



REFERENCE: SD05 / 2022- 2023

ENQUIRIES: Jenine Smith

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS BELOW OF THE DEPARTMENT OF
SOCIAL DEVELOPMENT**

BID NUMBER: SD05 / 2022- 2023

CLOSING DATE: 2 MARCH 2023

VALIDITY PERIOD: 90 DAYS

CLOSING TIME: 11:00

DESCRIPTION

APPOINTMENT OF SERVICE PROVIDERS FOR THE RENDERING OF CATERING SERVICES AT THE
TREATMENT CENTRES FROM 1 MAY 2023 UNTIL 31 DECEMBER 2026

(ITEM 1): KRAAIFONTEIN ROAR

(ITEM 2): KENSINGTON TREATMENT CENTRE IN KENSINGTON / MAITLAND

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7)

BID DOCUMENTS

MUST BE DEPOSITED IN THE BID BOX SITUATED AT

GROUND FLOOR

14 QUEEN VICTORIA STREET

UNION HOUSE

CAPE TOWN

8001

ENQUIRIES RELATING TO BID DOCUMENT: CONTACT MS. JENINE SMITH, EMAIL ADDRESS:

JENINE.SMITH@WESTERNCAPE.GOV.ZA OR ANY TECHNICAL ENQUIRIES PLEASE CONTACT MS

NEIHOM ISAACS-GERWEL, EMAIL ADDRESS: NEIHOM.ISAACS-GERWEL@WESTERNCAPE.GOV.ZA

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

NB: UNLESS SPECIFICALLY PROVIDED FOR IN THE BID INVITATION, NO BIDS FORWARDED BY TELEGRAM, TELEFAX, FACSIMILE OR COMPLETED IN RED OR GREEN INK WILL BE CONSIDERED. HOWEVER, PHOTOSTAT COPIES OF FACSIMILES WHICH ARE LODGED IN THE PRESCRIBED WAY AND IN WHICH THE RELEVANT FORMS AND CERTIFICATES ARE SIGNED IN INK, AFTER BEING COPIED, ARE ACCEPTED AS VALID BIDS.

HEAD OF DEPARTMENT

DATE:

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1. SPECIAL CONDITIONS OF BID

1.1 Institutions

- 1.1.1 The Caterer must bid for the catering services at Kraaifontein ROAR and Kensington Treatment Centres and not only for one or a combination of them. The bid will be subject to the terms and conditions as indicated hereunder and in the bid specifications.

1.2 General:

- 1.2.1 The bid has been drawn up so that certain essential information can be furnished in a specific manner. Bidders are not allowed to make changes to the original document. Only the original document will be recognised as authentic and for contract purposes, will supersede any changes that may have been affected by the bidder.
- 1.2.2 The bid forms should not be retyped or redrafted. Photocopies may be made and completed.
- 1.2.3 Black or blue ink shall be used to fill in bids.
- 1.2.4 Bidders should check the numbers of the pages to satisfy themselves that no pages are missing. No liability will be accepted in regard to claims arising from missing pages.
- 1.2.5 Unless specifically provided for in the bid invitation, no bid by telegram, telex or fax will be considered.
- 1.2.6 Bidders must bid in accordance with the requirements stipulated in the bid documents.
- 1.2.7 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 1.2.8 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 1.2.9 All bids must be received before the closing time and date stipulated above and must be deposited in the bid box at the address detailed on the cover page of this invitation to bid.
- 1.2.10 The Department will evaluate bids in terms of disqualifying conditions, material conditions and non-peremptory conditions. **Disqualifying conditions are mandatory conditions and will either be preceded or followed by a sentence that stipulates that a bidder will be disqualified for non-compliance.** Where a condition is not followed by such a sentence, it falls under the category of material conditions or non-peremptory conditions. Bidders **may** be disqualified for non-compliance with material and non-peremptory conditions depending on the substance of such non-compliance.

1.3 Enquiries:

1.3.1 Enquiries relating to this bid must be directed to the persons whose details appear on the cover page of this bid invitation.

1.3.2 Deadline for enquiries will be **16 February 2023** and enquiries must be directed by e-mail to Jenine.Smith@westerncape.gov.za.

1.4 Bid document:

1.4.1 Bidders must note that some of the documents requires completion by the bidder.

No.	Document	Mandatory Documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
	WCBD 1	Mandatory	Yes
	WCBD 3.2 including the section on Price Adjustments	Mandatory	Yes
	Schedule A	Mandatory	Yes
	Schedule B	Mandatory	Yes
	WCBD 4	Mandatory	Yes
	WCBD 6.1	Only if bidder intends to claim preference points	Yes
	Bid Specifications	No	Yes
	Special Conditions of contract and Operational Requirements	No	Yes
	Annexure A: List of current & previous contracts	Mandatory	Yes
	Annexure B: List of Organisational Structure	Mandatory	Yes
	Annexure C: Food Specifications	No	Yes
	Annexure D: Composition of Menu	No	Yes
	Annexure E: Normal Portion Sizes	No	Yes
	Annexure F: Meal Pattern	No	Yes
	Annexure G: Therapeutic Diets	No	Yes
	Annexure H: Start-Up Cost, Equipment List and List of Equipment from Bidder	Mandatory	Yes

1.5 Supplier Database Registration

1.5.1 Central Supplier Database:

1.5.1.1 Bidders must be registered on the Central Supplier database at the closing time of the bid. Bidders can register at www.csd.gov.za

1.6 Validity

1.6.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 90 (ninety) calendar days from the closing date and time of the bid.

1.7 Price breakdown, price adjustments and price adjustment intervals:

1.7.1 Bidders must provide a detailed cost breakdown of their price in Schedule A and Schedule B. Totals from Schedule A and Schedule B must be carried over to the Pricing Schedule (WCDB 3.2). **Failure to provide a detailed cost breakdown will disqualify the bid.**

1.7.2 Bidder must note that for the purposes of price adjustments, 15% of the original bid price shall remain firm and will not be subject to any price escalations.

1.7.3 Bidders must provide reasonable ratios between the various cost factors that make up the contract price. Reasonableness will be tested against the number of staff required in terms of the bid and the minimum gazetted labour rate applicable at closing time of the bid. Bidders must substantiate how the percentages of the various cost factors was arrived at. If no substantiation is provided or where the percentages are unreasonable in relation to cost factors, the bid may be disqualified.

1.7.4 Adjustments will be allowed once annually unless legislative or regulatory increases occurs earlier.

1.7.5 Where new catering wage rates are gazetted earlier, applications for price adjustments will be allowed from the date of the gazetted increases. Adjustments of other cost factors that are subject to the Consumer Price Index will also be granted when gazetted.

1.8 Minimum requirements of bidders

1.8.1 It is a condition of bid that bidders must have at least two-years' experience within a residential environment for the provision of catering services. Residential environment means a facility building or any portion of a facility building that is used for living, sleeping, counseling, dining, or academic purposes. **Bidders who do not have at least two years' experience within a residential environment will be disqualified.**

1.8.2 Bidders must provide contactable references. **Bidders who do not provide contactable references will be disqualified.** To this end Annexure A must be completed in full. **Bidders who do not complete Annexure A in full will be disqualified.** Bidders must provide a valid Compensation for Occupational Injuries and Diseases Act (COIDA) letter of Good Standing. **Bidders who do not submit a valid COIDA letter of good standing will be disqualified.**

1.8.3 Bidder to submit a functional organisational structure for managing this contract. A clear indication shall be given of the Caterer's envisaged organisation principles, procedures and functions for the effective management and operation of this institution and the catering services at the Institutions as listed. To this end Annexure B must be

completed in full. **Bidders who do not complete Annexure B in full will be disqualified.**

2. SPECIFICATIONS

2.1 Requirements

- 2.1.1 The successful bidder will provide the services in accordance with the standard specification and the requirements of the client.
- 2.1.2 The successful bidder must supply all the staffing requirements in accordance with the specifications at the times indicated in the bid document.

