



1 Cedara Road, Pietermaritzburg, 3200  
KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200  
Tel: 033 355 9100

## **Invitation to Tender – DARD 15/2023**

### **KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

Suitable and capable service providers are invited to bid for **Appointment of a catering company to provide fixed-price catering for Owen Sithole College for a period of thirty-six (36) months**

#### **Department reserves the right to:**

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

#### **Contact Details for Enquiries**

Queries relating to the issue of these documents may be addressed to

**Administrative:** Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or [Nompumelelo.Dladla@kzndard.gov.za](mailto:Nompumelelo.Dladla@kzndard.gov.za)  
and

**Technical:** Mr N. Ngcobo Tel. 082 8124761  
or [Njabulo.ngcobo@kzndard.gov.za](mailto:Njabulo.ngcobo@kzndard.gov.za) @kzndard.gov.za

The closing date and time for receipt of Tenders is **18 September 2023 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**NB.** Tender documents must be deposited at:

**Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

#### **Compulsory Briefing Session**

**Date: 05 September 2023**  
**OSCA Main Hall at 11:00am**  
**Empangeni**

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DARD 15/2023	CLOSING DATE:	18/09/2023	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a catering company to provide catering for Cedara College for a period of thirty-six (36) months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Mr N. Ngcobo	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	082 8124761	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	njabulo.ngcobo@kzndard.gov.za	
<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 THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

DATE: .....

**SECTION A**  
**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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa 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.
17. Bidder must initial each and every page of the bid document.

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION C**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD Registration  
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND  
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF  
SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID  
FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE  
BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**PART C**

**PRICING SCHEDULE**  
(Goods/Service/Work)

NAME OF BIDDER: .....	
CLOSING TIME: <b>11h00</b>	CLOSING DATE: <b>18/09/2023</b>

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 15/2023</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>	

**Amount in Words:**

.....

.....

.....

.....

<p>Official Company Stamp</p>
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\_\_\_\_\_  
**Signature**



**SECTION D**

**SBD 3.1**

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

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applic

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

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- Required by:.....
- At:.....
- Brand and model.....
- Country of origin.....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery.....
- Delivery: \*Firm/not firm

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

Where:

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

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

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

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

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

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

Name of bidder..... Closing Time 11:00	Bid number.....  Closing date.....
---	--

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

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

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

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

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

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

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Quotation Reference No: **DARD15/2023**

Goods/Service/Work: **Appointment of a catering company to provide fixed-price catering for Owen Sithole College for a period of thirty-six (36) months**

\*\*\*\*\*

This is to certify that (bidder's representative name) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_/\_\_\_/\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

<b>Departmental Stamp With Signature</b>

**SECTION E**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT  
SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SECTION F

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**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 tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** or **90/10**

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

Where

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

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE entity which is 100% black owned	20	
<b>TOTAL</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

sary.

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

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

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

<b>Stamp</b>

\_\_\_\_\_  
Signature of Commissioner of Oaths

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good



Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

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

Deponent Signature: \_\_\_\_\_

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

**Stamp**

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

**SECTION G**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
	.....
2	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**H**  
**GENERAL CONDITIONS OF CONTRACT**

**i. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**ii. Application**

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**iii. General**

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**iv. Standards**

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

**v. Use of contract documents and information; inspection.**

- 4.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 4.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**vi. Patent rights**

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

## **7. Performance security**

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

9. a cashier's or certified cheque

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

## **2. Inspections, tests and analyses**

2.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

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

## **2. Delivery and documents**

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

## **3. Insurance**

- a. 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.

## **4. Transportation**

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

## **5. Incidental Services**

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **6. Spare parts**

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

## **7. Warranty**

- a. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**8. Payment**

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

**9. Prices**

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

**10. Contract amendments**

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

**11. Assignment**

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

**12. Subcontracts**

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

**13. Delays in the supplier's performance**

- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

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

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

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

**14. Penalties**

- a. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**15. Termination for default**

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



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - a. the name and address of the supplier and / or person restricted by the purchaser;
  - b. the date of commencement of the restriction
  - c. the period of restriction; and
  - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**16. Anti-dumping and countervailing duties and rights**

- a. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**17. Force Majeure**

- a. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**18. Termination for insolvency**

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

**19. Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**20. Limitation of liability**

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**21. Governing language**

- a. 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.

