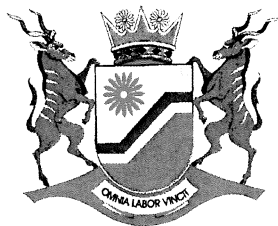


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/199/23/MP

**PROVISION OF CATERING SERVICES AT
EVANDER REGIONAL TRAINING CENTRE (RTC)
AT EVANDER REGIONAL TRAINING CENTRE
FOR MPUMALANGA DEPARTMENT OF HEALTH
FOR A PERIOD OF TWO (02) YEARS**

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	HEAL/199/23/MP	CLOSING DATE:	03 AUGUST 2023	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF CATERING SERVICES AT EVANDER REGIONAL TRAINING CENTRE (RTC) AT EVANDER REGIONAL TRAINING CENTRE FOR MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. T Mekoa		CONTACT PERSON	Ms. N.R Khoza	
TELEPHONE NUMBER	017 632 1551		TELEPHONE NUMBER	013 766 3290	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ThembiMe@mpuhealth.gov.za		E-MAIL ADDRESS	Nomsak@mpuhealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

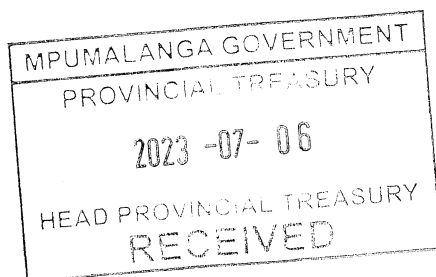
DATE:

TENDER SPECIFICATION

MPUMALANGA DEPARTMENT OF HEALTH



SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICES AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS



SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

BACKGROUND

The Regional Training Centre is a sub-programme within HRD and HIV/AIDS Directorate and is located at Gert Sibande District in Evander. The core function of the Regional Training Centre is to strengthen implementation of PHC training with the main focus on Priority Programs like HIV and AIDS, STI/TB etc. through Skills Development and training to ensure effective service delivery.

RTC is advocating for Intergration of PHC programs through training. The courses provided are mainly short courses starting from 1-15 days to 1 year Qualifications. Participants attending these courses sleep over as there is accommodatin available. Therefore they require catering services during their stay.

The main kitchen is fully equipped i.e cold-room freezer, storeroom, stove, oven etc is available however cutlery and crockery is not available. There is no staff permanently allocated to the kitchen.

- A flat rate of R10 000.00 will be payable monthly for usage of the departmental catering equipment, water & electricity by the caterer.
- Water supply problems are existent at the Regional Training Centre therefore it will be the responsibility of the caterer to make alternative arrangements and always provide all meals. The caterer will be expected to supply gas for cooking purposes during power supply interruptions.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

SECTION A- GENERAL SPECIFICATIONS / INFORMATION

1. Purpose

The Mpumalanga Department of Health intends to appoint a service provider (s) to render catering services for the Regional Training Centre (RTC) for a period of two (02) years.

2. Scope of Work

The managing and rendering of a fixed price catering service at the Regional Training Centre and provision and distribution of meals. The student numbers are fluctuating at any given time from 50 to 600 per month; on average. Meal estimates will be communicated to the caterer on a monthly basis. The caterer will be responsible to implement control measures to monitor and verify the number of meals served daily. Meal preparation takes place at the Regional Training Centre and served to students attending trainings and meetings to be catered. This will be the responsibility of the caterer. In addition to the meals served at the Regional Training Centre (RTC), lunch packs may be required from time to time for student who will be traveling for the purpose of practical learning. Prospective bidder (s) must bid on **ALL ITEMS** on the item list, as the tender could be awarded as a whole to one bidder or more than one bidder.

3. Term of Contract

This contract has the tenure of two (02) year subject to acceptable performance levels. Bidders may seek clarity on additional information on certain areas.

4. Pricing

Tender prices are to include delivery cost to the relevant offices and / or any other nominated destination. The prices of items must include all delivery costs such as packing, off-loading, material handling and assembling. All prices must be inclusive of VAT and fixed for the period of the bid.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

5. Estimates / Quantities

No quantities shall be reflected in the bid and no guarantee shall be given or implied as to the actual quantity, which shall be ordered. This shall be determined solely by the requirement of the requisitioning offices.

6. EVALUATION METHODOLOGY

GENERAL

The evaluation shall be conducted by the Bid Evaluation Committee as follows:

- I. Administrative requirements – Phase 1
- II. Functionality – Phase 2 and
- III. Evaluation in terms 80/20 preferential point system – Phase 3

6.1 EVALUATION PHASES

6.1.1 PHASE 1 – ADMINISTRATIVE REQUIREMENTS

NO	COMPULSORY RETURNABLE DOCUMENTS	ATTACHED YES / NO
1	SBD 1 - Invitation to bid.	
2	SBD 4 – Bidders Disclosure.	
	The bidder must be in position to demonstrate experience by attaching proof of service rendered not older than ten (10) years before this tender. Such experience should be accompanied by a confirmation letter from the relevant institution thereof. Bidder	
3	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2022. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.	
4	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid by closing date of the bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification. The date on the certified copy must not be	

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

	older than one (1) month as at the closing date of the bid.	
5	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee.	
6	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
7	Familiarize yourself and Initial every page of the General Condition of Contract.	
8	Bidder must quote all items	

BIDDERS MUST SCAN A FULLY COMPLETED BID DOCUMENT AND SAVE IT ON THE DISC OR MEMORY STICK. THIS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BID.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

SUPPORTING DOCUMENTS

NO	SUPPORTING RETURNABLE DOCUMENTS	ATTACHED YES/ NO
1.	Detailed Central Supplier Database (CSD) report (not older than 7days from the date of submitting the bid document)	
2.	The medical certificate from the registered medical officer (for person living with a disability), where disability points are claimed	
3.	The bidder must be in position to demonstrate experience by attaching proof of service rendered not older than ten (10) years before this tender. Such experience should be accompanied by a confirmation letter from the relevant institution thereof. Bidder (s) who fails to attach the confirmation, his/her experience in the form of appointment letter (s), purchase order (s) or contract (s) will not be considered when allocating points for functionality.	
4.	Management and implementation (Business Plan) detailing full particulars with regards to infrastructure, distribution and administration of operations offered for the efficient management of the contract.	
5.	Detailed company profile with traceable experience (Proof of similar work done by the organization should be attached Letter of award or purchase order)	
6.	Proof of availability of appropriate warehousing facilities within the service delivery area. Certified copies of certificate of acceptability of the premises from the Municipality should be attached. If the premises does not belong to the bidder or one of its directors, a lease agreement should be attached. The date on the certified copies must not be older than one (01) month by closing date of the bid.	
7.	Proof of availability of appropriate vehicles. Certified copies of vehicle registration certificates should be attached. If the vehicles do not belong to the company or one of its directors, a letter of	

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

	intent to enter into a vehicle-leasing contract should be attached. Certified copies of vehicle registration certificates of the vehicles to be leased must be attached. The date on the certified copies must not be older than one (01) month by closing date of the bid.	
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NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS MAY NOT BE AWARDED POINTS IN THE EVALUATION PROCESS

6.2 Evaluation Phases 2

6.2.1 Phase 2 - Functionality

The BEC members shall individually evaluate the responses received and presentations made against the following criteria:

