich	160 g
Protein / Spread (for sandwich)	60 g
Margarine	20 g
Fruit	150 g
<b>LUNCH</b>	
Protein Dish	180 g
Bread (4 slices) Sandwich	160 g
Protein / Spread (for sandwich)	60g
Vegetable / Salad	120 g
Fruit	150 g
Fruit juice	250 ml
Margarine (with bread)	20 g
Snack (Chips / Peanuts / Chocolate Bar)	
<b>SUPPER</b>	
Protein Dish	180 g
Bread (4 slices) Sandwich	160 g
Protein / Spread (for sandwich)	60g
Vegetable / Salad	120 g
Fruit	150 g
Fruit juice	250 ml
Margarine (with bread)	20 g
Snack (Chips / Peanuts / Chocolate Bar)	

## MENU CYCLE FOR OWEN SITHOLE COLLEGE OF AGRICULTURE

	1	2	3	4	5	6	7
			BREAKFAST				
PORRIDGE/CEREAL (incl Milk & Sugar)	Cornflakes	Mealie Meal	Oats	All Bran Flakes	Mealie Meal	Rice Crispies	Oats
EGG	Fried	Boiled	Scrambled	Fried	Omelette (tomato)	Fried	Fried
SIDE DISH	Bacon	Vienna	Savoury Mince	Cheese	Tomato	Pork Sausage	Bacon
MILK	Juice	Yoghurt	Juice	Yoghurt	Juice	Yoghurt	Glass of Milk
BREAD/TOAST & MARGARINE	Toast & Margarine	Bread & Margarine	Toast & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Toast & Margarine
SPREAD	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
FRESH FRUIT	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
TEA/COFFEE	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee
CONDIMENTS	All*	All*	All*	All*	All*	All*	All*
			LUNCH				
MEAT/PASTRY	Hamburger Rolls	Chicken Schnitzel	2 Pies	Pizza	Lasagne (mince)	Fish	Beef Sausage
STARCH	Chips	Mash	Chips	Chips	Cheese Pasta	Chips	Pap
GRAVY	TomatoCheeseonion	White Sauce	Gravy	Gravy	Gravy	Gravy	Chakalaka
SALADS	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
BREAD & MARGARINE	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine
SPREAD	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
JUICE	Juice	Juice	Juice	Juice	Juice	Juice	Juice
FRUIT	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
CONDIMENTS	All*	All*	All*	All*	All*	All*	All*
			SUPPER				
MEAT	Roast Chicken	Mutton Roast	Beef Steak	Mutton Curry	Chicken Curry	Beef Curry	Pork Roast
STARCH	uPhuthu	Rice	Pap	White Samp	Rice	Rice	Pap
VEGETABLES	In-Season Vegetables	In-Season Vegetables	In-Season Vegetables	In-Season Vegetables	In-Season Vegetables	In-Season Vegetables	In-Season Vegetables
GRAVY	Chutney	Gravy	Chakalaka	Gravy	Gravy	Gravy	Cabbage
PUDDING/DESERT	Instant Pudding	Jelly & Custard	Ice Cream	Yoghurt	Fruit Salad	Jelly & Custard	Ice Cream
BREAD & MARGARINE	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine
SPREAD	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
MILK/JUICE	Juice	Juice	Juice	Juice	Juice	Juice	Juice
TEA/COFFEE	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee
CONDIMENTS	All*	All*	All*	All*	All*	All*	All*

\* Tomato Sauce, Mayonnaise, Vinegar, Salt, Pepper  
Assorted Spreads: Jam/Bovril/Peanut Butter/Syrup