**22. Applicable law**

- a. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**23. Notices**

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- b. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**24. Taxes and duties**

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**25. National Industrial Participation (NIP) Programm**

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

**26. Prohibition of Restrictive practices**

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
  - b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

## SECTION I

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. **CONTRACT PERIOD**

1.1 The contract is for 36 months.

2. **EVALUATION CRITERIA**

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and specific goal

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. **Stage 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A and B, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 **Preferential Point Evaluation**

2.1.1. This bid will be evaluated using the 80/20 preference point system.

3. **BID APPEAL TRIBUNAL**

**PLEASE NOTE:**

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website [www.tenderbulletin.gov.za](http://www.tenderbulletin.gov.za).

The address provided for the lodging of appeals is:

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200

FAX NO.: (033) 897 4501

**SECTION J**

**AUTHORITY TO SIGN A BID**

**BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER**

**A. 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 authorizing 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. ....

**B. 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 Directors on.....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. ....

**C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as .....

.....

.....  
**SIGNATURE**

.....  
**DATE**

**D. 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>

**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 co-operative).....

**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 authorized representatives of the enterprises, authorizing 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 appears below) has 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:** .....

(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

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

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

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

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

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

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing 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..... and Mr/Mrs..... (whose signatures appears below) has 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: .....



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

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

- Breakfast
- Lunch
- Supper

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

- 3.1.4. The caterer undertakes to cater for the meals in accordance with the prices as per Schedules A, B and C 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 forms 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;

- 3.5.1.1. 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;
- 3.5.1.2. 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;
- 3.5.1.3. 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.
- 3.5.1.4. The amount claimed monthly from the Department, in respect of meals, shall not exceed the amount tendered for as per Schedule A.
- 3.5.1.5. 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.
- 3.5.1.6. Menus must be displayed at the entrance to the dining hall in a suitable manner.
- 3.5.1.7. 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 organization 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 and proof of qualification 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**

- 9.1. 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).
- 9.2. The Institution has numerous functions during the year, such as Graduation and student balls and functions, plus special requests by students and college clubs. Workshops, trainings and meetings held on Cedara (either the Department or the Institution) can be catered for.
- 9.3. The specifications for these must be provided by the Institution (or Department) on an individual basis and quoted for separately. In the case of the College (or Department), a separate standing order will (may) be generated for these functions and events.
- 9.4. Individual orders may also be generated by sections within the Department for specific functions.
- 9.5. 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 its 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.

## **PART D**

### **SPECIAL TERMS AND CONDITIONS**

#### **APPOINTMENT OF A CATERING COMPANY TO PROVIDE CATERING FOR CEDARA 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.**

#### **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 OSCA 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. 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.

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

- 4.1 Quantities are reflected on this bid document.**

**5. CERTIFICATE OF COMPLIANCE**

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

**6. CHANGE OF ADDRESS**

6.1. 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.

**7. COMPETENCY OF THE SERVICE PROVIDER**

7.1. 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.

**8. COUNTER OFFERS**

8.1. Counter offers shall not be considered.

**9. DETAILS OF CONTRACTS AWARDED TO THE BIDDER (PAST/CURRENT)(ANNEXURE B)**

9.1. The bidder must furnish the following details of verifiable past and current contracts

- (a) Date of commencement of contract/s;
- (b) Value per contract; and
- (c) Contract details. That is, with whom held, phone number and address/s of the companies.

**10. EQUAL BIDS**

10.1. As per PPPFA, in the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 11. INVOICING

- 11.1. 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.
- 11.2. 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.

## 12. IRREGULARITIES

- 12.1. 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.

## 13. JOINT VENTURES

- 13.1. 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 the BID. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 13.2. The non-submission of a BBEE Certificate by a trust, consortium or joint venture shall result in zero (0) points being allocated for specific goal
- 13.3. 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.
- 13.4. 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.
- 13.5. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.



**14. LATE BIDS**

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

**15. NOTIFICATION OF AWARD OF BID**

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

**16. PAYMENT FOR SUPPLIES AND SERVICES**

- 16.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 16.2. 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;
- 16.3. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

**17. PERIOD OF CONTRACT**

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

## 18. QUALITY CONTROL/ TESTING OF PRODUCTS

- 18.1. 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.
- 18.2. 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.