CRITERIA FOR FUNCTIONALITY	POINTS
APPROPRIATENESS OF BUSINESS PLAN	
Management and implementation plan Contribution towards job creation in the community being serviced by appointing people from district local municipalities. <ul style="list-style-type: none"> • Gert Sibande District Local Municipality = 30 points • Nkangala District Local Municipality = 15 points • Ehlanzeni District Local Municipality = 5 points • Other Provinces Local Municipality = 0 points 	30
CAPACITY TO DELIVER ON RELEVANT PROJECT	
Proof of availability of appropriate vehicles. Certified copies of vehicle registration certificates should be attached. In the absence of a own means of transportation, the bidder must have an original letter of intent from the owner showing availability of transport in an event that he/she is awarded the bid. Certified copies of vehicle registration certificates of the vehicles to be leased must be attached. Points will be allocated as follows:	10

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

Vehicle type	Vehicle Owned	Tick	Vehicle leased	Tick	
1 ton bakkie	10 points		05 points		
<p>In the absence of a warehouse facility, the bidder must have an original letter of intent from the owner of a warehouse showing availability of warehouse facilities in an event that he/she is awarded the bid.</p> <p>Points will be allocated as follows: Lease agreement or ownership of office and warehouse</p> <ul style="list-style-type: none"> • Own office and own warehouse = 10 points • Own office and leased warehouse = 8 points • Leased office and own warehouse = 8 points • Leased office and leased warehouse = 5 points 					10
<p>Human resources capacity Experience of key personnel in catering services (attach abridged CV's, proof of residence and certified copies of relevant certificates)</p> <ul style="list-style-type: none"> • 0 – 1 year = 5 points • 1 - 3 years = 10 points • Above 3 years – 20 points 					20
<ul style="list-style-type: none"> • Evidence of experience in the form of an appointment letter, contract or a purchase order. These document (s) should be accompanied by a confirmation letter from the relevant institutions. • 0 – 1 years = 5 points • 1 – 3 years = 15 points • 3 years and above = 30 points 					30
TOTAL					100

All bidders who scored the **minimum threshold of 70 points or above** shall advance to Phase 3 of the bidding process. Bids/proposals that do not score the specified minimum points for functionality shall be disqualified and not be considered further.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

6.3 PHASE 3 – EVALUATION IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEMS

Only the qualifying bidders shall be evaluated further in terms of the 80/20 preference points system where **80 points will be used for price only and 20 points** specific goals. The lowest acceptable bid/proposal shall obtain the maximum percentage allocated for price. The other bid/proposals with higher prices shall proportionately obtain lower percentages.

The final points to choose the preferred bidder shall be calculated as follows:

$$Ps = 80 \left[1 - \frac{Pt - P_{min}}{P_{min}} \right]$$

Where:

Ps= Points scored for comparative price of tender or offer under consideration

Pt. = Comparative price of tender or offer under consideration and

P min= Comparative price of lowest acceptable tender or offer

NOTE: The preference claim forms are part of the standard bidding document

Point allocation for price and equity ownership:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

A maximum of (10) points shall be awarded to a bidder/s in respect of the RDP goals:

In terms of Regulation 4(2) of the Preferential Procurement Regulations of 2022, preference points must be awarded for specific goals stated in the tender. The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to regulation 4(4), the

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation 4(3) points must be awarded to a tenderer for attaining their RDP goals achieved in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)	05	
Black woman	05	
Black youth	05	
Black persons living with disability	05	

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

SECTION C: SPECIAL CONDITIONS

7 Special conditions

- a. Official orders will be placed during the course of the contract period, as and when required.
- b. Value Added Tax (VAT) is to be **INCLUDED** in the quotation price if the bidder is a VAT vendor.
- c. Prices must be fixed. Note that **NO** requests for **price escalations** will be considered.
- d. Payment will be effected only after receipt of a detailed invoice and a signed attendance register to the nominated destination has been received.
- e. Prospective bidders must quote on **ALL ITEMS** on the Pricing schedule.
- f. The bidder/s shall indemnify the department herewith from any claim from a third party and all cost or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder(s) or any other person that may result from or be related to the execution of this contract.
- g. The Mpumalanga Department of Health reserves the right to appoint or not to appoint service provider(s).
- h. The Mpumalanga Department of Health reserves the right to suspend / terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- i. The Mpumalanga Department of Health reserves the right to request further information from the bidder/s anytime;
- j. The Mpumalanga Department of Health reserves the right to verify information and documentation of the bidder/s;
- k. The Mpumalanga Department of Health reserves the right to inspect the operation or any part thereof during the evaluation phase of the bid.
- l. The Mpumalanga Department of Health reserves the right to inspect the operation or any part thereof during the evaluation phase of the Bid;
- m. The Mpumalanga Department of Health reserves the right to invite short listed bidders to make presentations.
- n. The Mpumalanga Department of Health reserves the right to appoint more than one service provider.
- o. A **Compulsory Briefing and Site Inspection** will be held, and Bidders are expected to attend.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

DECLARATION OF ACCEPTANCE	ACCEPT ALL	DO NOT ACCEPT ALL
<p>If the bidder declares to accept all the Special Conditions mentioned above, please indicate with a tick in the accept all.</p> <p>If the bidder declares not to accept all the Special Conditions, please tick in the do not accept all and provide a reason and proposal for each of the condition not being accepted.</p>		
<p>Comments by bidder:</p>		

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

BIDDER SIGNATURE

DATE

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

2. OBLIGATIONS OF THE CATERER

2.1 CATERING AND RELATED SERVICES

The Caterer is required to supply the following daily, at the times specified in Addendum 1:

Breakfast
Mid-morning Tea/Coffee
Lunch
Supper

2.2 MENUS

- 2.2.1 The Bidder is required to submit a proposed eight (8) day cycle menu, together with this bid; in accordance with the meal plan reflected in Addendum 2 and the ration scale summarised in Addendum 3.
- 2.2.2 An example of such an eight day cycle menu is attached as Addendum 4.
- 2.2.3 When menus are compiled, variety and combinations of colour, flavour, texture and cooking methods must be considered.
- 2.2.4 On acceptance of the bid and approval of the menu, the eight day cycle menu should be adapted seasonally (at least twice per year) after consultation with an approval by the catering committee and provincial dietitian.
- 2.2.5 The successful caterer may not deviate from the approved menu without prior consent of the catering committee and provincial dietitian.
- 2.2.6 The Department may negotiate minor menu adjustments without cost implications directly with the Caterer after evaluation of the tender documents.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

2.2.7 Special dietary requirements will be provided to individuals only if prescribed by a doctor or dietician and approved by Regional Training Centre Manager. Dietary requirements for religious purposes will be handled on individual basis between the Regional Training Centre, the caterer and the student

2.2.8 Menus reflecting the meal of the day should be displayed in the dining hall.

2.2.9 In addition to the meals specified in the menu, lunch packs are to be provided in line with Addendum 4. The cost for the lunch packs should be in line to the meal cost for lunch.

2.3 STANDARDISED RECIPES

2.3.1 On commencement of the contract, standardized recipes adapted to 100 portions should be enclosed for the menu items.

2.3.2 Recipes must be in similar format and supply the following information:

- * Purchasing mass of ingredients (where applicable)
- * Prepared mass of ingredients
- * Ingredients
- * Method
- * Cooked or serving mass (edible mass)

2.3.3 Further details of the quality of food products are listed in Addendum 6.

2.4 MEALS FOR CATERING STAFF

If catering staff, according to their conditions of services, are entitled to meals, such costs will be for the account of the Caterer.

3. DUTIES AND OBLIGATIONS OF THE CATERER AND THE DEPARTMENT

3.1 PROJECTS OFFICERS AND CATERING COMMITTEE

3.1.1 The Caterer undertakes to appoint a catering manager, who shall work in close co-operation with the Regional Training Centre Manager of the Institution, to form a communication between the two parties, in order to facilitate the flow of information and to solve problems.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

- 3.1.2 In addition, the caterer should facilitate regular (at least once per month) catering committee meetings with the stakeholders. The committee should consist of representatives from the college, including the Regional Training Centre Manager and lecturers; as well as students.

