



BID DOCUMENT

APPOINTMENT OF SERVICE PROVIDERS TO RENDER CATERING SERVICES FOR THE FREE STATE DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA) AND TO ALL DISTRICTS OF COGTA WITHIN THE PROVINCE FOR A PERIOD OF THREE YEARS

BID NUMBER: FSCOGTA 001 OF 2022/2023

CLOSING DATE: 28 NOVEMBER 2022

TIME: 11:00

VALIDITY PERIOD: 120 DAYS

BRIEFING SESSIONS: NO BRIEFING SESSION

NB: All documents must be completed with original black ink.

All bidders must indicate their CSD Registration number.....

DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- ❖ Bid Submission Checklist

SECTION 1

- ❖ Invitation to Bid (SBD 1)
- ❖ Price Schedule (SBD 3.2)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference points claim form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1)
- ❖ Proof of the following mandatory documentation must be required:
 - Original certified Identification copy/ies
 - Company's registration, CK document
 - Company CSD registration number / CSD report



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SECTION 2

Special Conditions of Contract (SCC)

SECTION 3

General Conditions of Contract (GCC) – may not to be returned as part of the submission



BID SUBMISSION CHECKLIST

Bidders are required to complete the following checklist and to submit it with their bids:
Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX)	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 3.2	Pricing Schedule		
SBD 4	Declaration Of Interest		
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2017		
2	SECTION 2		
2.1	Special Conditions of Bid and Contract		
3	SECTION 3		
3.1	General Conditions of Contract		
4.	ATTACHMENTS		
4.1	Proof of residential address-municipality account/Clearance Certificate or lease contract		
	Identification copy/ies		
	Company's registration, CK document		
	CSD Registration number (Summary Report)		



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SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FSCOGTA 001 OF 2022/2023	CLOSING DATE:	28/11/2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO RENDER CATERING SERVICES FOR THE FREE STATE DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA) AND TO SPECIFIC DISTRICTS WHERE THERE ARE COGTA OFFICES WITHIN THE PROVINCE FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
FREE STATE COGTA O.R TAMBO HOUSE, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAF STREETS BLOEMFONTEIN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Puseletso Ohimile		CONTACT PERSON	Lucky Mofokeng	
TELEPHONE NUMBER	051 405 4313		TELEPHONE NUMBER	051 405 4206	
E-MAIL ADDRESS	Puseletso.Ohimile@fscogta.gov.za		E-MAIL ADDRESS	Lucky.Mofokeng@fscogta.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES
☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES
☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐
 YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES
☐ 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.



SBD 1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (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:



SBD 3.2

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

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

NAME OF BIDDER:		BID NUMBER: FSCOGTA 001 OF 2022/2023	
Closing Time 11:00 on 28 NOVEMBER 2022		Validity Period: 120 Days	
ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (EXCLUDING VAT)	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1.	SUNSHINE BREAKFAST PER PERSON		
a)	Black Tea and or Roibos (with: sugar or sweeteners, fresh milk, and powder milk) Coffee (with: sugar, fresh milk, and powder milk) 100% fruit Juice (various flavours) Sandwiches (French/Chicken Polony and Mayo) and; Muffins (Assorted)		
	ENGLISH BREAKFAST PER PERSON		
b)	Tea (with: sugar, fresh milk, and powder milk) Coffee (with: sugar, fresh milk, and powder milk) 100% fruit Juice (various flavours) English Breakfast: (Bacon, Eggs, Cocktail viennas, and Breadrolls)		
	BRUNCH PER PERSON:		
2.a)	Cocktail Sausages Cocktail Pies (various flavours) Mini meatballs Buffalo wings Filled eggs		
	COCKTAIL MENU PER PERSON		
3 a)	Cocktail chicken kebabs Spare ribs Cheese Sausages Cocktail Pizza Sandwiches (Assorted) Cocktail Vetkoek and Mince Buttered Fish Strips served with sauce Drumsticks 100% fruit juice (various flavours) 500 ml Mineral Water (Still)		
4.	LUNCH PER PERSON		
a)	Roasted Chicken		