8

9

10

11

12

13

14

BREAKFAST							
PORRIDGE/CEREAL (incl Milk & Sugar)	Weetbix	Mealie Meal	Cornflakes	Oats	Mealie Meal	Bran	Oats
EGG	Scrambled	Boiled	Fried	Omelette (cheese)	Scrambled	French Toast	Fried
SIDE DISH	Savoury Mince	Vienna	Bacon	Cheese	Bacon & Tomato	Savoury Mince	B.Sausage & Tomato
MILK	Yoghurt	Juice	Yoghurt	Juice	Yoghurt	Juice	Yoghurt
BREAD & MARGARINE	Toast & Margarine	Bread & Margarine	Toast & Margarine	Bread & Margarine	Toast & Margarine	Bread & Margarine	Toast & Margarine
SPREAD	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
FRESH FRUIT	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
TEA/COFFEE	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee
CONDIMENTS	All*	All*	All*	All*	All*	All*	All*
LUNCH							
MEAT	2 Wors Rolls	Bolognaise	Hamburger	Fish	Chicken Schnitzel	Pork Sausage	Lasagne (mince)
STARCH	Chips	Spaghetti	Bread Rolls	Chips	Mash	Pap	(Lasagne)
GRAVY	Chutney	Gravy	Tomato & Onion	Gravy	Gravy	Gravy	Gravy
SALADS	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
BREAD & MARGARINE	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine
SPREAD	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
JUICE	Juice	Juice	Juice	Juice	Juice	Juice	Juice
FRUIT	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
CONDIMENTS	All*	All*	All*	All*	All*	All*	All*
SUPPER							
MEAT	Chicken Curry	Pork Roast	Roast Chicken	Mutton Roast	Beef Curry	Mutton Stew	Beef Roast
STARCH	Rice	Pap	Savory Rice	uPhutu	Rice	uJeqe(Steam Bread)	Pap
VEGETABLES (two)	In-Season Vegetables	In-Season Vegetables	Salad & Veg	Salad	In-Season Vegetables	In-Season Vegetables	In-Season Vegetables
GRAVY		Gravy	Gravy	Vegetable Stew		Gravy	Chakalala
PUDDING/DESERT	Bread & Butter Pud	Jelly & Custard	Vanilla Sponge	Banana Custard	Instant Pudding	Bread & Butter Pud	Chocolate Sponge
BREAD & MARGARINE	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine
SPREAD	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
MILK/JUICE	Juice	Juice	Juice	Juice	Juice	Juice	Juice
TEA/COFFEE	Tea, Coffee	Tea, Coffee	Tea, Coffee	Tea, Coffee an	Tea, Coffee	Tea, Coffee	Tea, Coffee
CONDIMENTS	All*	All*	All*	All*	All*	All*	All*

Tomato Sauce, Mayonnaise, Vinegar, Salt, Pepper

Assorted Spreads: Jam/Bovril/Peanut Butter/Syrup

**ANNEXURE B**

**BIDDER'S FINANCIAL SUMMARY**

BID NO:

NAME OF BIDDER:

INSTITUTION: Owen Sithole College of Agriculture

VALIDITY: 120 DAYS

PERIOD: 36 Months

V.A.T. MUST BE INCLUSIVE  
BID PRICES IN SA CURRENCY

<b>FOOD COSTS BROUGHT FORWARD FROM:</b>	<b>COST FOR ONE YEAR</b>
SCHEDULE A	
SCHEDULE B	
SCHEDULE C	
SCHEDULE D	
<b>GRAND TOTAL</b>	

<b>GRAND TOTAL (36 Months)</b>	
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**SCHEDULE A****CALCULATION OF FOOD COSTS**

BID NO:

INSTITUTION: Owen Sithole College of Agriculture

PERIOD: 36 months

NAME OF BIDDER:

**COST PER MEAL (EXCLUDING OVERHEADS) (Inclusive of VAT). For additional information refer to Appendices 7 - 9.**

<b>MEAL</b>	
Breakfast - Total Cost	
Lunch - Total Cost	
Supper - Total Cost	
<b>TOTAL COST PER PERSON PER DAY (A)</b>	

<b>CALCULATION OF ANNUAL FOOD COSTS</b>	
Number of Persons (Maximum) <b>(B)</b>	170
Number of Days Catering (Maximum) <b>(C)</b>	300
<b>Annual Cost (A x B x C) (to be transferred to Bidders Financial Summary [A])</b>	

**SCHEDULE B****CALCULATION OF OVERHEAD STRUCTURES**

BID NO:

INSTITUTION: Owen Sithole College of Agriculture

PERIOD: 36 Months

NAME OF BIDDER:

**SALARIES & WAGES: BIDDER'S OWN PERSONNEL**

<b>POSITION</b>	<b>NUMBER of STAFF</b>	<b>SALARIES / WAGES</b>	<b>LEVIES</b>	<b>ALLOWNCES</b>	<b>TOTAL PER MONTH</b>
e.g. Head Chef					
e.g. Preparation Chef					
<b>SUB-TOTAL</b>					
<b>V.A.T.</b>					
<b>TOTAL</b>					

**OTHER COSTS**

	<b>COST FOR 1 YEAR – (INCLUDING VAT)</b>
CLEANING MATERIAL	
UNIFORMS	
TRAVEL COSTS	
STATIONERY	
MANAGEMENT FEE	
SUNDRIES ( <i>Specify</i> )	
SALARIES & WAGES – AS ABOVE (x12 months)	
<b>TOTAL COST (to be transferred to Bidders Financial Summary [B])</b>	



**CALCULATION OF MEAL PACKS**

**THE SERVICE PROVIDER SHALL PROVIDE MEAL PACKS FOR STUDENTS FOR ONE MEAL OR A WHOLE DAY**

BID NO:

INSTITUTION: Owen Sithole College of Agriculture

PERIOD: 36 Months

NAME OF BIDDER:

**PRICE PER PACK**

<b>PORTION SPECIFICATION</b>	<b>RAW WEIGHT</b>	<b>COST PER ITEM</b>
<b>BREAKFAST</b>		
Juice (pre-packed)	250 ml	
Yogurt (per-packed)	250 ml	
Bread (4 slices) Sandwich	160 g	
Protein / Spread (for sandwich)	60 g	
Margarine	20 g	
Fruit	150 g	
<b>TOTAL COST FOR BREAKFAST (A)</b>		
<b>LUNCH</b>		
Protein Dish	180 g	
Bread (4 slices) Sandwich	160 g	
Protein / Spread (for sandwich)	60g	
Vegetable / Salad	120 g	
Fruit	150 g	
Fruit juice	250 ml	
Margarine (with bread)	20 g	
Snack (Chips / Peanuts / Chocolate Bar)		
<b>TOTAL COST FOR LUNCH (B)</b>		
<b>SUPPER</b>		
Protein Dish	180 g	
Bread (4 slices) Sandwich	160 g	
Protein / Spread (for sandwich)	60g	
Vegetable / Salad	120 g	
Fruit	150 g	
Fruit juice	250 ml	
Margarine (with bread)	20 g	
Snack (Chips / Peanuts / Chocolate Bar)		
<b>TOTAL COST FOR SUPPER (C)</b>		

<b>CALCULATION OF ANNUAL MEAL PACKS COSTS</b>	<b>COST OF MEAL PACK (from above)</b>	<b>NO OF MEALS PER YEAR</b>	<b>TOTAL COST</b>
<b>COST FOR BREAKFAST (A)</b>		1000	
<b>COST FOR LUNCH (B)</b>		2500	
<b>COST FOR SUPPER (C)</b>		1000	
<b>TOTAL COST PER YEAR (to be transferred to Bidders Financial Summary [C])</b>			

**SCHEDULE D****CALCULATION OF MEALS FOR WORKSHOPS/TRAININGS/MEETINGS**

**THE SERVICE PROVIDER SHALL PROVIDE MEALS FOR  
WORKSHOPS/TRAININGS/MEETINGS BASED ON THE FOLLOWING SELECTION**

BID NO:

INSTITUTION: Owen Sithole College of Agriculture

PERIOD: 36 Months

NAME OF BIDDER:

<b>TEA COFFEE DRINKS (A)</b>	<b>COST per (item) meal</b>
TEA/COFFEE (incl. Milk, Sugar, Sweetener etc)	
<b>COST (A)</b>	

<b>TEA COFFEE ITEMS (B)</b>	<b>COST per (item) meal</b>
Biscuits	
Muffins	
Scones	
Sandwiches	
<b>AVERAGE COST (B)</b>	