3.2 ACCOUNTING

- 3.2.1 The Caterer undertakes to provide the services as specified under the scope of this contract
- 3.2.2 The Caterer shall be obliged to keep accounting records in respect of the catering service.
- 3.2.3 The number of meals and teas shall be recorded daily and certified by the appointed representatives of both parties.
- 3.2.4 The claims for monthly payments shall be submitted on official invoices of the caterer's company and certified by both parties.
- 3.2.5 The student numbers are fluctuating at any given time from 50 to 750 per month; on average. Meal estimates will be communicated to the caterer on a monthly basis. The caterer will be responsible to implement control measures to monitor and verify the number of meals served on a daily basis.
- 3.2.6 The accounting period shall run from the 1st until the end of each month.
- 3.2.7 It is agreed that the payment of accounts must be affected **within 30 days** after receipt of a correctly completed and certified account and invoice. The Institution and Department do not accept responsibility for delays in payments owing to the submission of faulty accounts.
- 3.2.8 It is agreed that the Department shall be entitled to inspect all records, accounts and invoices of purchases or any other documentation relating to the service in terms of the contract.

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

3.3 STAFF INVOLVED IN THE MANAGING AND RENDERING OF THE CATERING SERVICE

3.3.1 CATERERS OWN PERSONNEL

3.3.1.1 The Caterers shall provide the necessary managing and all other necessary staff.

3.3.1.2 The caterer shall submit along with the tender documents an exposition of the functional organization structure for managing this contract.

3.3.2 MANAGEMENT SERVICES

For the proper execution of the contract the Caterer undertakes to:

3.3.2.1 Fulfill all activities related to the management of this catering contract. This includes meal and menu planning, procurement of provisions, food preparation and service, adherence to hygiene and food safety principles and other activities relating to catering contract management.

3.3.2.2 Provide proper supervision over catering staff at all times

3.3.2.3 Provide the necessary catering staff and to supervise, train and control them

3.3.2.4 Exercise control over the premises and equipment concerned

3.3.2.5 Provide accounting services

3.3.2.6 For the promotion of efficient liaison between the parties, it is imperative that the Caterer, after awarding on the contract, has an established office situated in the kitchen complex.

3.4 PURCHASE AND SUPPLY OF FOODSTUFFS

The Caterer undertakes to:

3.4.1 Purchase for his own account, all foodstuffs, ingredients and other materials necessary for the fulfillment of the catering and management functions, and to arrange for the supply and delivery.

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- 3.4.2 All foodstuffs, ingredients and materials should be in adherence to relevant legislation and regulations, as detailed in paragraph 6.3 and including municipal bylaws.
- 3.4.2 Ensure that all foodstuffs supplied are of quality set out in specification and Addendum 6 and, where required, undertakes to submit the food to both quality and quantity control inspection by the RTC and catering committee and the departmental dietician, as well as the sampling of food for analysis by environmental health officers of the Department of Health or local authority.
- 3.4.3 Ensure that all supplies are properly stored, in line with relevant legislation. The Caterer undertakes to use the store and cold room only for the purpose of fulfilling this contract and not as a warehouse for other contracts.

3.5 FOOD PREPARATION AND DISTRIBUTION

3.5.1 PREPARATION OF FOOD

The Caterer undertakes to:

- 3.5.1 Ensure that standard cooking and preparation methods are correctly carried out.
- 3.5.2 Ensure adequate supervision during all stages of food preparation.
- 3.5.3 Relevant food hygiene and safety legislation is adhered to at all times. Refer to paragraph 6.3.

3.5.2 DISTRIBUTION OF FOOD

The Caterer undertakes to:

- 3.6.1 Ensure that the food is distributed to the Regional Training Centre dining hall at agreed meal times (Addendum 1) and in line with food hygiene and safety requirements.
- 3.6.2 Ensure adequate supervision when the food is dished up.

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3.6.3 Allocate a person at every mealtime to take responsibility that the food is correctly distributed according to paragraph 3.6.1.

3.5.3 KITCHEN FACILITIES AND EQUIPMENT

3.5.3.1 Large catering equipment is provided and maintained by the Regional Training Centre and remains the property of the Regional Training Centre. The caterer is responsible to supply gas, other cooking and catering equipment and utensils, including but not limited to equipment and utensils required for cooking and serving (pots, pans, spatulas, egg lifters, mixing bowls, serving spoons, tongs, G-pans for the bain marie, etc); as well as cutlery and crockery for meal service (plates, side plates, soup bowls, cereal bowls, knives, forks, table spoons, tea spoons, cups, saucers, glasses, serving trays).

3.5.3.2 At the end of the contract the caterer must ensure the catering equipment is in good condition or operational except for cases of state of disrepair.

3.5.3.3 The Caterer shall not use the designated catering facilities and premises for purposes other than catering services in terms of this contract and service level agreement, nor will it be allowed to prepare food or serve food on premises excluding paragraph 1 (scope of service).

3.5.3.4 The Caterer shall use (or be allowed to use) all fixtures, large equipment, fuel, stream, electricity and water only for the purpose for which they are provided.

3.5.3.5 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 the correct manner.

3.5.3.6 No structural changes will be affected by the Caterer to the existing premises. Any proposals for change in the structure must be submitted to the Department in writing for consideration and the Department's decision as to the necessity of it, will be final.

3.5.3.7 The cost of any damage to equipment owing to negligence or incorrect usage / operation / cleaning on the part of the Caterer or the staff under his control, will be at the expense of the Caterer.

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- 3.5.3.8 The Caterer shall ensure that all catering staff uses gas, electricity and water economically.
- 3.5.3.9 The caterer undertakes to inspect the premises, and the larger catering equipment and fixtures as mentioned in Paragraph 3.5.3.1, on a date at least 14 days prior to commencement of the service and to draw up an inventory together with the Regional Training Centre. Both Parties shall sign the inventory, copies of which shall be attached to the service level agreement.
- 3.5.3.10 The Caterer shall supply all other equipment and utensils as well as furniture (desks, filing cabinets, tables, etc) needed for fulfillment of this catering agreement. Formal records should be kept of all equipment and utensils brought onto the premises by the caterer.

3.6 FOOD HYGIENE AND SAFETY

- 3.6.1 The Caterer should obtain a Certificate of Acceptability from the local authority prior to commencement of service
- 3.6.2 The Caterer shall keep all catering areas including the store rooms, rest rooms and ablution facilities for the catering staff, the kitchen refuse area (pigswill), refuse bins, windows, extractor hood, catering equipment, hygienic and tidy condition to the satisfaction of the Regional Training Centre and catering committee of the Institution, both having full access to all areas concerned at all times.
- 3.6.3 The Caterer undertakes to ensure that all catering staff are at all times clean and neatly dressed (uniforms and appropriate head and footwear) and that they are free of infectious diseases. All staff should undergo medical assessment by Occupational Health Nurse before commencement of the services and periodically (six months).
- 3.6.4 The Caterer undertakes to purchase, acquire and ensure the safe storage of all suitable (food grade quality) cleaning materials, disinfectants, brooms, squeegees, etc. necessary for keeping proper hygiene standards in catering and dining areas. Safety data should be available for all chemicals and cleaning material used.

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- 3.6.5 The Caterer undertakes to eradicate insects and other pests in food service unit unit(s) and dining rooms every month or as required, by a registered and qualified pest control service provider. Safety data sheets and service records should be available for all chemicals used.
- 3.6.6 The Caterer shall ensure that hygiene standards and procedures as set out by the Department, are adhered to at all times, and that cleaning operations are properly supervised.
- 3.6.7 All empty containers, packaging materials etc. must be placed separate from pigswill in an area/container depicted for this purpose.