## 19. SPECIAL CONDITIONS OF CONTRACT

- 19.1. 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.

## 20. SUPPLIERS DATABASE REGISTRATION

- 20.1. 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.
- 20.2. 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.**

## **21. TAX AND DUTIES**

21.1. 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).

## **22. TAX COMPLIANCE PIN**

22.1. 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.

22.2. 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.

## **23. UNSATISFACTORY PERFORMANCE**

23.1. 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.

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

24.1. 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.

## 25. VALUE ADDED TAX (VAT)

- 25.1. Bid prices must be inclusive of 15% VAT.
- 25.2. 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.
- 25.3. 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 caterer 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 Caterers 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, CEDARA COLLEGE  
MENU PLANNING - MENU A**

MEAL	FOOD CATEGORY	RAW SPECIFICATION	COMMODITY	FREQUENCY	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
	BREAD (WHITE)	80 g	2 X SLICES	14 X	1120 g
	MARGARINE	20 g		14 X	280 g
	SPREAD	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	POTATO (varied - roast, saute, boiled, mashed)	9 X	1800 g
		90 g	BREAD ROLLS	3 X	270 g
		90 g	NOODLES / MACARONI	2 X	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	2 4 X SLICES	14 X	2240g
	BREAD (WHITE)	80 g	2 X SLICES	14 X	1120 g
	MARGARINE	20 g		14 X	280 g
	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	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
SUPPER	MEAT (without Bone)	200 g	BEEF CUBED	1 X	200 g
		200 g	BEEF ROAST	2 X	400 g
		200 g	BEEF STEAK	1 X	200 g
		200 g	MUTTON CUBED	2 X	400 g
		200 g	MUTTON ROAST	2 X	400 g
		200 g	PORK	1 X	200 g
		200 g	PORK ROAST	2 X	400 g
		200 g	CHICKEN ROAST	2 X	400 g
		180 g	CHICKEN (without bone)	1 X	180 g
	STARCH	200 g	POTATO (varied - roast, saute, boiled, mashed)	6 X	1000 g
		90 g	RICE	7 X	630 g
		90 g	MEALIE MEAL/PHUTU	1 X	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	4 X SLICES	14 X	2240 g
	BREAD (WHITE)	80 g	2 X SLICES	14 X	1120 g
	MARGARINE	20 g		14 X	280 g
	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/DESERT	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

<b>PORTION SPECIFICATION</b>	<b>RAW WEIGHT</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>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 CEDARA 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 Bacon	Boiled Vienna	Scrambled Savoury Mince	Fried Cheese	Omelette (tomato)	Fried Pork Sausage	Fried Bacon
SIDE DISH	Juice	Yoghurt	Juice	Yoghurt	Tomato Juice	Yoghurt	Glass of Milk
MILK	Toast & Margarine	Bread & Margarine	Toast & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Toast & Margarine
BREAD/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		White Sauce	Gravy	Gravy	Gravy	Gravy	Chakalaka
SALADS	TomatoCheeseonion	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad	Fresh Salad
BREAD & MARGARINE SPREAD	Fresh Salad	Assorted Spreads	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine
JUICE	Bread & Margarine	Juice	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads
FRUIT	Assorted Spreads	Seasonal Fruit	Juice	Juice	Juice	Juice	Juice
CONDIMENTS	Juice	All*	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit	Seasonal Fruit
	Seasonal Fruit		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	In-Season	In-Season	In-Season	In-Season	In-Season	In-Season
GRAVY	Vegetables	Vegetables	Vegetables	Vegetables	Vegetables	Vegetables	Vegetables
PUDDING/DESERT	Chutney	Gravy	Chakalaka	Gravy	Fruit Salad	Jelly & Custard	Cabbage
BREAD & MARGARINE SPREAD	Instant Pudding	Jelly & Custard	Ice Cream	Yoghurt	Bread & Margarine	Bread & Margarine	Ice Cream
MILK/JUICE	Bread & Margarine	Bread & Margarine	Bread & Margarine	Bread & Margarine	Assorted Spreads	Assorted Spreads	Bread & Margarine
TEA/COFFEE	Assorted Spreads	Assorted Spreads	Assorted Spreads	Assorted Spreads	Juice	Juice	Assorted Spreads
CONDIMENTS	Juice	Juice	Juice	Juice	Tea and Coffee	Tea and Coffee	Juice
	Tea and Coffee	Tea and Coffee	Tea and Coffee	Tea and Coffee	All*	All*	Tea and Coffee
	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	
			<b>BREAKFAST</b>					
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*	
			<b>LUNCH</b>					
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*	
			<b>SUPPER</b>					