	Lamb Chops Savoury Rice/Pap/Samp/Dumplings 2 Veggies (various types) 1 Salad (coleslaw,) 100% fruit Juice (various flavours)		
	LUNCH PER PERSON		
b)	Roasted Beef Roasted Chicken Savoury Rice/Pap/Samp/Dumplings 2 Veggies (Butternut, pumpkin or sweetpotato and cabbage, spinach and green beans) 2 Salads (various types) 100% fruit Juice (various flavours)		
	LUNCH PER PERSON		
c)	Fried Fish Lasagna Green Salad 100% fruit Juice (various flavours)/ Fizzy drinks		
	LUNCH PER PERSON		
d)	Beef Stew Roasted Chicken Samp/Pap/ Dumpling 2 Salads (various) 500ml Mineral Water (still) 100% fruit Juice (various flavours)/fizzy drinks		
5.	DINNER (AFTER HOURS - 18:00 AND BEYOND)		
a)	Grilled Chicken Savoury Rice/Pap/Samp/Dumplings 2 Veggies (various types) 2 Salads (various types) 500 ml Mineral Water (still) 100% fruit Juice (various flavours)		
b)	Red meat (Roasted beef/lamb) Savoury Rice/Pap/Samp/Dumplings 2 Veggies (various types) 2 Salads (various types) 500 ml Mineral Water (still) 100% fruit Juice (various flavours)		
c)	Beef Stew Savoury Rice/Pap/Samp/Dumplings 2 Veggies (various types) 2 Salads (various types) 500 ml Mineral Water (still) 100% fruit Juice (various flavours)		
6.	TRADITIONAL FOOD		
a)	Tripe Ox liver Dumpling/ Samp/ pap		



	Mageu/ fizzy drinks		
b)	Pieces of Skopo Maotoana Dumpling/ Samp/ pap Gravy Fizzy drinks		
6.	SOUTH AFRICAN BRAAI		
a)	Boerewors Lamb Chops Chicken Kebabs 2 Salads (various) Sauces Bread or Rolls Porridge Soft Drinks fizzy (Assorted flavours)		
7.	DESSERT PER PERSON		
a)	Malva Pudding Custard		
	DESSERT PER PERSON		
b)	Fruit Cocktail Ice Cream		
	DESSERT PER PERSON		
c)	Cheese Cake Ice Cream		
8.	PLATTERS		
a)	Assorted Sandwiches Assorted Sandwiches and Meat (Half each) Meat (Assorted) 100% fruit Juice (various flavours)		
9.	FOOD PARCELS:		
a)	OPTION 1		
	Assorted Sandwiches 2 Fruits (Assorted) 250ml 100% Fruit Juice (any flavour) Packaging included		
b)	OPTION 2		
	Hotdog Rolls with Sausage 2 Fruits (Assorted) 250ml 100% Fruit Juice (any flavour) Packaging included		
c)	OPTION 3		
	Pap 2 Veggies (Green) Beef 250ml 100% Fruit Juice (any flavour) Packaging included (plastic cutlery included)		
10.	OPTIONAL		
	500ml Mineral Water (still)		



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	1.5l Mineral water (still) 5l Mineral Water (still) 330 ml Carbonited drinks		
11.	Green salad Chicken salad		
	REQUIRED BY: FREE STATE COGTA		
	Does offer comply with specification	YES/NO	
	If not to specification, indicate deviation(s)		
	Delivery basis (all delivery i.e transportation, labour, etc costs must be included in the bid price)		



SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

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

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



B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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



BIDDER'S DISCLOSURE

SBD 4

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 institution	State

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

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.



.....
.....
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 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

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.



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AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD
THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1

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

i)

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R1 00 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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



manner required by the purchaser.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration



Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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



6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name

of

company/firm:.....