3.7 UNIFORMS AND STATIONERY

The Caterer undertakes to:

- 3.7.1 Provide all catering staff of appropriated uniforms, bearing the clearly visible logo of the Caterer, head gear and footwear, and be responsible for the laundering of such uniforms. Uniforms and aprons have to be changed on a daily basis and replaced when torn or worn. All uniforms and protective wear should be in line with relevant legislation.
- 3.7.2 Purchase and acquire all stationery and consumable items such as packaging materials, bin liners, paper serviettes, etc. necessary for the proper fulfillment of this catering and management functions.

3.8 TELEPHONE

- 3.8.1 The Caterer undertakes to have private telephone facilities installed for management purposes at his own expense.
- 3.8.2 The Department undertakes to provide internal telephone facilities for management staff to fulfill the catering services efficiently.

3.9 SECURITY REGULATIONS

- 3.9.1 The Caterer shall ensure that all staff under his control shall comply with the security regulations of the Institution.

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3.9.2 The Caterer shall be responsible for the setting and execution of security regulations, concerning all aspects of the catering service.

3.9.3 All persons, including the Caterer and his staff, fall within the jurisdiction of the RTC Manager while on the premises of the Regional Training Centre.

3.10 EMERGENCIES

The Caterer shall ensure that all staff under his control, are at all times ready for action to handle fire and other emergency situations; in line with the emergency and evacuation procedures of the Regional Training Centre.

3.11 TRAINING

The Caterer shall be responsible for the training of all catering staff on an ongoing basis.

3.12 TRANSPORT

The Caterer undertakes to provide all suitable transport services necessary for the proper execution of his management and catering functions shall be fully liable for conveying supplies. Appropriate transportation, in line with food hygiene and safety regulations, should be provided for transportation of meals.

3.13 INSURANCE

3.13.1 The Caterer shall indemnify the Department and be responsible for:

- any damage, to the Departments property, whether movable or immovable, including any loss directly flowing from damage to such property or any act or omission on the part of the Caterer or its employees or any damage arising from the use and occupation of the Department property by the Caterer;
- Any legal costs or expenses reasonably incurred in connection with claims or actions against the Department arising out of the foregoing including attorney and client costs.

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3.13.2 The Caterer shall not hold the Department legally liable for:

- any claims which may be made against the Department arising out of damage to property, whether movable or immovable, of any third parties, including any damage directly or indirectly flowing from any act or omission on the part of the Caterer and his staff or any damage arising from the use and occupation by the Caterer of the Department's property.
- any claims in respect of death, injury or illness of any person, including staff of the Department or their dependants or loss flowing there from or arising from anything done omitted by the Caterer or his staff or any damage while using or occupying the Department's property.

3.13.3 For the due and proper fulfillment of the indemnity provided for in Paragraph 3.13.1 and 3.13.2, the Caterer shall within 14 days after the date of letter of acceptance submit proof of insurance cover by him and maintained to cover the risks in paragraph 3.13.2 as well as the amount of such cover. If the amount is in the opinion of the Department not sufficient, the Department has the right to call upon the Caterer to increase the amount at the Caterer's expense to such an extent as determined by the department.

3.13.4 The acceptance of this tender is subject to the condition that if proof of an acceptable insurance policy as required in paragraph 3.13.3. is not received by the Department, the Department in its sole discretion, without prejudice to other rights available to it, terminate the agreement and the Caterer shall be liable for any damage which the Department may sustain as a result the termination of the Agreement and the appointment of another Caterer.

3.13.5 If the Caterer fails to pay the required premiums to maintain the Insurance Cover, the Department may do so and recover the amounts so paid from the Caterer by set-off or otherwise.

4. DUTIES AND OBLIGATIONS OF THE DEPARTMENT

4.1 MONITORING AND CONTROL

4.1.1 The Regional Training Centre Manager and catering committee shall have the responsibility to monitor that the service rendered by the Caterer,

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with the specifications of the contract, and shall have access to catering facilities, accounts and records at all times.

- 4.1.2 From time to time spot checks will be carried out by the Regional Training Centre Manager and catering committee to ensure that catering staff handle the equipment according to directions for use and that they use fuel, electricity and water economically.
- 4.1.3 The Regional Training Centre is responsible for the inventory control of departmental equipment on a regular basis.
- 4.1.4 The Regional Training Centre shall establish whether the premises, fixtures, large equipment, fuel and electricity are used for purposes other than the catering services in terms of the contract.
- 4.1.5 The and Regional Training Centre catering committee shall also check and satisfy themselves that the meals, drinks and refreshments comply with the specification in terms of the contract.
- 4.1.6 Inspections may be carried out by the Regional Training Centre catering committee or delegates of the institution and the Department. The Department shall be entitled to instruct the Caterer to rectify any breach of the specification forthwith.
- 4.1.7 If the quantity or quality of any of the foodstuff or material supplied to the students does not comply with the standards or specifications laid down in the contract, the Department may, if it considers such non-compliance to be material, immediately on written notice terminate the contract, without prejudice to any other rights available to it.
- 4.1.8 Regular hygiene inspections shall be carried out by the Regional Training Centre or environmental health officers from the Department or Local Authority.

4.2 CATERING EQUIPMENT

- 4.2.1 The Department shall supply all existing catering premises, large equipment, fixtures, water and electricity.

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- 4.2.2 Additional large pieces of equipment may be supplied by the Department at a later stage on condition that there is mutual agreement about the necessity thereof and only if funds are available. Such items shall be recorded on a separate inventory which shall be signed by both parties.
- 4.2.3 The Department shall be responsible for the maintenance, repair, renovation and replacement of items in paragraph 4.2.1 and 4.2.2 in a manner that will cause the least disruption of the catering service.
- 4.2.4 If written requests for repair are not dealt with within a reasonable period (30 days), the Caterer may be entitled to have emergency repairs done and charge it to the Department of Public Works, Roads and Transport.

4.3 FIRE EXTINGUISHING EQUIPMENT

The Department of Public Works undertakes to supply the necessary fire extinguishing equipment and to maintain it regularly and to refill it when necessary.

4.4 HOUSING

The Department shall be under no obligation to supply any housing or accommodation for staff employed by the Caterer.

4.5 PIGSWILL

The Caterer shall be responsible for arranging a suitable contract for the removal of pigswill.

5. RIOT, UNREST AND STOCK LOSS

- 5.1 In the event of the closure of the institution due to resident or other boycotts, riots and / or unrest, the Department shall be liable for monthly payments as determined in accordance with the provisions contract.
- 5.2 The Caterer shall be liable for the rendering of the Catering Services irrespective of any boycott and / or unrest situation affecting catering staff.

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- 5.3 During any period of riot, boycotts or unrest, the Caterer and staff occupy the premises of Department at their own risk and the Department shall not be liable for any damage to the Caterer's or staff's property and equipment or injury to or death of the caterer or employees under his control and Caterer hereby indemnifies the Department against any such damage or claims and legal costs, including attorney and client costs.