<b>LUNCH OPTIONS (C)</b>	<b>COST per (item) meal</b>
Beef Lasagne & Salad / Vegetable	
Curry (Beef) & Rice & Salad / Vegetable	
Curry (Chicken) & Rice & Salad / Vegetable	
Curry (Mutton) & Rice & Salad / Vegetable	
Grilled Hake & Starch (e.g. Chips) & Salad / Vegetable	
Macaroni & Cheese & Salad / Vegetable	
Roast (Beef) & Starch (e.g. Roast Potatoes) & Salad / Vegetable	
Roast (Chicken) & Starch (e.g. Roast Potatoes) & Salad / Vegetable	
Butternut Lasagne (V) & Salad / Vegetable	
Spinach & feta Lasagne (V) & Salad / Vegetable	
Curry (Vegetable) (V) & Salad / Vegetable	
<b>AVERAGE COST (C)</b>	

<b>DESSERT COURSE (D)</b>	<b>COST per (item) meal</b>
Malva Pudding	
Cheese Cake	
Milk tart	
Lemon Meringue	
Chocolate or Vanilla Sponge Cake	
Crème Brulee	
<b>AVERAGE COST (D)</b>	

<b>FINGER-LUNCH OPTIONS (E)</b>	<b>COST per (item) meal</b>
Chicken Drums/ Wings	
Cocktail Sausages	
Beef strips	
Meat Balls	
Butternut & feta tartlets	
Vegetable spring-rolls	
Sausage Rolls	
Samosas	
Mini Pies	
Wraps (with various fillings)	
Cocktail Rolls	
Sandwiches	
<b>AVERAGE COST (E)</b>	

<b>DRINKS OPTIONS (F, G &amp; H)</b>	<b>COST per (item) meal</b>
Bottled Water (500 ml) <b>(F)</b>	
Juice (glass) <b>(G)</b>	
Cold Drinks / Juice (cans) <b>(H)</b>	

<b>CALCULATION OF ANNUAL MEALS FOR WORKSHOPS / TRAININGS / MEETINGS</b>	<b>AVERAGE COST OF MEAL (from above)</b>	<b>NO OF MEALS PER YEAR</b>	<b>TOTAL COST</b>
<b>TEA COFFEE DRINKS (A)</b>		2400	
<b>TEA COFFEE ITEMS (B)</b>		2400	
<b>LUNCH OPTIONS (C)</b>		1200	
<b>DESSERT COURSE (D)</b>		200	
<b>FINGER-LUNCH OPTIONS (E)</b>		1000	
<b>BOTTLED WATER (500 ML) (F)</b>		2400	
<b>JUICE (GLASS) (G)</b>		1200	
<b>COLD DRINKS / JUICE (CANS) (H)</b>		1200	
<b>TOTAL COST PER YEAR (to be transferred to Bidders Financial Summary [D])</b>			

## **PART E**

### **BID DISQUALIFYING FACTORS**

**All bids received shall be evaluated on the following:**

1. Only bids that meet both of the following **Prequalification Criteria** shall be considered:
  - (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
  - (ii) **An EME or QSE which is at least 51% owned by black people or woman (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017).**

2. Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

Clause 10 - Annexure C must be completed and signed by the bidder.

**3. Correctness of information as per SBD 3:**

- 3.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- 3.2 Use of correction fluid is prohibited.
- 3.3 Any alterations must be initialled.
- 3.4 Under no circumstances may bid forms be retyped or redrafted.

**4. Compulsory administrative compliance requirements that must be submitted with the bid:**

- 4.1 Central Suppliers Database registration number;
- 4.2 A certified copy of a valid BBBEE certificate or valid sworn affidavit;
- 4.3 Certified copy of CK document;
- 4.4 Certified ID copies of business owner/s / directors / members;
- 4.5 Documentary proof of bidder being an EME or QSE;
- 4.6 A resolution authorising a person to sign for Companies and Close Corporations - SBD 11.

**NB. The Department reserves the right to verify all information submitted.  
Non-compliance with the above shall result in elimination from further processes.**

**Non-submission of any of the above documents shall result in disqualification.**

**5. To enable scoring on functionality, the following must be submitted:**

- 5.1 Proof of experience in contracts of similar nature;
- 5.2 Documentary proof of credit facility with manufacturer/producer and/or Registered Financial Institution or evidence of access to any legal funding instrument;
- 5.3 Company supplier database;
- 5.4 Compliance certificates;
- 5.5 Proof of availability of a dietician;
- 5.6 Certificate for Food Premises;
- 5.7 Proof of locality.