2.2 Standard specifications:

2.2.1 Staffing:

- 2.2.1.1 All staff must be suitably dressed with appropriate protective clothing.
 - 2.2.1.2 All staff must wear identification or identifiable clothing that provides their details and associates them with the successful bidder.
 - 2.2.1.3 All staff must wear a mask and gloves during their working times.
 - 2.2.1.4 Staff must be able to communicate (verbally and written) in two official languages of the Western Cape.
 - 2.2.1.5 Must be physically fit to perform the tasks specified.
 - 2.2.1.6 In the case of residences where children are held:
 - (a) All staff supplied must have been cleared in terms of the Children's Act & Regulations: Act 38 of 2005, Updated October 2019 i.e. the names of the persons deployed must not be listed in part B of the National Child Protection Register.
 - (b) Must not have a record of violence, neglect or abuse of persons.
 - (c) Due to the age group of the residents at these centres only persons 25 years and older may be employed at all these sites.
 - 2.2.1.7 The Department's authorised representative shall have the right to request the replacement of any employee that does not comply with contract requirements.
 - 2.2.1.8 In carrying out the contract, the contractor shall conform to all laws, regulations or by-laws which may be applicable hereto in addition to those prescribed by the Department from time to time.
- #### 2.2.2 Catering Staff
- 2.2.2.1 The Caterer shall employ on his own conditions of service all catering staff required for this contract. The bidder must indicate in writing whether they will take over existing staff.
 - 2.2.2.2 The catering staff deployed shall be adequately and sufficiently trained for the roll and functions they need to perform.

2.2.3 Cleaning material for kitchen cleaning (incl. Crockery and cutlery)

2.2.3.1 Cleaning materials:

Cleaning materials must be of an acceptable standard.

2.2.3.2 Service provider to ensure the safe storage at its own risk of all suitable cleaning materials, insecticides, 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.

3. EVALUATION METHODOLOGY

3.1 The bid will be evaluated in terms of:

3.1.1 **Stage 1:**

3.1.1.1 Compliance to specifications (refer to the heading “Specifications”).

This includes compliance to the technical specifications of the item/product.

3.1.1.2 Compliance to the special conditions of Bid (refer heading “Special Conditions of Bid”).

3.1.1.3 Compliance to the Special Conditions of Contract (refer heading “Special Conditions of Contract”) and statutory requirements (where applicable). This includes compliance to information contained in standard bidding forms and annexures and its stipulations.

3.1.1.4 A bid may be regarded as non-responsive if it fails to meet compliance to the specification requirements / Special Conditions of Bid / Special Conditions of Contract or any statutory requirements that was stipulated including non-compliance to standard bidding forms and annexures and its stipulations.

3.1.1.5 Only bidders that have passed stage 1 will proceed to stage 2 of the evaluation.

3.1.2 **Stage 2:**

3.1.2.1 Application of the 80/20 preference points system in terms of the Preferential Procurement Regulations of 2022 will apply.

4. SPECIAL CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

4.1 General Conditions of Contract (GCC)

- 4.1.1 The General Conditions of Contract (GCC) as issued by the National Treasury shall apply to the contract.
- 4.1.2 Where the GCC is inconsistent with the conditions set out in this document (the bid document), the conditions in this document shall take precedence.

4.2 Date of Commencement of Service

- 4.2.1 The anticipated commencement date of the contract is **1 May 2023**.

4.3 Remuneration

- 4.3.1 For the duration of the contract period, the successful bidder must comply with all the applicable labour legislation, particular insofar it pertains to the payment of at least minimum wage remuneration to staff. The Department may from time to time require the successful bidder to provide proof of compliance with labour legislation and/or compliance with remuneration requirements.
- 4.3.2 The Department may demand a COIDA letter of good standing from the service provider at any point in time during the contract period.

4.4 Contract price adjustments and escalation of prices:

- 4.4.1 Refer the heading "Pricing, price breakdown and price adjustments:" above.

4.5 Public Liability Insurance

- 4.5.1 The successful bidder must obtain public liability insurance at his own cost commensurate with the risk to which he is exposed. The insurance shall make provision for all vicarious losses for which the successful bidder or his staff may be responsible.
- 4.5.2 The successful bidder shall on demand provide proof of public liability insurance and its validity.

4.6 Advertising and Trading

4.6.1 Neither the successful bidder nor his/her staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site.

4.7 Changes to Bidders Operational Status

4.7.1 As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the bid period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.

4.8 Service Level Agreement

4.8.1 The Department and the successful bidder will enter into a Service Level Agreement.

4.9 Take Over of Related Existing Contracts

4.9.1 The bidder is not obliged to honour any existing contracts or agreements between the institution covered by this bid and other suppliers in respect of perishable provisions for the periods stated.

4.10 Preference for gender of staff

4.10.1 Rendering of a catering service at the following institution:

GENDER PREFERENCE	TREATMENT CENTRE	RESIDENTS TOTAL	AGE GROUPS	RESIDENTS GENDER	GENDER OF STAFF THAT CAN BE DEPLOYED ON SITE
	KRAAIFONTEIN ROAR	100	09-21	MALES ONLY	MALES AND/OR FEMALES
	KENSINGTON	30	18-Older	FEMALES & MALES	FEMALES ONLY

*Resident totals may vary on a daily basis by about 10 over or below the indicated totals. During holiday periods, it may decrease substantially.

5. ANNEXURE A: LIST OF CURRENT & PREVIOUS CONTRACTS

5.1 Bidders who do not complete this Annexure in full will be disqualified.

NO.	NAME OF ORGANISATION	START DATE OF CONTRACT	END DATE OF CONTRACT	NATURE OF SERVICE	VALUE OF CONTRACT/ SUPPLY	CONTACTABLE REFERENCE (An e-mail address must be provided)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

6. ANNEXURE B: ORGANISATIONAL STRUCTURE AT THE VARIOUS SITES

6.1.1 TO BE COMPLETED BY BIDDER: Bidder to provide what staff will be deployed at facilities and what their functions will be: **Bidders who do not complete Annexure B in full will be disqualified.**

TREATMENT CENTRE	RESIDENTS TOTAL	RESIDENTS GENDER	STAFF DEPLOYMENT	FUNCTIONS
KRAAIFONTEIN ROAR	100	MALES ONLY		
KENSINGTON	30	FEMALES & MALES		

***Bidder may attach an extra page if the space is not sufficient.**

DETAILS OF THE BIDDER'S NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

- (a) Physical address and telephone number.
- (b) Are the staff as proposed in paragraph 6.1.1 above, presently stationed at aforementioned office, and if not, what is the position.
Please supply contact telephone and facsimile numbers.

For the promotion of efficient liaison between the Department and the Caterer it is imperative that the Caterer shall have an office situated in the Western Cape

6.2 Obligations of the Caterer

6.2.1 Catering Services

6.2.1.1 The Caterer is required to render to the Centre catering services as set out below.

6.2.1.2 The Caterer is required to provide daily the following meals to the residents of the Centre:

- Breakfast
- AM Tea or Lunch Box
- Lunch
- PM Tea
- Supper
- Late evening snack

6.2.1.3 The caterer is required to bid for different types of meals designed as per set menu (read with food specifications, Annexure C-G). The contents of each category of meals are specified respectively in the Food Specifications: Quality of food products (Annexure C),

composition of menu and portion size (Annexure D), and Normal Portion Sizes (Annexure E).

6.2.1.4 The Caterer undertakes to cater for the meals in each of the different categories in accordance with the prices as per Schedule A and Schedule B for the number of residence indicated including the upper variance.

6.2.1.5 The caterer shall take responsibility for the refill of any gas operated equipment.

6.3 Management Services

6.3.1 The Departmental Representative and the Caterer shall each appoint a project officer/ Institution Project Officer who shall form a communication link between the parties and who shall work in close co-operation in order to facilitate the flow of information, problems, accounts, payments, etc. between the parties.

6.3.2 The Project Officers shall keep account of and monitor the meals, snacks, refreshments and drinks actually served on each occasion to the residents of the Centre in terms of the contract.

6.3.3 The Centre Project Officer or any authorised officer of the Department shall be entitled at any reasonable time to inspect all the records, accounts, invoices, food purchases and any other documentation relating to the catering and related services in terms of the contract.

6.3.3.1 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.

6.3.3.2 To provide management and control of the premises concerned equipment, furniture and utensils for proper execution of the contract.

- Annually the contractor shall supply the following quality assurance controls :
Health and safety plans
- Food quality management plan

6.4 Purchase and Supply of Foodstuff

6.4.1 The Caterer undertakes to:

6.4.1.1 Purchase and acquire all foodstuffs and other materials necessary for the proper fulfilment of its catering and management functions.

6.4.1.2 Arrange for his own account, the supply and delivery of all the ingredients necessary for the proper preparation of all menus appearing on the Food Specification Schedules and any equivalent thereof.

6.4.1.3 Ensure that all foodstuffs supplied to the Centre are of a quality set out in the specifications and, the service provider undertakes to submit the food for both quality and quantity control inspection to the Departmental representative and/or SABS if required.

6.4.1.4 If the quantity and quality of any foodstuffs or materials supplied to the residents do not comply with the standard and specifications laid down in the contract, the Department

may, if it considers such non-compliance to be material, apply penalties and when non-compliance continues, immediately on written notice terminates the contract, without prejudice to any other rights available to it.