6. CONDITION OF BIDDERS

- 6.1 Bidders must submit detailed information of their experience in the catering trade and acceptable proof of their ability to supply quality meals that complies with the specification together with their tender documents (Refer to Addendum 7).
- 6.2. In case of partnerships or joint ventures an affidavit reflecting the names. ID Numbers and addresses of Partners or members and in the case of a company such information regarding the directors, must be submitted with the tender documents. Refer to SBD 6.1.
- 6.3. The caterer has to provide meals which comply with all relevant legislation, including but not limited to the following Acts and Regulations and the most recent amendments thereof:

6.3.1 General

- ❖ Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000)
- ❖ Preferential Procurement Regulations, 2011; as published in government notice no 502 on 8 June 2011
- ❖ General conditions of contracts; revised July 2010 (practice note 21 July 2010)
- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972)
- ❖ Code of Practice of SABS 049-1965
- ❖ South African National Standard SANS 10049:200X, Edition 4 2007
- ❖ Quality Management Systems requirements SANS/ISO 900 of 2008
- ❖ Government Notice R1600 of 1983
- ❖ Government Notice R1931 of 17 August 1990
- ❖ Government Notice R918 of 30 July 1999 as Amended. (Health Act)
- ❖ Government Notice R952 of 6 August 1999
- ❖ Government Notice R328 of 20 April 2007

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- ❖ Government Notice R146 of 1 March 2010 as amended
- ❖ Government Notice R1091 of 19 November 2010
- ❖ Government Notice R45 of 19 January 2012
- ❖ Government Notice R194 of 2 March 2012
- ❖ Government Notice R991 of 6 December 2012

6.3.2 Meat and meat products

- ❖ Meat & Safety Act (Act 40 of 2000).
- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972).
- ❖ Code of Practice for food hygiene management SABS 049.
- ❖ Government Notice R.2120 of 20 September 1985, as amended.
- ❖ Government Notice R2718 of 23 November 1990
- ❖ Government Notice R.1748 of 26 June 1992.

6.3.3 Fruits and Vegetables

- ❖ Agricultural products standards Act, 1990 (Act no. 119 of 1990).
- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972)
- ❖ R263 of 20 February 1970, as amended.
- ❖ R2208 of 10 November 1978, as amended.
- ❖ R537 of 11 April 1976, as amended.
- ❖ R2176 of 3 November 1978, as amended.
- ❖ R2119 of 27 October 1978, as amended.
- ❖ R2177 of 3 November 1978, as amended.
- ❖ R2120 of 27 October 1978, as amended.
- ❖ R1137 of 13 June 1975, as amended.
- ❖ R295 of 26 February 1971, as amended.
- ❖ R126 of 17 January 1975, as amended.
- ❖ R701 of 3 April 1981, as amended.
- ❖ R1268 of 19 June 1981, as amended.
- ❖ R1978 of September 1984, as amended.

6.3.4 Other perishables

- ❖ Agricultural products standards Act, 1990 (Act no. 119 OF 1990).
- ❖ Marketing Act, of 1968 (Act no. 59 of 1968) as amended.
- ❖ Government notice R. 577, Government Gazette of 15 March 1991.
- ❖ Government notice R. 2581 on 20 November 1987, as amended.
- ❖ Government notice R866 of 15 August 2002.

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6.4. The bidder must submit along with the bid documents a proposed organizational structure as a basis for managing this contract.

6.5 The caterer has to submit proof of financial capability, including audited financial statements over a period of two years.

6.6 The caterer has to submit personnel structure and the Curriculum Vitae of the key role players.

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

7.1 Requirements:

- (a) Physical address and all contact details
- (b) Operating hours

7.2 For the promotion of efficient liaison between the RTC Manager of the institution and caterer, it is imperative that the caterer employs a contract catering manager (e.g. catering manager) who will be positioned at the premises of the contract.

8. CONTRACT PERIOD AND BID PRICES

8.1 The contract period shall be for a period of (2) two years

8.2 Annual price increases will be based on the consumer price index and effected at the anniversary of the contract.

8.3. All bid prices must be quoted inclusive of Value Added Tax (VAT).

9. NO PRICE ADJUSTMENT

Price must be fixed, no request for price escalations will be considered.

10. DATE OF COMMENCEMENT OF SERVICE

The Caterer will commence with service after the final approval by the Head of the Department and mutual acceptance of a service level agreement between the two parties.

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11. SITE VISIT

- 11.1 All prospective bidders shall visit the institution and acquaint themselves with facilities and circumstances; including the main kitchen and Regional Training Centre.
- 11.2 Arrangements for the inspection should be made with the Regional Training Centre Manager Tel: (017) 632 1551
- 11.3. Date on which the institution was visited shall be stated in the bid.
- 11.4 The last site visit will be a day prior to the closing date of submission to the Central Supply Chain at 12H00.

12. ALTERATIONS TO DOCUMENTS

No alterations, erasure, omission or addition shall be made to the text or conditions of these documents, save where expressly stated in the documents. Should any unauthorised change be made, the change will not be recognized, but the original document shall apply.

13. WITHDRAWAL

A bidder may withdraw his bid without incurring any liability provided a written notice to that effect is in the hands of the Head: Health **before the closing time for bidders.**

14. THE SERVICE LEVEL AGREEMENT

- 14.1 The contract to supply the required catering service in terms of the bid documents shall come into being when the tender is finally accepted in writing by the Mpumalanga Department of Health and after mutual acceptance of a service level agreement.
- 14.3 Any amendments, omission or waivers from or additions to the formal contract shall be effected in writing by mutual agreement, signed by both parties.

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16. DEFINITIONS

“Department” shall mean the Mpumalanga Province, Department of Health

“Institution” shall mean Regional Training Centre.

“Service level agreement” a contract between the awarded Caterer and the Department, that defines the level of service expected from both parties.

“The Caterer” shall mean, in the case of bid received, the bidder and in the case of the concluded, the successful bidder which undertakes, in terms hereof, to provide the required catering service.

“Management” shall mean the process whereby resource in terms of people, finance, equipment, facilities and food supplies are efficiently and effectively mobilizing resources and defining areas of responsibility, co-operation with other sectors of the College and continuous adaption according to evaluation results and the needs of the College.

“Management Staff” shall mean any management staff provided by the Caterer.

“Catering Staff” shall mean any catering staff provided by the Caterer.

“Food Specification” shall mean the food types, quantities and quality to be supplied by meal and menu cycles.

“Ration Scale” shall mean the quantities of food as set out in Addendum 3.

“Schedule of Overhead Structure” means the Schedule of monthly overhead cost involved in supplying the service.

“Food Invoice” or **“Overhead Invoice”** shall mean the standard invoice format which will be used.

17. BREACH AND TERMINATION

- 17.1 Should either party commit a breach of provisions of this contract and fail to remedy that breach within 7 (seven) days after the receipt of a written notice calling upon it to do so, the party that is not in breach shall be

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entitled to cancel this contract without prejudice to any other right which the non-defaulting may have as a result of such breach and the parties agree that the Tender provisions will apply in such an event, it is not in conflict with this contract.

- 17.2 The Caterer's right to use or occupy any part of the premises or use any equipment of the Department shall cease on termination of this agreement for any reason.
- 17.3 The Caterer shall on termination of the contract vacate the premises and hand over to the Department all the items in the inventory schedule in the same condition which he received them, fair wear and tear excepted.
- 17.4 The Department shall be entitled to determine the value of the missing items and to deduct the amount of such value or reduced value from any amount due by the Department to the Caterer.