**NB. Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.**

CRITERIA	GENERAL GUIDELINES FOR EVALUATION CRITERIA APPLICATION
ABILITY <ul style="list-style-type: none"><li>Capacity</li></ul>	Bidders to provide proof of current capacity and ability to render services in accordance to the specifications and to the standard as directed in the specification.
CAPABILITY <ul style="list-style-type: none"><li>Competency</li><li>Experience</li></ul>	Demonstration of capacity and competency to render the required service. <ul style="list-style-type: none"><li>Bidders to provide proof of similar contracts completed recently (i.e catering contracts catering for at least 100 persons on a daily basis for more than 200 days per year over the last 10 years.</li></ul>

**ASSESSMENT CRITERIA FOR THE EVALUATION OF FUNCTIONALITY**

Submissions will be scored using the scoring table below. This bid will be evaluated on functionality which will determine the capability, ability and capacity of the prospective bidders to provide the required goods or services for the department. **Bidders who score less than 70 for functionality will not be considered further.**



	EVALUATION MATRIX	Points	Means of Verification
1.	<ul style="list-style-type: none"> <li>Bidder's relevant Experience</li> </ul> <p>Bidders to provide proof of similar contracts completed recently for at least <b>100 persons</b> on a daily basis for more than <b>200 days per year</b> over the last 10 years</p> <ul style="list-style-type: none"> <li>❖ 1 Contract = 4 points</li> <li>❖ 2 Contracts = 8 points</li> <li>❖ 3 Contracts = 12 points</li> <li>❖ 4 Contracts = 16 points</li> <li>❖ ≥5 Contracts = 20 points</li> </ul>	20	Documentary proof such as reference letter in support of <b>Annexure C</b>
2.	<p><b>Financial capacity</b></p> <ul style="list-style-type: none"> <li>Evidence of credit facility of a minimum of R1 Million or more with manufacturers / producers to support that the entity is credit worthy and is able to service its creditors.</li> <li>Proof of Financial capacity with registered Financial Services Board (FSB) of at least R1 Million or more</li> </ul>	20	Evidence of credit facility and/or Registered Financial Institution Or Evidence of access to any legal funding instrument
3.	<ul style="list-style-type: none"> <li>Database: proof of a company supplier database for the procurement of catering requirements</li> <li>(e.g. <b>food, cleaning materials</b>)</li> </ul>	10	Database with contacts of suppliers
4.	<ul style="list-style-type: none"> <li>Policy document outlining compliance to Principles of HACCP               <ul style="list-style-type: none"> <li>❖ HACCP Certificate = 5 points</li> <li>❖ Trained Official = 5 points</li> </ul> </li> </ul>	10	Policy document and or Certificate of a trainee
5.	<ul style="list-style-type: none"> <li>Dietician               <ul style="list-style-type: none"> <li>○ Full-time dietician (10)</li> <li>○ Contract dietician (5)</li> </ul> </li> </ul>	10	<ul style="list-style-type: none"> <li>• CV of dietician</li> <li>• Employment /other contract</li> </ul>

6.	<ul style="list-style-type: none"> <li>Certificate of Acceptance for Food Premises (for other sites during the last 36 months) as per Government Notice No 918</li> </ul>	10	Relevant certificate
7.	<p>Locality of the Bidder</p> <ul style="list-style-type: none"> <li>Head Office Operations within KwaZulu Natal Borders (20)</li> <li>Branch Office Operations within KwaZulu Natal Borders (10)</li> </ul>	20	Municipality Bill, Lease Agreement, Bank statement or any other legal means of confirming locality
	<b>TOTAL</b>	<b>100</b>	

## ANNEXURE C

### Previous Catering Service

*Please list previous experience. Documents and/or an extended list may be attached for further details.*

	Client Name	Nature of Service	Contract Value (R'000)	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Signed on behalf of bidder:	Date:
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