- 6.4.1.5 The Caterer shall provide "Take away meals" for a whole day to residents and staff accompanying residents on excursions .
- 6.4.1.6 Take-away meals for breakfast, lunch, supper and teas must always be equivalent in quantity and quality to the meal it replaces.
- 6.4.1.7 Menus reflecting the meal of the day will be required and it must be displayed at the entrance to dining halls in any suitable manner. The four-week cycle menus must also be displayed in the kitchen area for monitoring purposes.
- 6.4.1.8 The successful bidder shall submit winter and summer cycle menus according to the meal patterns as specified and a 14-day cycle menu for Vegetarians.
- 6.4.1.9 The successful bidder must submit along with the bid documents standardised recipes for all main dish menu items according to the menu cycle.
- 6.4.1.10 Summer and winter cycle menus must be submitted six weeks prior to implementation to the Departmental representative for evaluation and approval.

- **Summer menu period: 1 September – 29 February**
- **Winter menu period: 1 March - 31 August, or as agreed upon.**

- 6.4.1.11 Changes to the menus after commencement of the contract may only be implemented with the prior approval of the Departmental representative.
- 6.4.1.12 The Department reserves the right to institute any reasonable alterations, changes or substitutions to the menus submitted that would not increase overall cost.
- 6.4.1.13 In exceptional situations where changes to the daily menu are due to supply shortages, fresh produce availability, or recipe fatigue, changes can only be affected with prior approval from the departmental representative.
- 6.4.1.14 The Caterer shall ensure that at any time, enough reserve food stocks is kept on site to cater for five days.
- 6.4.1.15 Menus for therapeutic and religious diets if required must be drawn up by the Caterer in conjunction with the Department.
- 6.4.1.16 A sample plate of each meal must be provided at own cost by the caterer. This plate will be assessed by the Departmental representative for compliance and approval against Annexures C - G before a meal is served.
- 6.4.1.17 The caterer must keep food samples of each meal for four (4) days in the refrigerator on site. It must be available for inspection and laboratory testing if needed.
- 6.4.1.18 These requirements will be complied with after award but before any staff are posted to site.

6.5 Kitchen Facilities and Control

- 6.5.1 The Caterer shall have full access to all kitchens, food stock stores, 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 keys to the lockable furniture, equipment, fixtures and fittings. However, access will be limited to those areas and any surrounding buildings and facilities necessary for the rendering of the catering service.
- 6.5.2 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 it/he be allowed to prepare food or serve food on a premises other than the designated premises.
- 6.5.3 The Caterer shall use (or allow to be used), all furniture, fixtures, equipment , fuel and other material and supplies only for the purpose for which they are provided, that is for the members of the Centre concerned or other authorised persons.
- 6.5.4 The Caterer shall not remove any property of the Department from the premises or locality where it is kept by the Department and shall ensure that these are used in a proper manner.
- 6.5.5 No structural changes shall be affected by the Caterer to the existing premises. Any proposed changes in the structure must be submitted to the Department in writing for approval.
- 6.5.6 Visitors must comply with the Hygiene, Occupational Health and Safety Act regulations before entering the kitchen.
- 6.5.7 All catering staff must only use smoking areas as designated by the centre.

6.6 Hygiene and Cleanliness

- 6.6.1 The Caterer shall keep all catering and dining areas including all toilets, storeroom, windows, catering equipment, fixtures, fittings and kitchen drains and all utensils, crockery and cutlery used in serving meals to the dining areas in a clean, hygienic and tidy condition to the satisfaction of the Department's Health and Safety Regulations.
- 6.6.2 The contractor shall ensure that Hygiene Standards are adhered to, as well as the Hygiene Manual where applicable, is followed at all times. The Hygiene Manual compiled by the Working Group of the CHM (Committee for Health Matters) sub-committee for the Nutrition Services, is available from the National Department.

6.7 Security Regulations

- 6.7.1 The Caterer agrees to ensure that the security regulations applicable to the Centre shall be complied with by his staff.

6.8 Fire

- 6.8.1 The Caterer shall ensure that all staff under his control know how to handle fire hazards and are made fully aware of where fire extinguishers are situated in the kitchen. The Caterer shall provide a representative for the health and safety committee of the Centre.

6.9 Duties and Obligations of Department (Operational Equipment)

- 6.9.1 Catering equipment: The Department shall supply the following:
 - 6.9.1.1 All existing catering premises, furniture, fixtures and fixed equipment as stipulated in Annexure I. Any additional catering equipment needed by the Caterer must be specified in the schedule as requested for start-up cost and the caterer will then be responsible for the purchasing of this equipment. The department will take ownership of the equipment and will be included in the asset register.
 - 6.9.1.2 The Department will be responsible for the replacement of all fixed equipment through fair wear and tear.
 - 6.9.1.3 Electricity and water for cooking, cleaning, refrigeration and freezing purposes will be supplied by the Department and the Caterer undertakes to use these economically.
 - 6.9.1.4 All fixtures and fitted equipment that forms part of the kitchen infrastructure is the responsibility of the Department.

6.10 Duties and Obligations of the Caterer in Respect of Catering Equipment

- 6.10.1 The Caterer undertakes to:
 - 6.10.1.1 Supply, maintain and replace all cutlery, crockery and kitchen utensils. Serving plates and cups for residents must be of a hard-good quality plastic. Protection of plates until it is served must maintain the temperature of the food. Only plastic spoons and cups are allowed as utensils for the residents.

- 6.10.1.2 Supply, maintain and repair all equipment except for fixtures and fitted equipment that forms part of the kitchen infrastructure. An estimate to this extent must be included in the calculation of overhead structures.
- 6.10.1.3 Maintenance and repairs to state owned equipment should be done by a qualified service provider and must be documented.
- 6.10.1.4 Replace items as a result of his or her staff's negligence and misuse.
- 6.10.1.5 Prior to the date of site occupation an Inventory Schedule shall be signed by both parties.
- 6.10.1.6 From time to time the departmental representative together with the caterer shall do inspections on all furniture, fixtures, catering equipment and utensils etc.
- 6.10.1.7 The caterer may supply any other equipment that forms part of his organisational requirements and which are not included in the start- up costs. This equipment will stay the property of the caterer and will be recorded on a separate asset list.

6.11 Telephone

- 6.11.1 The Caterer undertakes to provide adequate telephone and fax facilities for staff to fulfil the catering management services efficiently; however, the cost of all calls will be for the account of the Caterer.

6.12 Riot, Unrest and Stock Loss

- 6.12.1 In the event of the closure of the Institution due to resident or other problems including boycotts, riots and/or unrest, the Department shall be liable for the monthly payment of overheads only as determined in accordance with the provision of this contract.
- 6.12.2 The Caterer shall be liable for the rendering of the catering services irrespective of any boycotts, riots and/or unrest situation.
- 6.12.3 The caterer and staff occupying the premises do so at own risk irrespective of riots, boycotts or unrest. Therefore, the Department shall not be liable for any damages incurred.

6.13 Waste Removal

- 6.13.1 The Caterer shall be liable for the removal of refuse and pigswill and shall ensure that containers/areas are maintained in a clean and hygienic condition.
- 6.13.2 All empty containers, packaging material, etc. must be placed separate from pigswill in an area/container demarcated for the purpose.

6.13.3 Entrance Control:

- 6.13.3.1 All staff shall comply with the entrance control requirements of the service area/office.
- 6.13.3.2 The service provider and/or its staff will not be allowed to bring anything that is prohibited (e.g. fire-arms, alcohol, etc.) onto the premises.
- 6.13.3.3 The service provider and/or its staff will not be allowed carry out any activity on the premises that is prohibited by the Department.

6.14 Catering Staff

6.14.1 The service provider shall at least ensure that the following services are rendered:

6.14.1.1 The services of an area manager to manage the effective and efficient running of all management aspects for the duration of the contract.

6.14.1.2 The services of a qualified dietician registered with the Health Professional Council of South Africa (HPCSA).

6.14.1.3 The services of competent staff to render the day-to-day catering service.

6.14.1.4 The bidder must supply the curriculum vitae of the in-house member of staff who is sufficiently skilled (i.e. supervisory, administration and management skills) and will manage for the duration of the contract. Curriculum Vitae must be provided within 14 days before site occupation.

6.15 Conduct of staff

6.15.1 The code of conduct of the Department shall apply to the successful bidder and its staff.

6.15.2 The Provincial Government Western Cape expects the highest possible standards of conduct from all staff. Transgressions that are non-compliant to the code of conduct is:

6.15.2.1 Absence without proper notification.

6.15.2.2 Accepting gifts or bribes in the line of duty.

6.15.2.3 Drinking intoxicating liquor or using drugs, being under its influence on duty or reporting for duty while intoxicated.