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ADDENDUM 1

MEAL TIMES

REGIONAL TRAINING CENTRE

STUDENTS	
Breakfast	6:00 – 7:30
Midmorning Tea	10H30
Lunch	12:30 – 13:30
Supper	18:00 – 19:30

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ADDENDUM 2 – MEAL PLAN

MEAL PLAN	PORTION SIZE
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BREAKFAST

Porridge	250 ml
Milk & sugar	200 ml / 10 g
Protein dish	30 g
Fruit	1 portion
Brown bread	2 slices
Margarine / jam	15g / 15 g

LUNCH

Starch dish	250 ml
Protein dish	90 g
Water	500ml
Juice	200ml
Sauce	50 ml
Vegetable	
Veg/salad	125 ml

DINNER

Starch dish	250 ml
Protein dish	90 g
Sauce	50 ml
Veg/salad	125 ml
Brown bread	1 slice
Margarine / jam	15 g / 15 g
Water	500 ml
Fruit juice	200ml

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ADDENDUM 3

RATION SCALE

CYCLE MENU	TIME	SERVING	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
BREAKFAST	07H00 AM									
Porridge		150/200g	Maize	Oats	Maltabella	Maize	Oats	Maltabella	Maize	Oats
With Milk		100ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar		30g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
CYCLE MENU	TIME	SERVING	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
Protein		30g	Baked Beans	Cheese	Vienna	Baked Beans	Egg	Fish Fingers	Polony	Egg
Brown Bread		2 slices	Bread	Bread	Bread	Bread	Bread	Bread	Bread	Bread
Margarine		10g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Beverages		1 cup	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee
MORNING TEA	10:00 AM									
Beverage		1 Cup	Five Roses Tea	Five Roses Tea	Five Roses Tea	Five Roses Tea	Five Roses Tea	Five Roses Tea	Five Roses Tea	Five Roses Tea
Brown bread		2 slices	Bread	Bread	Bread	Bread	Bread	Bread	Bread	Bread
Margarine		10g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Spread/Filling		30g	Cheese & tomatoe	Peanut butter	Cheese	Slice polony	Peanut butter	Peanut butter	Slice polony	Jam
Supplement		240ml	Yoghurt	Yoghurt	Yoghurt	Yoghurt	Yoghurt	Yoghurt	Yoghurt	Yoghurt
LUNCH	13:00 PM									
Protein		160g	Beef Stew	Chicken Tighs	Boerewors Casserole	Fish	Savory Mince	Chicken a la king	Mutton Stew	Battered Fish
Sauce/Gravy		65ml	Gravy	Gravy	Gravy	Gravy	Gravy	Gravy	Gravy	Gravy
Starch		150/200g	Samp	Rice	Maize	Mash Potato	Mealie Rice	Macaroni	Maize	Rice
Vegetable 1		80g	Butternut	Cr/Spinach	Mix Salad	Peas	Mix Vege	Pumpkin	Cabbage	Mix Salad
Salad		80g	G/Beans	Carrots	2 Bean Salad	Beetroot	Coleslaw	Spinach	Gems	Peas
CYCLE MENU	TIME	SERVING	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
AFTERNOON TEA	15:00 PM									
Brown bread		2 slices	Bread		Bread	Bread	Bread		Bread	Bread
Margarine		10g	Margarine	Custard &	Margarine	Margarine	Margarine	Custard &	Margarine	Margarine
Spread / filling		30g	Slice polony	Baked pudding	Peanut butter	Jam	Slice polony	Jelly	Jam	Cheese
Fruit / Juice		1/200ml	Juice	Juice	Juice	Juice	Juice	Juice	Juice	Juice
SUPPER	18:PM									
Protein		160g	Pilchards	Maas	Gizards	Mince	Chicken Tighs	Wors	Bean Soap	Beef stew
Sauce/Gravy		65ml	Gravy		Gravy	Gravy	Gravy	Gravy	Gravy	Gravy
Starch		150/200g	Maize	Maize	Maize	Maize	Maize	Maize	Maize	Maize
Vegetable		80g	Mix Veg	Fruit	Carrots	G/Beans	Gems	Mix Veg	Fruit	Beetroot

**SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR
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	DAILY PERSON	RATION	PER	USE AND SUBSTITUTION (Based on portion sizes)
ITEM	PRIMARY	KITCHEN USE	TOTAL	
Biscuits/rusks	30g		30g	A portion of biscuits/rusks is 30g and is equivalent to one of the following: Brown/whole wheat bread 30/35g Dry biscuits 30g Crackers 30g
Brown/whole wheat bread	150-180g		150-180g	A portion of bread is 30/35g and is equivalent to one of the following: Brown/whole wheat bread 30g Dry biscuits 50g Crackers 30g Maizemeal, dry (soft or thick) 30/50g Rice/maize/pastas, dry 30g Samp/crushed wheat, dry 40g
Dry cereals Breakfast	25 – 50g		25-50g	A portion of breakfast cereal is equivalent to one of the following: All-bran flakes 25g Brown / whole wheat bread 30/25g Oatmeal, dry 30g Grain sorghum, dry 50g Maize Meal, dry thick porridge 30g soft porridge 30g Corn flakes 30g Muesli 40g Puffed rice/puffed wheat 25g Pro Nitro 30g Weetabix 30g

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Light meal or main meal	30 – 50g		30 – 50g	<p>A portion of starch is equivalent to one of the following:</p> <p>Potato/sweet potato, purchase weight 120g</p> <p>Maize meal, dry 50g</p> <p>Thick porridge 50g</p> <p>Rice/maize rice/pastas, dry 30g</p> <p>“Sousboontjies” / baked beans 100g</p> <p>Sweet corn 9Canned / frozen) 100g</p> <p>Samp / crushed wheat, dry 40g</p>
Vegetables – as purchased	100g – 140g	30g	130 – 170g	<p>A portion of potato / sweet potato, as purchased is equivalent to the purchase weight of one of the following:</p> <p>Frozen potatoes / sweet potatoes 100g</p> <p>Canned potatoes 140g</p> <p>Instant potato powder, dry 15g</p> <p>Dehydrated potatoes / sweet potatoes, dry 25g</p> <p>Dried beans / peas / lentils, raw 40g</p> <p>“Sousboontjies” / baked beans 100g</p> <p>Sweet corn, canned / frozen 100g</p>
Potatoes / sweet potatoes				
Other vegetables	300 – 400g		300 – 400g	<p>A portion of vegetables is equivalent to the purchase weight of one vegetable as set out in Annexure A</p>
Coffee/Tea Milk – drink powder			9 – 15g 5g	<p>A portion of one cup is equivalent to one of the following:</p> <p>Coffee 2,5g</p> <p>Tea 1,5g</p> <p>Milk – drink powder 5g</p>

Jam / syrup	30 – 40g	15g	45 – 55g	<p>A portion of jam / syrup is equivalent to one of the following:</p> <p>Honey 15g</p> <p>Jam</p> <p>Unportioned 15g</p> <p>Portioned 20g</p> <p>Syrup 15g</p>
Margarine/butter	25 – 30g	5 – 20g	30 –	

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			50g	A portion of margarine or butter is 5g (5 ml) and is equivalent to one of the following: Mayonnaise / salad cream / salad dressing 5ml Cooking oil 5ml
Milk – fresh full cream	400ml		400 ml	A portion of fresh full cream milk is 200ml and is equivalent to one of the following: Evaporated milk 10ml Yoghurt 175ml Buttermilk 200ml Condensed Milk 70ml Low – fat / fat free milk 200ml
Skim – milk powder		10g	10g	Milk Powder 20ml
Sugar	45 – 80g	15g	60 – 95g	A portion is equivalent to one of the following: White / brown sugar Portioned 5g Unportioned 10g
Meat / poultry / fish	200 – 240g		200 – 240g	100g meat, without bone or 150g meat without bone
- raw, without bone or	200 – 240g		200 – 240g	
- raw, with bone	250 – 300g		250 – 300g	
Fruit Fresh, as purchased or	100 – 200g or		100 – 200g or	A portion of fresh fruit is equivalent to one of the fruits as set out in Annexure C
Juice/nectar diluted	150ml		150ml	A portion of fruit juice is 150ml and is equivalent to Fruit juice powder 30g