- 9.2 VAT registration number:
- 9.3 Company registration number:
- 9.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
- 9.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 9.7 Total number of years the company/firm has been in business:
- 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- ii) The information furnished is true and correct;
 - iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iv) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - v) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –



- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



SECTION 2

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

2. REQUEST FOR BIDS

- 2.1 The Free State Cooperative Governance and Traditional Affairs is hereby inviting potential bidders for the supply and delivery of catering services for a period of thirty six (36) months.
- 2.2 Service providers are requested to submit bids for the provision of the catering services as set out in the Terms of Reference contained herein.
- 2.3 No binding contract or other understanding for the supply of catering services will exist between COGTA and any Bidder unless COGTA has executed a formal written contract with the successful Bidder/s.

3. SUBMISSION OF BIDS

- 3.1 Bidders must submit the bid in one (1) original hard copy format (paper documents), clearly marked as to [Address for the submission of hard copy tender documents] by the closing date and time of the bid.
- 3.2 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

4 SCOPE OF WORK / TERMS OF REFERENCE

- 4.1 The caterers will include but will not be limited to the following:

4.1.1 General

- 4.1.1.1 Caterers will provide catering to a maximum of 150 people to be catered per order with a variation of 20% (180 people)
- 4.1.1.2 The catering bid will generally be for office-related meetings
- 4.1.1.3 The following will be excluded from this term contract:
- (i) Special events relating to the Event Management



- 4.1.1.4 The Service shall be rendered in a professional manner to the satisfaction of COGTA FS and its personnel, and guests.
- 4.1.1.5 The bidder shall deliver the service in accordance with all Health and Safety Requirements.
- 4.1.1.6 Should the bidder purchase special dietary requirements i.e. Halaal pre-packed meals it must be purchased from a Halaal certified supplier to ensure all meals are handled according to the relevant dietary requirements i.e. Halaal requirements. Only fresh ingredients will be used i.e. no items that have reached and/or are beyond sell by date will be on offer.
- 4.1.1.7 The bidder shall ensure that it provides sufficient and trained personnel to ensure an efficient service provision.
- 4.1.1.8 The bidder shall ensure that its employees are clean, healthy, neatly dressed, presentable and professional at all times whilst rendering the service. The supplier's employees shall and will be expected to be able to work well in a client service environment.
- 4.1.1.9 The bidder shall keep premises, including kitchens, storerooms, service areas, canteen area etc. as well as all apparatus and equipment in a clean, neat and tidy condition. All defects, breakages and replacement of equipment will be for the supplier's account while operating at COGTA.
- 4.1.1.10 The bidder shall at all times adhere to high standards of hygiene regarding the storage, preparation and serving of food.
- 4.1.1.11 The bidder shall ensure that all dishes, crockery, cutlery and other utensils used in the preparation and serving of food are kept clean at all times.
- 4.1.1.12 COGTA nominated representative and the health authorities shall have full access to the premises, kitchen, storeroom, equipment, as well as the supplier's own facilities, etc. for inspection purposes at all reasonable times.
- 4.1.1.13 All complaints shall be handled by the nominated COGTA representative and the supplier, and will be addressed within a reasonable time.
- 4.1.1.14 The bidder shall comply fully with all requirements, laws and regulations of the local authorities and medical health officer. In the event of an inspection by such authorities or officer, copies of the report shall be made available to COGTA.
- 4.1.1.15 The bidder shall obtain and maintain all necessary permits and /or licenses required by law.