6.15.2.4 Unnecessary harshness or violence or using profane language.

6.15.2.5 Wilful disobedience of site instructions, orders of a superior or a reasonable request by the end user.

6.15.2.6 Failure to wear the standard uniform at all times when on duty.

6.15.2.7 Failure to complete any specified documents (e.g. cleaning checklist, incident reporting, etc).

6.15.2.8 Failing to present an acceptable image, or to deal with any client in a respectable manner.

6.15.2.9 Sleeping on duty, theft, eating food of clients, and withholding basic rights from clients.

6.15.2.10 Sexual harassment and related offences.

6.16 Payment:

6.16.1 The Contractor shall at the end of each calendar month submit an invoice together with copies of the time sheets for that particular month, certified by the relevant office manager or his/her delegate. Invoices must be submitted within seven calendar days after the end of a month.

6.16.2 The terms of payment shall be 30 days upon receipt of invoice.

6.16.3 The Department does not accept responsibility for delays in payment due to incorrect /delayed accounts submitted.

6.17 Penalties and pro-rata deduction of penalties:

6.17.1 Without prejudice to any other remedies, the Department will impose penalties for breach of contract conditions and stipulations.

6.17.2 Pro-rata deductions will be made from the service provider's monthly contract amount.

6.17.3 Penalties will be levied for the following incidents/occurrences:

Description of non-compliance/breach
Failure to provide 6 meals a day at set times as agreed upon by the Manager of Centre and caterer.
Proven negligence in the use of equipment that leads to damage or breakages or loss of equipment.
Failure to provide medical certificates of general health of all food service staff members annually, at the contractor's expense.
Failure to the adherence and compliance to Health and Safety regulations.
Failure in the safe keeping of dangerous and sharp utensils/objects in the kitchen area.
Failure to adhere to prescribed standard of meals.
Failure to provide uniform for all catering staff.
Failure to provide security clearance of all catering staff.
Failure to smoke in designated smoking areas of the centre
Participation of activities in the following illicit activities: <ul style="list-style-type: none">• Bring on site all unauthorized articles• Provision of unauthorized articles to centre staff and residents• Involvement or participation of any criminal activities• Sexual harassment to staff and or residents• Inappropriate relationships with staff and or residents

6.17.4 Penalties will vary from 30% of total fee of the day to the affected child's fee per day or penalty of R500 per incident (whatever is relevant). Notwithstanding the application of penalties, the Department may at any time during the contract period initiate steps for the cancellation of the contract in the event of breach or serious contraventions of contract conditions.

6.18 Breach and Termination:

6.18.1 Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services. Nor shall it be construed to relieve the service provider of any of its obligations under the contract.

Scope

6.19 Dietary Requirements

6.19.1 The caterer shall:

- 6.19.1.1 Ensure strict compliance to dietary and religious requirements of the residents accommodated at the Centre.**
- 6.19.1.2 Provision of staff must be sufficient to serve breakfast at 07h00 and supper not earlier than 18h00. Late night snack can be available at 18h00. No staff necessary to serve late night snack after 18h00.**
- 6.19.1.3 Sufficient staff must be available seven (7) days per week, three hundred and sixty-five (365) days per year.**

FOOD SPECIFICATIONS: KRAAIFONTEIN ROAR AND KENSINGTON TREATMENT CENTRES

INDEX

Quality of food products and menu planning	Annexure C
Composition of menu and portion sizes	Annexure D
Menu A :	Residents 9-21 Years
Meal pattern:	Residents 9-21 Years
Therapeutic / special diets	Annexure G

7.2 Meat and Meat Products

- 7.2.1 Not more than 20% of a meat portion (cooked mass) shall be replaced by a textured vegetable protein of an acceptable quality, pre-tested by the institution of intended use. The Department reserves the right to request proof of such a pre-test.
- 7.2.2 The mass specified under the minimum requirement is for cooked edible mass only, thus this mass does not include bone, fat and skin.
- 7.2.3 The grade of meat for mutton and beef should be B1 or higher than B1. The grade for pork should be grade 1. No other grades shall be accepted. Bacon should have a good proportion of meat to fat.
- 7.2.4 The fat content of all mutton, beef and pork products served to staff and residents on a normal full diet shall have a total animal fat content of not more than 20% (i.e. only 5% visible fat).
- 7.2.5 Hamburger patties and meat pies shall not consist of more than 10% acceptable textured vegetable protein.
- 7.2.6 Only best quality Grade 1 polonies will be accepted.
- 7.2.7 Frozen fish cakes should contain at least 90% fish.

7.3 Vegetables and Fruit

- 7.3.1 Only choice grade frozen vegetables may be used for vegetable dishes.
- 7.3.2 Caterer's grade frozen vegetables may be used for soups and stews.
- 7.3.3 Fresh fruit and vegetables shall be of a good standard and quality.
- 7.3.4 If canned fruit is served for dessert, choice grade or standard may be used.
- 7.3.5 It must be noted that potatoes, sweet potatoes, sweet corn, cut corn and baked beans (salad beans) as such are not regarded as vegetable products, but rather as starch products.
- 7.3.6 Fruit juice shall contain no less than 40% pure fruit juice after it has been reconstituted according to specifications.
- 7.3.7 Average acceptable portion size for fresh fruit: ± 170 g (1 medium or 2 small fresh fruit) cubes i.e. melon/ pawpaw ± 125 ml.

7.4 Margarine, Jam and Peanut Butter

- 7.4.1 Only choice grade may be used.
- 7.4.2 A variety of jams must be offered (at least five per menu cycle – 3 weeks). Honey or Golden Syrup may also be used. (To be indicated on menu.)
- 7.4.3 Only margarine to be used.

7.5 Milk and Dairy Products

- 7.5.1 Only fresh full cream milk may be used. No milk blends or coffee creamers/whiteners will be allowed.
- 7.5.2 All fresh milk used must be pasteurised.
- 7.5.3 Full cream ice cream must be used.
- 7.5.4 Cheese: First grade must be used.

7.6 Bread

- 7.6.1 Brown bread may be given instead of whole wheat bread.
- 7.6.2 Scones/muffins/rolls/buns may be used as substitutes for bread.

7.7 Coffee and Tea

- 7.7.1 Good quality coffee to be used. Not more than 25% chicory.
- 7.7.2 Good quality blended tea.
- 7.7.3 Rooibos tea, choice quality.

7.8 Biscuits

- 7.8.1 Only choice grade biscuits and rusks to be used.
- 7.8.2 Include the following varieties:
Choice Assorted, Marie, Tennis, and Lemon Creams. (To be indicated on menus)

7.9 General

- 7.9.1 Meals should be balanced according to accepted national standards(3 or 5 Food groups)
- 7.9.2 When menus are drawn up, combinations of colour, flavour, texture, cooking method and variety of food items must be considered as well as religious and ethnic eating habits.
- 7.9.3 Take-away meals for breakfast, tea, lunch and supper must always be equivalent in quantity and quality to the meal it replaces.
- 7.9.4 Dry provisions may have to be supplied under certain circumstances i.e. camps for a period of up to 10 days at a time.
- 7.9.5 Fizzy Cool drink or fruit juice must be served at lunch.
- 7.9.6 Jams: At least five varieties per menu cycle to be served.
- 7.9.7 A variety of not less than five different soups per menu cycle shall be served in winter.
- 7.9.8 Dessert to be served twice per week (Wednesdays and Sundays).
- 7.9.9 A least five varieties must be served per menu cycle.
- 7.9.10 Emergency rations should be kept in stock to provide Centres with food for at least five days.
- 7.9.11 Strict hygiene measures as per Hygiene Manual to be followed by caterer.
- 7.9.12 Swabs test once a week, results to be submitted to Head Office.