MEAT	Chicken Curry	Pork Roast	Roast Chicken	Mutton	Beef Curry	Mutton Stew	Beef Roast
STARCH	Rice	Pap	Savory Rice	RoastuPhutu	Rice	uJeqe(Steam	Pap
VEGETABLES (two)	In-Season	In-Season	Salad & Veg	Salad	In-Season	Bread)	In-Season
GRAVY	Vegetables	Vegetables Gravy	Gravy	Vegetable Stew	Vegetables	In-Season	Vegetables
PUDDING/DESERT		Jelly & Custard	Vanilla Sponge	Banana Custard		Vegetables Gravy	Chakalala
BREAD &	Bread & Butter Pud	Bread & Margarine	Bread & Margarine	Bread & Margarine	Instant Pudding	Bread & Butter Pud	Chocolate Sponge
MARGARINESPREAD	Bread & Margarine	Assorted Spreads	Assorted Spreads	Assorted Spreads	Bread & Margarine	Bread & Margarine	Bread & Margarine
MILK/JUICE	Assorted Spreads	Juice	Juice	Juice	Assorted Spreads	Assorted Spreads	Assorted Spreads
TEA/COFFEE	Juice	Tea, Coffee	Tea, Coffee	Tea, Coffee an	Juice	Juice	Juice
CONDIMENTS	Tea, Coffee	All*	All*	All*	Tea, Coffee	Tea, Coffee	Tea, Coffee
	All*				All*	All*	All*

Tomato Sauce, Mayonnaise, Vinegar, Salt, Pepper

Assorted Spreads: Jam/Bovril/Peanut Butter/Syrup

**BIDDER'S FINANCIAL SUMMARY**

**BID NO: DARD15/2023**

**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	
<b>GRAND TOTAL</b>	

<b>GRAND TOTAL (36 Months)</b>	
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### CALCULATION OF FOOD COSTS

**BID NO:** DARD 15/2023

**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>MEALS</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 Meals (3 per day) = 60 000 meals per year		<b>60 000 total meals per year</b>
<b>Annual Cost (A x 60 000 ) (to be transferred to Bidders Financial Summary [A])</b>		

**Note:**

Number of students varies during the year

The maximum number of students that may need catering day is 220 students  
The maximum number of days that may need catering is 300 days

**CALCULATION OF OVERHEAD STRUCTURES**

**BID NO:** DARD15/2023

**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>SALARIE S / WAGES</b>	<b>LEVIES</b>	<b>ALLOWANCE S</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)	
ENVIROMENTAL MANAGEMENT	
INSURANCE	
<b>TOTAL COST (to be transferred to Bidders Financial Summary [B])</b>	

**CALCULATION OF MEAL PACKS**

THE CATERER SHALL PROVIDE MEAL PACKS FOR STUDENTS FOR ONE MEAL OR AWHOLE DAY  
 BID NO: DARD15/2023

INSTITUTION: Owen Sithole College of Agriculture

PERIOD: 36 Months

NAME OF BIDDER:

PORTION SPECIFICATION	PRICE PER PACK	
	RAW WEIGHT	COST PER ITEM
<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>		100 0	
<b>COST FOR LUNCH (B)</b>		250 0	
<b>COST FOR SUPPER (C)</b>		100 0	
<b>TOTAL COST PER YEAR (to be transferred to Bidders Financial Summary [C])</b>			

## **PART E**

### **BID DISQUALIFYING FACTORS**

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

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and Specific Goals

**1. Compulsory administrative compliance:**

- 1.1. Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- 1.2. Annexure B (Bidders past experience) must be completed and signed by the bidder.
- 1.3. All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- 1.4. Use of correction fluid is prohibited.
- 1.5. Any alterations must be initialled.
- 1.6. Under no circumstances may bid forms be retyped or redrafted.
- 1.7. Central Suppliers Database registration number.
- 1.8. A valid Tax Compliance Pin.