5 DELIVERABLES

- 5.1 Deliver and supply catering as per specified menus
- 5.2 Catering to be supplied at any COGTA building or where a conference or workshop may be held.
- 5.3 Service provider must be prepared to provide catering service within 24 hours, 7 days a week, 365 days a year should a need arise.
- 5.4 Service provider to provide quotation within 2 hours after request, for 24 hours, 7 days a week, 365 days a year.
- 5.5 Service provider to provide the catering quoted on by 08:00 the next day if purchase order



- is issued by 16:00
- 5.6 Service provider to provide all cutlery, crockery and table cloths, flowers and bouquets etc. per request to meet Cogta quality standards
 - 5.7 Food to be kept warm when necessary (caterer to provide own equipment for these Purposes)
 - 5.8 Service provider to set up and keep food wrapped / sealed appropriately until served, cold or warm dishes
 - 5.9 Service provider to ensure minimum of 1 staff members present per 10 people served while serving and setting up or as situation requires
 - 5.10 Service provider to remove all left-over food, equipment and cutlery/crockery after all meals and leave premises clean and tidy
 - 5.11 Service provider to set up 60 minutes prior each requested time slot (no late coming will be tolerated)
 - 5.12 All catering shall be of a high quality, freshly prepared and acceptable to COGTA. The content shall be in accordance with good and accepted dietary quality and practice.
 - 5.13 All food paid for by the Department cannot be taken back by service provider, unless otherwise arranged.

6 SPECIAL CONDITIONS

6.1 The following special conditions are applicable to this bid

- 6.2 Bidders failing to meet all administrative requirements will be disqualified.
- 6.3 Bidders failing to meet all mandatory requirements will be disqualified.
- 6.4 Bidders must submit a certified copy of their valid certificate of acceptability from their local Municipality (bidders failing to do so will be disqualified)
- 6.5 Bidder must be able to cater for various quantities as well as VIPs as and when requested, bidders must be able to provide the minimum as well as maximum quantity they will be able to cater for per day
- 6.6 Bidders must have the necessary capacity and finances.
- 6.7 COGTA reserves the right to invite quotes from alternative suppliers, should contracted service provider be unable to provide service
- 6.8 The Bid Evaluation Committee reserves the right to conduct due diligence as part of the evaluation process.
- 6.9 Bidders are required to submit quotations as per menus specified.
- 6.10 Bidders to clearly indicate where they will be able to render a service.
- 6.11 Successful bidders to sign a Service Level Agreement after appointment.
- 6.12 The catering services will be done in all the towns listed below within the Free State Province.

* Only one town should be ticked

MUNICIPALITY	LIST OF TOWNS	Indicate by using a "X" against the town of your choice
Kopanong LM	Reddersburg, Edenburg	
	Trompsburg, Springfontein	
	Gariepdam, Bethulie	
	Jagersfontein, Fauresmith	
	Philippolis	



Mohokare LM	Zastron	
	Rouxville	
	Smithfield	
Letsemeng LM	Jacobsdal	
	Petrusberg	
	Koffiefontein	
	Luckhoff	
Mangaung	Bloemfontein	
	Dewetsdorp	
	Wepenaar	
	Van Stadensrus	
	Soutpan	
	Botshabelo	
	Thaba Nchu	
Mantsopa LM	Ladybrand	
	Excelsior	
	Tweesruit	
	Hobhouse	
	Clocolan	
	Marquand	
	Senekal	
Nketoana LM	Reitz	
	Petrustyn	
	Arlington	
	Lindley	
Phumelela LM	Vrede	
	Warden	
	Memel	
Maluti a Phofung LM	Qwaqwa	
	Kestel	
	Harriesmith	
Tokologo LM	Dealesville	
	Hertzogville	
	Boshoff	
Tswelopele LM	Hoopstad	
	Bultfontein	
	Odendaalsrus	
	Virginia	
	Hennenman	
	Wesselsbron	
Masilonyana LM	Theunissen	
	Brandford	
	Winburg	



	Verkeerdevlei	
Metsimaholo LM	Sasolburg	
	Deneysville	
	Orangeville	
Moqhaka LM	Steynsrus	
	Viljoenskroon	
	Kroonstad	
Ngwathe LM	Parys	
	Edenville	
	Koppies	
	Heilbron	
	Vredefort	
Mafube LM	Tweeling	
	Cornelia	
	Frankfort	
	Villiers	

NB: If a town is not listed in the above mentioned table, please list the name of the town in the table provided below

MUNICIPALITY	LIST NAME OF TOWN/S	Indicate by using a "X" against the town of your choice

Bidders will only be appointed per town and must reside in that area/town.