COMPOSITION OF MENU (PROPOSED 3 WEEK CYCLE –MENU)**DISTRIBUTION (FREQUENCY/WEEK)****BREAKFAST CEREALS/PORRIDGE**

Corn flakes	3 x / 3 weeks
Mielie meal	7 x / 3 weeks
Oats	8 x / 3 weeks
Wheetbix	3 x / 3 weeks

GRAIN AND STARCH PRODUCTS (LUNCH AND SUPPER)

Rice
 Pasta
 Samp
 Potatoes/Mash
 Sweet potatoes
 Sweetcorn/cut corn /baked beans
 Maize meal (if acceptable)
 Salad
 Carrots/sweet carrots
 Cauliflower/Broccoli
 Mixed vegetables;
 Butternut
 Green peas/steamed
 Nutmeg
 Baby marrow/ratatouille/pumpkin/sweet pumpkin
 Gem
 Cabbage/ Beetroot/ Braised spinach
 Peas
 Stir fry

MEAT, FISH, POULTRY, LIVER, CHEESE AND EGGS**DISTRIBUTION (FREQUENCY/WEEK)****BREAKFAST MENU (PROTEIN DISHES FOR SUNDAYS ONLY)**

Cheese/grated cheese or
 Eggs (boiled) or
 Eggs (scrambled) or
 Eggs (fried) or
 Mince or
 Processed meat (e.g. polony, viennas) or
 Pilchards/fish cakes/fingers or

LUNCH

Stewing mutton or
Stewing beef or
Mince or
Roast chicken, steak or
Fish or
Poultry or
Pork chops (lean) or

SUPPER

Processed Meat or	Carrot stew
* Meat and Legumes or	Fish casserole/fish smoor
Mince or	Vienna/vienna tert
Fish or	Mince/vegetable & macaroni dish/melkkos;
Poultry or	Vegetable soup
Sausage or	Mince breyani
Liver or	Mexican beef
Stewing Beef or	Vienna smoor
Macaroni cheese	Chicken macaroni dish
Curry mince	Hake/pilchard bonanza
Tomato stew	Sweetcorn & pol bake liver
Vegetable & mac bake	Fish/fish cake/fish tart
Spaghetti bolognaise	Scrambled eggs/sausage roll;
Vienna chilli/corn carne	Pasta
Sausage/boerewors pasta	
* Cheese and egg dish may be used as substitute.	

NORMAL PORTION SIZES

BREAKFAST CEREALS/PORRIDGE

Corn flakes	150 g
Oatmeal, cooked	300 g
Mealie meal, cooked	300 g
Wheetbix	300 g

GRAIN AND STARCH PRODUCTS

Bread: Brown/ whole-wheat: 4 slices	140 g
Roll/bun (2 rolls)	100 g
Rice/ Mealie rice/pasta, cooked	100 g
Samp/ Pearl wheat, cooked	100 g
Sweet corn / cut corn canned/frozen	100 g
Carrots/sweet carrots	80 g
Cauliflower/broccoli	80 g
Mixed vegetables	90 g
Butternut	90 g
Mixed salad	90 g
Green beans/steamed	90 g
Nutmeg	90 g
Baby marrow/ratatouille/pumpkin/sweet pumpkin gem	90 g
Cabbage/beetroot/braised spinach	90 g
Peas	100 g
Baked beans/salad beans	100 g
Dried beans/peas/lentils, cooked	100 g
Potato/sweet potato, cooked	120 - 140 g
Mash	110 g
Stir fry	100 g
Cut corn	50 g
Maize meal (if applicable)	

PROTEIN MAIN DISH: NORMAL PORTION SIZES

BREAKFAST (SERVE ACCORDING TO MEAL PATTERN ONLY)

Cheese	30 g
Eggs (boiled)	60 - 80 g
Eggs (scrambled)	60 - 80 g
Eggs (fried)	60 - 80 g
Mince	80 g
Processed meat (e.g. polony, Vienna)	60 g
Pilchards/fish cakes/fingers, haddock	80 g

LUNCH

Stewing	250 g
Mince	250 g
Roast, steak or chops	250 g
Fish	250 g
Poultry	250 g

SUPPER

Processed meat or legumes or	200 g
Stewing beef	200 g
Savoury mince/cottage pie	200 g
Macaroni & cheese	200 g
Curry mince	200 g
Tomato stew	200 g
Vegetable & mac bake	200 g
Spaghetti bolognaise	260 g
Carrot stew	200 g
Fish casserole/fish smoor	250 - 300g
Viennas/vienna tart	200 g
Mince/vegetable & macaroni dish/melkkos	250 g
Vegetable soup (Variety)	250 ml
Mince breyani	200 g
Mexican beef	200 g
Vienna smoor	150 g
Chicken macaroni dish	200 g
Hake/pilchard bonanza	150 g
Sweetcorn & pol bake liver	150 g
Fish cakes/fish tart	100 g
Scrambled eggs/sausage roll	100 g
Vienna chilli/corn carne	150 g
Sausage/boerewors	200 g
Fish	200 g
Liver	150 g
Hawaiian mix	150 g
Pasta	200 g

* Cheese (50 g) and egg (x1) dish may be used as substitute

FRUIT

Fruit, average mass (fresh)	170 g (1 medium)
Fruit juice	150 ml
Stewed dried fruit (Serve once/month)	90 g

VEGETABLES

Vegetables, average mass (cooked)
Fresh salad, average mass

In summer, one portion-cooked vegetable may be replaced with a portion of fresh salad per day.

Any vegetable matter used in recipes is to be in addition to the 3-vegetable portions as stipulated in the daily meal patterns.

FOR BOTH CATEGORIES

**BREAKFAST SIDE DISHES, (SERVE ONLY
ACCORDING TO MEAL PATTERN FOR SUNDAYS
MENU)**

FOR BOTH AGE CATEGORIES

Tomato slices/wedges or	30 g
Lemon wedge or	30 g
Tartar sauce	15 ml/ 1 sachet
Tomato and onion sauce or	60 ml
Rasher bacon or (2 rashers)	20 g
Grated cheese or	30 g
Mayonnaise/Chutney/Tomato sauce or	15 ml/1 sachet
Lettuce or	10 g
Pineapple slices or	30 g
Cucumber/Parsley	As required

SANDWICH FILLINGS

FOR BOTH AGE CATEGORIES

FILLING I (Protein filling)

Egg or	1
Cheese or	30 g
Meat/Fish/Poultry Spread (Home-made) or	30 g
Polony or	30 g

FILLING II

Bovril/ Marmite/ Fish paste or	20 g
* Sandwich Spread*/cheese spread (if acceptable)	20 g
Jam/Syrup/Honey or	20 g
Peanut Butter or	20 g

Kitchen Commodities

**DAILY
ALLOWANCE/PERSON**

Salt	3 sachets
Pepper	1 sachet
* Tomato sauce/ Worcestershire sauce/Mayonnaise/ chutney/ Mustard	1 sachet
Oil/Margarine	15 g
Herbs and spices, vinegar, flour, baking powder, tomato paste/puree, jam (cooking purposes)	As required
Milk powder, (cooking purposes) skim allowed	10 g
Cheese, per week (cooking purposes)	50 g
Legumes	50 g

Must be provided to coincide with items on the “normal” menus, including sandwich fillings, and must be indicated on the approved menus.

PLEASE NOTE:

- Annexure D and E menu must be provided to coincide with items on the proposed menus including sandwich fillings;

7. ANNEXURE F: MEAL PATTERN

MEAL PATTERN

Menu :

Twenty-Eight (28) Day Cycle

1. BREAKFAST

	Quantity/Person
Porridge/Cereal	1 portion
Milk	140 ml
Sugar	15 g: 3 teaspoons
Brown bread	2 slices
Margarine/butter	2 x 7 g
Coffee/ Tea	1,5 - 2,5 g
Milk	50 ml
* Protein dish (once/week on Sunday)	1 portion
Side Dish (once/week on Sunday)	1 portion

2. MID-MORNING

Tea/Coffee	2,5 g
Milk	50 ml
Sugar	15 g
Brown bread	2 slices
Margarine/Butter	2x7g
Spread	10 g

3. LUNCH

	QUANTITY/PERSON
Protein Main dish	2 portions chicken (leg and thigh) Wednesdays & Sundays
Starch	2 portions
Gravy	60 ml
Vegetable / salad (I)	1 portion
Vegetable / salad (II)	1 portion
Dessert (Twice/week)	125 g Wednesday s & Sundays

4. MID-AFTERNOON

	QUANTITY/PERSON
Coffee/Tea	1,5 - 2,5 g
Milk	50 ml
Sugar	15 g
OR	
Cool drink Squash (Summer)	200 ml
Biscuits (twice/week on Saturday and Sunday)	30 g

Brown bread	2 slices
Spread	5 g
Margarine/butter	2x7g

5. SUPPER

QUANTITY/PERSON

Soup (Winter) OR	200 ml
*Protein dish	1 portion
*Starch	1 - 2 portions
*Vegetable/Salad	1 portion
Whole wheat or Brown bread	4 slices or 2 x vetkoeke
Margarine/butter	2 x 7 g
Fruit	1 portion
Coffee/Tea	1,5 - 2,5 g
Milk	50 ml
Sugar	15 ml
Fruit juice(summer)	1 portion

6. LATE EVENING

QUANTITY/PERSON

Tea	1, 5 - 2, 5 g
Milk	50 ml
Sugar	15 ml
Or	
Fruit juice in summer	200ml
Brown bread	4 slices
Spread(variety)	5 g
Margarine/butter	2 x 7 g

DAILY ALLOWANCE

Milk: Full cream	510 ml
Milk (Cooking purposes)	Additional

THERAPEUTIC / SPECIAL DIETS

Diabetic Diet

The diet must be served according to the specified meal pattern and should have the following characteristics:

- * Foods may not contain any added sugar and refined carbohydrates should be limited. Unrefined carbohydrates e.g. whole wheat bread must be taken instead of refined products, like white bread.
- * Low in cholesterol
- * Meat products may not have visible fat or skin
- * Food must be grilled, steamed, baked or boiled
- * High fibre content
- * Insulin-dependent diabetics must receive snacks in-between meals at 10:00, 15:00 and 21:00 as indicated
- * Care should be taken to plan diet properly as to ensure appetising and attractive meals
- * Non-nutritive sweeteners may be used in moderate amounts to increase the palatability of the diet
- * Vegetables served should not contain any added sugar, butter or margarine.