**2. Compulsory Documents, must be submitted with a bid:**

- 2.1. An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing 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, where applicable, as per SBD 11.

**3. Functionality**

- 3.1. Relevant Experience
- 3.2. Resources
- 3.3. Departmental Objective
- 3.4. Locality

**ASSESSMENT CRITERIA FOR THE EVALUATION OF FUNTIONALITY**

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 75 for functionality will not be considered further.**

NO	EVALUATION MATRIX	POINTS	MEANS OF VERIFICATION	BIDDER SCORE
1.	<p><b>Relevant Experience</b></p> <ul style="list-style-type: none"> <li>• Bidder relevant Experience               <ul style="list-style-type: none"> <li>o Demonstrable proof that the Bidder has experience in:</li> </ul> </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>	<p><b>25</b></p> <p>(5 points per relevant project)</p>	<p>Proof of purchase order or Appointment letter. &amp; Completion certificates or Reference letters</p> <p><b>In order to score the maximum of 5 points, the service provide must provide the combination of the above documents for each project.</b></p>	
2.	<p><b>Resources</b></p> <p><b>Financial capacity, Access to a transportation facility and Compliance</b></p> <p><b><u>Financial capacity</u></b></p> <ul style="list-style-type: none"> <li>• Evidence of credit facility of a minimum of</li> </ul>	<p><b>45</b></p>	<p>Evidence of credit facility and/or</p>	

	<p>R1 Million or more with manufactures to support that the entity is credit worth and is able to service its creditors.</p> <ul style="list-style-type: none"> <li>• Proof of Financial capacity with registered Financial Services Board (FSB) of at least R1 Million or more</li> </ul> <p><b><u>Access to a transportation facility</u></b></p> <p>Proof of ownership of vehicle(s) or Agreement with the Transporter</p> <p><b><u>Compliance</u></b></p> <p>Compliance to Principles of food safety.</p>	<p><b>10</b></p> <p><b>10</b></p> <p><b>5</b></p> <p><b>5</b></p> <p><b>5</b></p> <p><b>10</b></p>	<p>Registered Financial Institution (E.g. Letter for Intent) Or Evidence of access to <b>any</b> legal funding instrument</p> <p>Letter of commitment from fleet company</p> <p>Or</p> <p>Confirmation from manufacturer that delivery shall also be undertaken</p> <p>Or</p> <p>Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)</p> <p>Organogram of the organization as well as Curriculum vitae (CV's, Relevant certificates per personnel)</p> <p>HACCP Certificate (Either for the company or the individual within the organogram)</p> <p>Dietician/Food Technologist/ Consumer Scientist (CV and proof of qualification)</p> <p>Certificate of Acceptance for Food Premises (for other sites during the last 36 months)</p>	
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3.	<b>Departmental Objectives</b> A minimum of 50% black woman ownership=25pts Less than 50% black woman owned =0 pts	25	<u>Means of verification</u> Attach a CSD report, CIPC document and/or any relevant proof of directorship/ownership	
4.	<b>Locality</b> Office of Bidder within the borders of District that you are applying for = 5 points Office of Bidder outside borders of KZN = 2 Points	5	Municipality Bills, Business Letters or Bank statement or SARS pin or Lease Agreements (Not Older than 3 Months)	
<b>NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 15 points in Experience and maximum points on Financial capacity, the bidder will be disqualified</b>		TOTAL	100	
		Minimum Functionality Threshold:	75	

#### 4. Price and Specific Goals

6.1 Procurement above R1M to R50M (80/20) the Department will allocate the Specific goal points as follows:

- i. An EME or QSE entity which is 100 % Black owned will be awarded 20/20 points (as per the provisions of KZNDARD SCM Policy)

6.2 This must be supported by a CIPC or BBBEE certificate or affidavit or Shares certificate register or CSD report.

6.3 Ownership verification will be conducted through CIPC, CSD and BBBEE Certificate/affidavit.

NB.

The Department reserves the right to verify all information submitted.

Non-compliance with the above shall result in elimination from further evaluation.

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 six (6) months.

All letters/agreements attached must be signed.

Failure to comply with this requirement shall invalidate the bid submitted

**ANNEXURE B**

**Previous Catering Service**

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

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

Signed on behalf of bidder:	Date:
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