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Dried legumes / TVP, dry		60g	6	<p>The quantity for various uses per portion are as follows:</p> <p>Dried legumes in soups/dishes 30 – 45g Combined with meat 10 – 15g</p>
Eggs, fresh, medium	3	1	4	<p>One egg is a portion and is equivalent to one of the following:</p> <p>Frozen scrambled egg mixture 50g Egg powder 13g</p>
Cheese	120g	20g	140g	<p>The quantity for different uses are as follows:</p> <p>On its own: Cheese: 25g Low-fat cottage cheese 30g</p> <p>Sandwich filling: Cheese 15g Low-fat cottage cheese 30g</p> <p>Meatless main dish: Cheese 20g</p>

ITEM	WEEKLY PER 100 PERSONS	BASIS FOR SUBSTITUTION
Vinegar	700ml	
Baking Powder	300g	20g baking powder 5g bicarbonate of soda 10g cream of tartar
Chutney	700ml/g	100ml chutney 100ml/g tomato sauce 100ml/g Worcester sauce 100ml/g atchar
Flavouring	70ml	

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

Jelly powder	1,4kg	100g jelly powder 10g gelatine 10g dessert powder
Curry powder/Masala	170g	
Colouring and browning	20ml	
Cake flour	10,5kg	100g cake flour 50g maize meal or 70g sago 50g custard powder
Cool drink syrup/ Cool drink squash	10ml	
Cooking oil to fill high-speed fryers		Refer to footnotes
Mustard powder	30g	10g mustard powder 30g prepared mustard
Pepper	140g	
Cream	2L	100ml cream 100ml artificial cream
Herbs and spices	250g	1g of any herb or spice 1g of a suitable flavouring agent
Salt	4kg	
Tomato puree	1,4kg/l	100g/ml tomato puree

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

		50g.ml tomato paste or 500g/ml canned Tomatoes
Tomato sauce	1,4kg/l	100g/ml tomato sauce 100g/ml Worcester sauce 100g/ml mayonnaise
Meat extract cubes	2kg	100g meat extract cubes 100g sauce powder/soup powder or 100g/ml meat stock (made up)
Mageu	25l	

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ADDENDUM 4
EXAMPLE OF AN EIGHT DAY CYCLE MENU

MEAL PLAN	PORTION SIZE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
BREAKFAST									
Breakfast cereal / Porridge	25 – 40 g / 250 ml	Oats	All Bran Flakes	Soft porridge	Weetbix	Maltabella	Soft porridge	Corn Flakes	Maltabella
Milk & sugar	100 ml / 10 g	Milk & sugar	Milk & sugar	Milk & sugar	Milk & sugar	Milk & sugar	Milk & sugar	Milk & sugar	Milk & sugar
Brown bread	3 slices	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread
Margarine	15g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Jam	15g	Jam	Jam	Jam	Jam	Jam	Jam	Jam	Jam
AM TEA									
Coffee / tea	2.5 g / 1.5 g	Coffee / tea	Coffee / tea	Coffee / tea	Coffee / tea	Coffee / tea	Coffee / tea	Coffee / tea	Coffee / tea
Milk & Sugar	50 ml / 10 g	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar
LUNCH									
Starch dish	250 ml	Samp	Rice	Mealie rice	Stiff mealie pap	Samp	Potato salad	Rice	Mealie rice
Protein dish	100 – 150g	Beef stew	Baked chicken	Mutton stew	Braised chicken pieces	Beef stew	Fried fillets	Mutton stew	Roasted chicken
Sauce	50 ml	(stew)	Tomato gravy	(stew)	Gravy	(stew)	(mayonnaise)	(stew)	(Chakalaka)
Vegetable	125 ml	Steamed green beans	Steamed peas	Mixed veg	Stir-fry green beans	Steamed peas	Steamed mixed veg	Steamed green squash	Fried cabbage
Veg/salad	125 ml	Stir-fry	Glazed	Steamed	Steamed	Baked	Creamed	Green	Chakalak

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cabbag e	carrots	gem squash	d carrots	pumpki n	spinach	salad	a
-------------	---------	---------------	--------------	-------------	---------	-------	---

SUPPER

Starch dish	250 ml	Macaro ni- cheese	Stiff mealie pap	Mashed potato	Mealie rice	Stiff mealie pap	Spaghetti	Mashed potato	Rice
Protein dish	90 – 150 g	(Chees e)	Grilled wors	Fried hake fillet	Savoury mince	Fried chicken giblets	Bolognese mince	Grilled wors	Savoury mince
Sauce	50 ml	(White sauce)	Gravy	---	(mince sauce)	Tomato gravy	(Bolognese)	Tomato gravy	(mince sauce)
Veg/salad	125 ml	Beetroot salad	Creame d spinach	Green salad	Steame d mixed veg	Colesla w	Beetroot salad	Steamed peas	Steamed green beans
Brown bread	3 slices	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread
Margarine	15g	Margari ne	Margari ne	Margarin e	Margari ne	Margari ne	Margarine	Margarin e	Margarin e
Jam	15g	Jam	Jam	Jam	Jam	Jam	Jam	Jam	Jam
Fruit juice	200ml	Apple juice	Orange juice	Litchi juice	Peach juice	Apple juice	Orange juice	Litchi juice	Peach juice

Dessert twice per week

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ADDENDUM 5

LUNCH PACKS

A lunch pack shall consist of the following:

- Two sandwiches
 - Brown / white bread 4 slices (2 sandwiches)
 - Margarine
 - Fillings (one per sandwich)
 - Cheese 15g
 - Peanut Butter 15g
 - Fish paste 10g
 - Cold meats 15g
- Fruit juice
- Fruit 1
- Boiled egg (cold) 1
 - or
 - Meat balls (cold) 60g cooked
 - or
 - Chicken portion 60g

The lunch packs shall be pre-packed as follows:

Food items should be wrapped separately in cling wrap.

To avoid leakage only sealed containers (pre-packed) of fruit juice shall be given.

The various items shall be placed in a strong plastic bag or similar container.

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ADDENDUM 6

NOTES ON FOOD QUALITY

1. MILK

- 1.1 Only fresh, pasteurized, full-cream milk shall be used. (UHT milk may be used for camps).
- 1.2 No milk powder, milk blends or coffee creamers shall be used.
- 1.3 The ration scales also make provision for milk to be used in food preparation e.g. in white sauces, custard and in puddings or baked products.
- 1.4 See Addendum 3 for the distribution of the allowance on the ration scale.

2. MEAT

- 2.1 Only beef, lamb / mutton, pork, fish and chicken shall be used.
- 2.2 When moist-heat cooking methods are applied (e.g. stews/casseroles/pot roasts) Grade B green roller mark shall be used. Only 5% visible fat shall be allowed.
- 2.3 When dry-heat cooking methods are applied (e.g. grilling/oven roasting) grade A (blue roller mark) shall be used. Only 5% visible fat shall be allowed.
- 2.4 Only Grade A chicken shall be used.
- 2.5 Chicken may not appear on the menu more than five times in any form in an eight (8) day period.
- 2.6 Care must be taken to ensure that the number of chops or chicken portions correspond to prescribed weight per person.
- 2.7 Only beef mince made from skeletal muscle tissue shall be used. The total fat content of the raw mince shall not exceed 20% by mass. The raw mince shall not contain added water, organ meats, cereal products, herbs, spices or preservatives

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- 2.8 Commercially prepared meat balls shall not be used.
- 2.9 The composition of sausage shall be in accordance with the regulation for “Boerewors”.
- 2.10 Fish may not appear more than three times on the menu in any form in an eight (8) day period.
- 2.11 See Appendices 3 for the distribution of the allowance on the ration scale

3. VEGETABLES

- 3.1 Fresh vegetables shall be of a good standard and quality.
- 3.2 Only choice and caterer's grade frozen vegetables shall be used.
- 3.3 Only Class 1 potatoes shall be used.
- 3.4 The allowance for potatoes / sweet potatoes on the ration scale also provides for the small quantities to be used in soups and other dishes and for moderate preparation losses.
- 3.5 The allowance for other vegetables on the ration scale for students and staff provides for at least three portions to be served daily either as cooked vegetables or as salads. It also provides for the small quantities to be used in soup and other dishes and for moderate preparation losses.
- 3.6 Mixed vegetables shall contain only green beans, green peas, carrot cubes and cut corn in more or less equal proportions. Canned mixed vegetables shall not be used.
- 3.7 Sweet corn and baked beans shall not be served in lieu of fresh vegetables. These items are considered as starch items.
- 3.8 When additional vegetables are added to stews and casseroles to promote easier acceptance by the students and staff, the portion served shall be double to represent a portion of meat and a portion of vegetables.