Foods to Avoid:

Sugar
Sweetened foods
Full cream milk
Cake, tarts and cookies
Jam and sweets, honey
Puddings with added sugar
Fruit yoghurt with sugar
Food with a high fat content, fried foods, fatty meat
Coffee creamers, mild blends
Refined foods like white bread
Sweetened fruit juice

General

Snacks must be marked with the time
The meal pattern must be the following:

DIABETIC DIET

MEAL PATTERN

1. BREAKFAST

Fruit
Porridge/Cereal
Milk/low fat
Protein dish

Side dish
Whole wheat bread
Margarine
Coffee/Tea
*Milk

PORTION SIZES

1 small or 100 ml unsweetened pure fruit juice
125 ml/30 g
125 ml
1 egg or 30 g cheese or
30 g cooked lean meat or 60 g fish or 50 g
cottage cheese
2 slices of tomato/wedge of lemon
2 slices (2 x 35 g)
10 g
1,5 - 2,5 g
500g

2. MID MORNING

Protein dish

Brown bread
Coffee/Tea
*Milk

20 g cheese or 30 g cooked lean meat or fish
or 12,5 ml peanut butter
2 slices (70 g)
1,5 - 2,5 g

3. LUNCH

Protein main dish
(cooked lean meat, poultry or
fish -NO BONE)
Starch, cooked
Gravy, thin fat free
Vegetable/Salad (I)
Vegetable/Salad (II)
Fruit/Dessert
Coffee/Tea
*Milk
OR
Diabetic cool drink
(Summer)

90 g
100 g
60 ml
125 ml
125 ml
1 small/ 125 ml diabetic dessert
1,5 - 2,5 g

200 ml

4. MID AFTERNOON

Whole wheat bread
Margarine
Coffee/Tea
*Milk

2 slices (70 g)
10g
1,5 - 2,5 g

5. SUPPER

Protein dish (see lunch)
Starch, cooked
Vegetable/Salad
Fruit
Whole wheat bread
Margarine
Coffee/Tea
*Milk

60 g
100 g
80 g
1 small
2 slices (2 x 35 g)
10 g
1,5 - 2,5 g

6. LATE-EVENING

Protein dish	20 g cheese/15 g Peanut butter
Whole wheat bread	4 slices (140 g)
Margarine	5 g
Coffee/Tea	1,5 - 2,5 g
*Milk	

*Total amount of milk per day 500 ml

- 500 ml low fat milk is allowed per day to be used for porridge/cereal and coffee/tea.
- 1 slice of bread (35 g) may be replaced by a small rusk, 2 cream crackers or 3 provitas for in-between-meal snacks.
- The distribution of food between meals, may have to be adapted for the odd individual.

VEGETARIAN DIET

The diet excludes food of animal origin (meat and meat products) in various degrees. The diet may exclude all food of animal origin or type of foods the vegetarian includes in his/her diet and planned and approved in consultation with the Department's Nutrition Services.

Milk, eggs, cheese, legumes, textured soya protein (e.g. soya flavoured mince, burgers and sausages) and nuts **must** be used as substitutes for meat as acceptable by person, to supply the protein equivalent of Menu A (13-18yrs) = 80 g Lunch and Supper: Protein dish cooked edible portions.

Diet 2

Certain medical conditions are prescribed by the professional nurse. Ensure supplement must be added. 250 ml daily.

Short term medical conditions that will require the replacement of a meal will be consulted with the caterer.

“Take away meal” for breakfast, tea, lunch and supper must always be equivalent in quantity and quality to the meal it replaces.

9. ANNEXURE H: START-UP COST, EQUIPMENT LIST AND LIST OF EQUIPMENT FROM BIDDER

KITCHEN EQUIPMENT	KRAAIFONTEIN ROAR	KENSINGTON
BAIN MARIE , 2 SLIDING DOORS, STAINLESS STEEL, 1835MM X 765MM X 860MM	2	1
BASIN , SINK DOUBLE BOWL S/STEEL, 1830MM		
DISHWASHING MACHINE , SYLVERN, MODEL HT-1, STAINLESS, STEEL, INDUSTRIAL		
FOOD PROCESSOR , PLANETARY MIXER, FLOOR STANDING, WITH HUB, 20L, TYRONE		
FREEZER , CHEST, LARGE		
FREEZER , CHEST, MODEL MINUS 40, 430L		
FRIDGE , 220L, DOUBLE DOOR, DEFY, MODEL D220		
FRIDGE , BAR, LG, 125L		
FRIDGE , BAR, LG, MODEL GR131SU		
FRIDGE , ELECTRIC, 2 DOOR, DEFY D260		
FRIDGE , GOLDAIR, MODEL GSR-320, UPRIGHT WITHOUT FREEZER, 320L	1	1
FRIDGE , KIC, MODEL KTF518WH, 170L		
FRIDGE/FREEZER , DEFY, MODEL DFS130		
OPENER,CAN , HEAVY DUTY BRONZER	1	
OVEN , COMBI, STEAMER, VULCAN, MODEL COS 20, 1 SEALER DOOR WITH GLASS FRONT, INNER TRAY HOLDING TROLLEY, 4 CASTORS		
OVEN,MICROWAVE , 20L, 800 WATT, DEFY DM0288		
OVEN,MICROWAVE , DEFY, MODEL DM0349, 20 LITRE		
OVEN,MICROWAVE , HISENSE, MODEL H28MOMME, 28L	1	1
OVEN,MICROWAVE , SAMSUNG, MODEL ME9114W1, 32 LITRE		
OVEN,MICROWAVE , SHARP, CAROUSEL, 22L		
PAN , TILTING, STAINLESS STEEL, 1310MM X 785MM X 915MM	1	
PAN , TILTING, STAINLESS STEEL, 4 LEGS, 1250MM X 880MM X 840MM		
PLATE,STOVE , MODEL SC611	1	
RACK,DRYING , STAINLESS STEEL, 6 DIVISONS WITH MESH WIRE BASKETS, 4 CASTORS, 840MM X 630MM X 1620MM	1	
STOVE DEFY FOUR PLATE		1

KITCHEN EQUIPMENT	KRAIFONT ROAR	KENSINGTON
TABLE , FOOD PREPARATION, STAINLESS STEEL, WITH SPLASHBACK, 2 BASINS, 2250MM X 650MM X 890MM		1
TABLE , FOOD PREPARING, STAINLESS STEEL, 1650MM X 650MM X 1070MM		4
TABLE , FOOD PREPERATION, STAINLESS STEEL FRAME AND TOP, 2250MM X 650MM X 1050MM		
TROLLEY , 3 TIER, MULTI-PURPOSE, TUBULAR STEEL, REMOVABLE PLASTIC SHELVES, PUSH HANDLES, 1100MM X 610MM X 1170MM		
TROLLEY , RAMKAT, MODEL ACD-012A, TEA, 3 TIER, 4 CASTORS WITH SIDE BINS, PLASTIC, 1030MM X 510MM X 1030MM	3	
URN , STAINLESS STEEL, MELLERWARE, MODEL 22500, 10L		
FRIDGE , BAR, 500MM X 530MM X 850MM		
FRIDGE , HISENSE, BAR, MODEL H120RWL, 120L	2	
OVEN , ANVIL, STEAMER, MODEL C0A1010, STEAM COOKING AND HOT AIR COOKING UP TO 250DEG		
OVEN,MICROWAVE , DEFY, MODEL DM0343, 34 LITRE		
SCALE , KITCHEN, DIGITAL, CROWNTRONIC KA10, 60KG CAPACITY		
SCALE KITCHEN SCALE		
STOVE , GAS, METAL FRAME, 4 BURNER		1
TABLE , STAINLESS STEEL, 1675MM X 765MM X 830MM		
URN , S/STEEL, 16LT		
WASHING MACHINE MACHINE WASHING INDUSTRIAL		
WRAPPING MACHINE , FOOD FILM WRAPPER DISPENSER, 500 SEAL LENGTH, ANVIL AXIS		
DISHWASHING MACHINE , FAGOR, MODEL F130, STAINLESS STEEL, INDUSTRIAL	1	
DISHWASHING MACHINE , NIMPEX, E78, MODEL E78HPSA	1	
FREEZER , CHEST, KELVINATOR , 1 TOP DOOR, 1370MM X 590MM X 850MM	1	
FREEZER , CHEST, DEFY, MODEL DMF454	1	2
FREEZER , DEFY, MODEL DMF293, 420 LITRE	1	
FRIDGE , BAR, KIC, MODEL SD60, 80L	2	1
FRIDGE , BAR, LG, 1 DOOR, GR1315F	1	
FRIDGE , DEFY, MODEL D190	1	
FRIDGE , LG, EXPRESS COOL, DOUBLE DOOR, 280L, MODEL GR289VV	2	
FRIDGE , SINGLE DOOR REFRIGERATOR, KELVINATOR, APPROXIMATELY 220 LITRE CAPACITY	1	
FRIDGE/FREEZER , DOUBLE DOOR, LG, EXPRESS COOL, 240L, MODEL GR 249VV	1	

KITCHEN EQUIPMENT	KRAIFONTEIN ROAR	KENSINGTON
FRYER , DEEP, ELECTRIC, STAINLESS STEEL, 710MM X 510MM X 890MM	1	
OVEN , STEAMER, COMBI, INOXITREND, MODEL CDA107E	1	
OVEN,MICROWAVE , DEFY, MODEL DM0351, 28 LITRE	1	
OVEN,MICROWAVE , LG, MODEL MS2524W, 800 WATT	1	
OVEN,MICROWAVE SAMSUNG	1	
PAN , TILTING, ALOE, MODEL CF3-WOO4	1	
PEELER , ELECTRIC, HOBART	1	
RACK,DRYING , STAINLESS STEEL, 4 DIVISIONS, 1200MM X 600MM X 1580MM	1	
SLICER MACHINE;FRUIT AND VEGETABLE;80MM DIA X 265MM H	1	
STOVE , DEFY, KITCHENAIRE 621, MODEL DSS333, 4 PLATE	2	
STOVE , SUNBEAM, ELECTRIC, MODEL SCO300, MINI, OVEN, 2 PLATE	1	
TABLE , METAL FRAME, STAINLESS STEEL TOP, FOOD PREPERATION, 1070MM X 610MM X 740MM	1	1
TABLE , METAL FRAME, WOODEN TOP, 1200MM X 750MM X 750MM	1	
URN ELECTRIC 15L	3	
CONTAINER , BEVERAGE SERVER, INSULATED, SPRING ACTION TAP, STACKABLE, POLYETHELENE,		
FRIDGE/FREEZER , HISENSE, MODEL H220TW, 220L, DOUBLE DOOR		
OVEN,MICROWAVE , HISENSE, MODEL MM720 CPU-PM, 20L		
PAN , FRYING, TILTING, STAINLESS STEEL, 80L		
POT,COOKING , ALUMINIUM, LARGE		
RACK,DRYING , STAINLESS STEEL, MOBILE, 400 PIECE CROCKERY, 830MM X 600MM X 1700MM		
STOVE , GAS, ALOE, 3 PLATE, WITH OVEN		
TABLE , STAINLESS STEEL, 3200MM X 910MM X 765MM		
TABLE , STAINLESS STEEL, FOOD PREPARATION, 2000MM X 630MM X 1050MM		
TABLE , STAINLESS STEEL, SINGLE BASIN, SPLASHBACK, 1640MM X 650MM X 860MM		
TWO WAY RADIO , ZARTEK, MODEL ZA-758		
URN , 12L		
BLENDER,FOOD , MIXER, KENWOOD, MODEL MAJOR KM005, 6.7L, 1500 WATT		
DISPENSER,WATER , HOT, COLD, WITH SMALL FRIDGE AND FILTER, HYDRO HEALTH, V53BS		
FREEZER , DEFY, MODEL F640		
FRIDGE , BAR, DEFY, MODEL B120L, 120 LITRE		

KITCHEN EQUIPMENT	KRAAIFONTEIN ROAR	KENSINGTON
FRIDGE , BAR, DEFY, MODEL B125		
FRIDGE , BAR, DEFY, MODEL DFS131, 131L		
FRIDGE , BAR, HISENSE, MODEL RS06DR4SA, 60 LITRE		
FRIDGE , KELVINATOR, MODEL R429, 275L		
FRIDGE , LG, BAR, MODEL GR131SF		
FRIDGE BAR;140L;KELVINATOR		
FRIDGE/FREEZER , HISENSE, MODEL H220TWH		
FRIDGE/FREEZER , KIC, MODEL KTF 518/1		
OVEN , KILN, POTTERY, STAINLESS STEEL, MODEL JM6, 230V		
OVEN , MICROWAVE, LG, MS-304W		
OVEN,MICROWAVE , DEFY, DMO350, 28L		
OVEN,MICROWAVE , LG, MG-583MC		
OVEN,MICROWAVE , LG, MS 3045 N, 30L		
STOVE , 2 SOLID PLATES WITH OVEN		
STOVE , COASTAL, ELECTRIC, HEAVY DUTY, 21 KW, 3 PHASE, WITH OVEN, MODEL SC6111		
STOVE , DEFY, MODEL DSS509, 4 SOLID PLATES		
STOVE , NUTEC, MODEL NCO-022, 2 SOLID PLATES, OVEN		
STOVE , SALTON, MODEL SKN78		
STOVE , SUNBEAM, MODEL SCO-250		
TABLE FOOD PREPARATION;S/S;1-SHELVE;W 1650MM X DP 650MM X H 1060MM;SPLASHBACK		
TABLE FOOD PREPARATION;S/S;1-SHELVE;W 1800MM X DP 830MM		
TABLE FOOD PREPARATION;STL;LG 2250MM X W 750MM X H 900MM		
BASIN , SINK, ST/STEEL, SINGLE, 1200MM		2
DIAGNOSTIC KIT SET		1
FOOD PROCESSOR , KENWOOD, MODEL KVC3100S, MIXER, STAINLESS STEEL		1
FREEZER , CHEST, DEFY, MODEL 530		1
FRIDGE , BAR, SAMSUNG, MODEL SRG120, 120L		1
FRIDGE , HISENSE, MODEL BCD168A, 220 LITRE		1
FRIDGE , PERFECT, MODEL TSD290LW		1
FRIDGE , YUCON, MODEL YCM17, 4 DOOR, STAINLESS STEEL		1

KITCHEN EQUIPMENT	KRAIFONTEIN ROAR	KENSINGTON
FRYER , DEEP FAT ANVIL 2 DIVISION STEEL		1
GRILL , FLAT TOP, ANVIL, MODEL FTA0400		1
OVEN , STEAMER, COMBINATION CONVECTION, 10 FULL GASTRONORM TRAYS, UNOX		1
OVEN,MICROWAVE , DEFY, MODEL DM0338		1
OVEN,MICROWAVE , DEFY, MODEL DMO367		1
OVEN,MICROWAVE , LG, 38L, MODEL MH66475RWB		1
RACK,DRYING , METAL, 8 DIVISIONS, 850MM X 620MM X 1610MM		1
TABLE , FOOD PREPARING, STAINLESS STEEL, 1650MM X 700MM X 950MM		1
TABLE , FOOD PREPARING, STAINLESS STEEL, 2250MM X 740MM X 930MM		1
BAIN MARIE , VULCAN, 6 SERVING BOWL HOLDERS		
CUTTER,FOOD , VEGETABLE, ANVIL, 5 BLADE		
FRIDGE , BAR LG, 130L		
FRIDGE , BAR, HI-SENSE, MODEL H130RW, 120L		
FRIDGE , KIC, MODEL KBF 630/1ME		
FRIDGE , SINGLE DOOR, KELVINATOR, MODEL KI240		
FRIDGE , WHIRLPOOL, 367L, MODEL SSW40		
FRIDGE/FREEZER , DEFY, MODEL D260, 261L		
FRIDGE/FREEZER , FRIDGE MASTER, MODEL TS 270		
HOT TRAY , SALTON, STS-70		
OVEN , STAINLESS STEEL , INDUSTRIAL		
OVEN,MICROWAVE , KELVINATOR		
OVEN,MICROWAVE , LG, MODEL MS1924WS		
OVEN,MICROWAVE , LG, MODEL MS3040S, 30L, 850 WATT		
OVEN,MICROWAVE , RUSSELL HOBBS, MODEL RHEM21L		
RACK , COOLING, VULCAN, STAINLESS STEEL, 850MM X 630MM X 780MM		
STOVE , ANVIL, GAS, ELECTRIC OVEN, MODEL C0A4006A		
STOVE , DEFY, MODEL DSS427, 4 SOLID PLATES, MULTIFUNCTIONAL, THERMOFAN		
STOVE , KIC, MODEL KFS 901 IX		