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- 3.9 The potato used on top of cottage pie shall be equal to a full portion; otherwise an additional starch shall be served.

4. FRUIT

- 4.1 Fresh food shall be of good standard and quality.
- 4.2 A variety of at least 3 kinds of fresh fruit shall be given weekly.
- 4.3 Only pure fruit juice shall be used. If in a concentrated form, dilution shall be in accordance with the direction of the manufacturer.
- 4.4 The allowance on the ration scale for students and staff (Addendum 3) provides for one medium-sized fresh fruit or 200ml fruit juice to be given daily. It also provides for the additional small quantities to be used in salads (eg. grated carrot and pineapple) and desserts (eg. banana custard).
- 4.5 When serving canned fruit for dessert, choice grade shall be used.
- 4.6 See Addendum 2 for distribution of the allowance (meal plan).

5. BREAD

- 5.1 Whole-wheat or white bread may be given instead of brown bread.
- 5.2 A scone / muffin / bread roll / bun may be used as a substitute for one slice of bread.
- 5.3 The ration scale provides for a maximum of 9 slices of bread per student per day. To limit wastage, the number of slices required by each student shall be determined by the Catering committee if it deviates from this amount (may not be exceeded).
- 5.4 See Addendum 2 for distribution of the allowances (meal plan).

6. DRY CEREALS

- 6.1 The allowance on the ration scale for students and staff provides for one portion of porridge or breakfast cereal daily. The weekly allowance allows

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- for rice or pasta to be served as a starch on certain days at the main or light meal, and for small quantities to be used for the preparation of sauces, baked products, etc.
- 6.2 Pastry or batter, used as a topping on certain dishes (eg. chicken pie) shall not replace the portion of potato or cereal served at the main meal and light meal. The small quantity for kitchen use provides for it.
- 6.3 The porridge shall be of medium-stiff consistency.
7. **EGGS**
- 7.1 The allowance for eggs to be given according to the ration scale and/or meal plan.
- 7.2 Only large fresh eggs shall be used.
8. **CHEESE**
- 8.1 The cheese allowance provides for cheese to be served as such, and in meatless dishes (eg. macaroni and cheese) and sauces (eg. cheese sauce).
- 8.2 First grade cheddar cheese shall be used.
9. **BEVERAGES**
- 9.1. The following quantities shall be used per cup:
- | | |
|----------------------------|--------|
| Tea | - 1.5g |
| Coffee | - 2.5g |
| Powder for a milk beverage | - 50ml |
| Fresh milk | |
- 9.2. If acceptable rooibos tea may be served optionally.
10. **GRAVY**

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- 10.1. Except for mushroom soup powder, only cake flour shall be used for the thickening of gravies or meat extract.
- 10.2. When the main dish of a meal does not contain gravy in itself (e.g. stews and casseroles), gravy shall be supplied in addition to facilitate the eating of items such as rice, etc.

11. COMMERCIALY PREPARED PRODUCT

All commercially prepared product used by the Caterer (e.g. cold meats, fish cakes, haddock, hamburger patties, etc.) shall be evaluated by a panel for acceptability (sensory). The panel members are to be the regional training center / regional dietician, the Caterer's dietician, the CPO and an appointed member of the staff

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ADDENDUM 7

CATERING EXPERIENCE

1. Details of the previous experience of catering activities and business (period and type of service):

.....
.....

2. A list of existing catering contracts (period and type of service):

.....
.....

3. The number of years that the Caterer is in the catering business:

.....
.....

4. The name and Curriculum Vitae (including qualifications and experience) of the person who shall carry out and control the catering service at the institution:

.....
.....

(SIGNED)

BIDDER

DATE:

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

ADDENDUM 8

FINANCIAL IMPLICATIONS

Financial Implications-

Meal per person per day

Meal per person per week

Breakfast		Breakfast	
Tea-time		Tea-time	
Lunch		Lunch	
Supper		Supper	
Total per person per day		Total per person per week	

Meal per person per month

Breakfast	
Tea-time	
Lunch	
Supper	
Total per person per month	

Overheads (including salaries and wages) per month

Proof of registration with Pension and Pay as You Earn must be attached

Total salaries and wages per month R.....

Sundry expenses

Including cleaning materials, packaging materials, uniforms, stationery, telephone cost, cutlery, crockery and other operational expenses

Total sundry cost per month R.....

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Consolidated

Overheads	Salaries per month	
Sundries	Sundries per month	
Meals	Meals per person per month	
TOTAL		

Please Note!

- Bidders are obliged to give correct figures of prices. No bidder(s) shall be allowed to make changes/ corrections/ additions on the pricing schedule.

NB: The validity period for this bid is 30 days.

PACKAGING OF TENDER DOCUMENTS

PART I: STANDARD BIDDING DOCUMENTS (SBD)

PART II: SPECIFICATION AND PRICING SCHEDULE

PART III: ORIGINAL TAX CLEARANCE CERTIFICATE AND VAT CERTIFICATE

PART IV: COMPANY PROFILE

PART V: INNOVATION IN APPROACH AND METHODOLOGY ON HOW THE CATERING SERVICES WILL BE RENDERED.

PART VI: UNDERSTANDING OF THE HEALTH SECTOR AND THE SERVICE DELIVERY AREAS

PART VII: RELEVANT EXPERIENCE IN CATERING SERVICES

PART VIII: EXPERIENCE AND QUALIFICATIONS OF MANAGEMENT AND PROJECT TEAM MEMBERS

SPECIFICATION FOR THE APPOINTMENT OF SERVICE PROVIDER (S) FOR PROVISION OF CATERING SERVICE AT EVANDER REGIONAL TRAINING CENTRE (RTC) IN THE MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF TWO (02) YEARS

- PART IX: PROOF OF HUMAN CAPACITY - CURRICULUM VITAE OF KEY PERSONNEL (ATTACH ABRIDGED CV'S OF KEY PERSONNEL)**
- PART X: FINANCIAL CAPACITY (LETTER OF GOOD STANDING FROM A REGISTERED FINANCIAL INSTITUTION)**
- PART XI: BBBEE CERTIFICATE**
- PART XII: CIPRO / CIPC DOCUMENTS**
- PARTXIII: COPY OF ID DOCUMENTS**
-
- PART XIV: LETTER OF APPROVAL BY EXECUTING AUTHORITY TO DO BUSINESS IF THE ENTITY HAS MEMBER/MEMBERS WHO IS/ARE A GOVERNMENT EMPLOYEE/S**
- PART XV: MANAGEMENT PLAN AND CAPACITY TO DELIVER ON THE CATERING PROJECT**
- PART XVI: OWNERSHIP OF EQUIPMENT AND LOCAL OFFICES OR PREMISES WHERE THE SERVICE PROVIDER CONDUCTS BUSINESS FROM**
- PART XVII: PROOF OF EXPERIENCE WITH DETAILED CONTACTABLE REFERENCES**

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no						Fax no					
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no						Fax no					
E-mail address											
Physical address											

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
 If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)		02		
Woman		06		
Youth		06		
Person living with disability		06		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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