START UP COST :**BIDDER TO COMPLETE:** EXTRA EQUIPMENT TO BE SUPPLIED BY THE BIDDER**START UP COST KENSINGTON TREATMENT CENTRE: EQUIPMENT TO BE SUPPLIED BY BIDDER**

EQUIPMENT	AMOUNT	PRICE

START UP COST KRAAIFONTEIN ROAR: EQUIPMENT TO BE SUPPLIED BY BIDDER

EQUIPMENT	AMOUNT	PRICE

10. SCHEDULE A: KENSINGTON TREATMENT CENTRE

PERIOD : 1 MAY 2023 TO 31 DECEMBER 2026

COST PER MEAL AND REFRESHMENTS

COST PER MEAL (EXCLUDING OVERHEADS) AS PER SPECIFICATION / APPENDICES

NAME OF INSTITUTION: KENSINGTON TREATMENT CENTRE

NAME OF TENDERER:

TOTAL MEAL COSTS								PARTICIPATION ESTIMATES		
	1	2	3	4	5	6	7	8	9	*10
MENU	BREAKFAST	AM TEA	LUNCH	PM TEA	DINNER	LATE EVENING SNACK	TOTAL COST PER PERSON PER DAY (ADD 1 TO 6)	MAXIMUM NUMBER OF PERSONS	OPERATING DAYS PER MONTH	ESTIMATED MONTHLY FOOD (7 X 8 X 9)
Age (18- OLDER)								30	30.4 days	

*All amounts must include VAT

*Totals to be carried over to the WCBD 3.2

11. SCHEDULE B: KENSINGTON TREATMENT CENTRE

CALCULATION OF FIXED OVERHEAD STRUCTURES

INSTITUTION : **KENSINGTON TREATMENT CENTRE** BID No.: **SD05 / 2022 - 2023**

PERIOD : 01 MAY 2023 TO 31 DECEMBER 2026

NAME OF BIDDER :

SALARIES AND WAGES : BIDDERS OWN PERSONNEL

CAPACITY (e.g. Chef, general worker)	QUANTITY	SALARIES / WAGES	LEVIES	ALLOWANCES	TOTAL PER MONTH
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
SUB TOTAL		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>

OTHER OVERHEAD COSTS: Please Specify

DESCRIPTION	MONTHLY CHARGE
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
TOTAL COST	<u>R</u>

SUMMARY:	
SALARIES AND WAGES : BIDDERS OWN PERSONNEL	
OTHER OVERHEAD COSTS	
TOTAL TO TRANSFER TO WCBD3.2	*

*All amounts must include VAT

*Totals to be carried over to the WCBD 3.2

12. SCHEDULE A: KRAAIFONTEIN ROAR

PERIOD : 01 MAY 2023 TO 31 DECEMBER 2026

COST PER MEAL AND REFRESHMENTS

COST PER MEAL (EXCLUDING OVERHEADS) AS PER SPECIFICATION / APPENDICES

NAME OF INSTITUTION: KRAAIFONTEIN ROAR

NAME OF TENDERER:

TOTAL MEAL COSTS								PARTICIPATION ESTIMATES		
	1	2	3	4	5	6	7	8	9	*10
MENU	BREAKFAST	AM TEA	LUNCH	PM TEA	DINNER	LATE EVENING SNACK	TOTAL COST PER PERSON PER DAY (ADD 1 TO 6)	MAXIMUM NUMBER OF PERSONS	OPERATING DAYS PER MONTH	ESTIMATED MONTHLY FOOD (7 X 8 X 9)
Age (9-21)								100	30.4 days	

*All amounts must include VAT

*Totals to be carried over to the WCBD 3.2

13. SCHEDULE B: KRAAIFONTEIN ROARCALCULATION OF FIXED OVERHEAD STRUCTURESINSTITUTION : **KRAAIFONTEIN ROAR** BID No.: **SD 05 / 2022 - 2023**PERIOD : 1 MAY 2023 TO 31 DECEMBER 2026NAME OF BIDDER :SALARIES AND WAGES : BIDDERS OWN PERSONNEL

CAPACITY (e.g. Chef, general worker)	QUANTITY	SALARIES / WAGES	LEVIES	ALLOWANCES	TOTAL PER MONTH
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>
SUB TOTAL		<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>

OTHER OVERHEAD COSTS: Please Specify

DESCRIPTION	MONTHLY CHARGE
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
	<u>R</u>
TOTAL COST	<u>R</u>

SUMMARY:	
SALARIES AND WAGES : BIDDERS OWN PERSONNEL	
OTHER OVERHEAD COSTS	
TOTAL TO TRANSFER TO WCBD3.2	*

*All amounts must include VAT

*Totals to be carried over to the WCBD 3.2

14. WCBD 3.2: PRICING SCHEDULE: ITEM 1: FACILITIES

NAME OF BIDDER:		BID NO.:	SD 05 / 2022 - 2023	
CLOSING TIME:	11:00	CLOSING DATE:	2 MARCH 2023	
VALIDITY PERIOD:	90 Days			
APPOINTMENT OF SERVICE PROVIDERS FOR THE RENDERING OF CATERING SERVICES AT THE CHILD AND YOUTH CARE CENTRES FOR THE PERIOD FROM 1 MAY 2023 UNTIL 31 DECEMBER 2026				
	DESCRIPTION	PRICE PER MONTH INCL. VAT	PERIOD	PRICE FOR THE PERIOD INCL. VAT
1.1	CATERING SERVICES AT KENSINGTON TREATMENT CENTRE THAT INCLUDES: <u>VARIABLE COST:</u> *TRANSFER TOTAL FROM SCHEDULE A <u>FIXED OVERHEAD COST:</u> *TRANSFER TOTAL FROM SCHEDULE B	RP.M. RP.M.	44 MONTHS 44 MONTHS	R R
	TOTAL	RP.M.		R
1.2	CATERING SERVICES AT KRAAIFONTIEN ROAR THAT INCLUDES: <u>VARIABLE COST:</u> *TRANSFER TOTAL FROM SCHEDULE A <u>FIXED OVERHEAD COST:</u> *TRANSFER TOTAL FROM SCHEDULE B	RP.M. RP.M.	44 MONTHS 44 MONTHS	R R
	TOTAL	RP.M.		R
GRAND TOTAL PRICE (Add final totals of 1.1 – 1.2)				R

PRICE ADJUSTMENTS

CATEGORY 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%.
- 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. **COMPULSORY SECTION TO COMPLETE:**
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.)	INDEX	INDEX DATE	PRICE/ NUMBER/ FACTOR	% OF BID PRICE
LABOUR	National Minimum Wage Act (9/2018): Wholesale and Retail Sector, Government Gazette No. 45882 of 7 February 2022	7 February 2022	Complete Schedule B%
CONSUMABLES	CPI: Table E – Food and non-alcoholic beverages	December 2022	112.7%
OVERHEADS	CPI: Table E – Miscellaneous goods and services: Other goods and services	December 2022	101.2%
15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations				

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
CONTACT PERSON	CONTACT PERSON
TELEPHONE NUMBER	TELEPHONE NUMBER
FACSIMILE NUMBER	FACSIMILE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS PIN:		AND	CSD 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		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)							

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<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
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB D7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 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:

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 interest¹ 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

¹ 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.

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:

.....

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 consortium² 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

² 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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price” means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“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;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 P_{\min} = Price of lowest acceptable tender

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

5.1 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

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit

issued by Companies Intellectual Property Commission.

- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 8.1 B-BBEE Status Level of Contribution..... = (*maximum of 20 points*)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES / NO** (*delete which is not applicable*)

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (*delete which is not applicable*)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company/ entity:
- 10.2 VAT registration number:
- 10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is /are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.**
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:**
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;**
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
 - (iv) engages in a fronting practice.**
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.**
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.**
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the**

investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

- (f) *The purchaser may, in addition to any other remedy it may have –*
- (i) *disqualify the person from the bidding process;*
 - (ii) *recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;*
 - (iii) *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; and*
 - (iv) *forward the matter for criminal prosecution.*
- (g) *The information furnished is true and correct.*
- (h) *The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.*

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.