NB: Bidders that choose more than one town may invalidate their bid

- 6.13 Shareholder/Member of Company/Individual will not be allowed to represent/bid for more than 1 (one) business, where a Shareholder/Member/Individual has an interest in any other company that is participating in this bid, must disclose, failure to do so will result in disqualification of bids.



List of Shareholding/membership by Name of business, Position occupied and percentage of shareholding in the business

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

7 PERIOD OF CONTRACT

The catering contract will run for a period of three (3) years from the commencement of the contract.

8 REQUIREMENTS-PRICES

Prices must be firm for the 1st year of the contract period. No price adjustments will be allowed during the 1st year of the contract period inclusive of statutory increases. Price adjustment will only be allowed after 12 months from commencement of the contract. Thereafter, price increases will be considered once annually as directed by COGTA

9 ROTATION

- 9.1 Service Providers shall be rotated during the period of the contract to ensure equal distribution, however, the Head of Department of COGTA Free State may use his/her discretion to appoint/allocate service providers.

10 BRIEFING SESSIONS

- 10.1 No briefing sessions will be held.

10. SUBMISSION OF BID DOCUMENT

- 10.1 Completed bid documents should be sealed, clearly marked **FSCOGTA 001 OF 2022/2023** and deposited in the bid box on the address stated in the invitation on or before 11:00 on Monday, 28 November 2022 which is accessible 24 hours at the OR Tambo Building on the Ground Floor.
- 10.2 Proof of the following certified copies of documentation will be required:

Names, ID copy and total number of employees.



Proof of residential address-municipality account and Municipal Clearance Certificate
OR Lease contract will be required.
Identification copies of owner / s.
Company's registration e.g. CK document.
Certified copy of a Health Certificate.

Failure to submit the above-mentioned documentations will invalidate the Bid.

- 10.3 Bidders must bid for all menus. Deviation from the specification will result in disqualification.
- 10.4 Bidders are to ensure that they have received all pages of this document. Bid documents must be submitted in original format and not removed from this document.

11. REQUIREMENT OF BID

11.1 Transportation

Transportation costs must be included with the prices for the different menus.

11.2 Hygiene and Cleanliness

Cogta reserves the right to visit the premises of the caterer(s) at any given time to monitor hygiene standards. It is important for caterers to adhere to the principles of good hygiene and understand the implications of bad hygiene practices.

11.3 Cleaning and Removal of Waste from Catered Area

The caterer shall be responsible for cleanliness in the area (dining rooms, kitchens, boardrooms etc). The caterer shall ensure that work surfaces are cleaned in accordance with good cleaning practices to minimize the risk of gross contamination.

11.4 Utensils

The caterer must provide own cutlery, crockery, tablecloths, serviettes, overlays, food warmers etc.

11.5 Punctuality

The supplier must adhere fully to times stipulated per catering function. Delivery will not be limited only to Cogta Buildings and venues will be indicated /communicated per catering event.

11.6 Scope of Work

Caterers are required to render the following services depending on the request:

- Breakfast
- Lunch/Dinner
- Brunch



- Food parcels
- Platters

11.7 Obligations of the Caterer

- The caterer shall provide management services in respect of quality and quantity control as well as supervision of the preparation and serving of food.
- The caterer shall manage and control its staff, in the concerned premises where the function is to be catered for.
- Caterers to cater upon receiving of an official order.
- Claims for payments shall be submitted on official invoices.

11.8 Maintaining Directorate/District Property

- The caterer shall be responsible for any loss or damage to the facilities and equipment caused by the negligence of the Caterer and its employees.
- Replacement will be at the discretion of the directorate involved.
- The caterer shall notify the department at the earliest opportunity of any damages/challenges.

11.9 Meal Times

- Caterers are expected to serve meals at the precise time as agreed upon.
- Late delivery of meals is not acceptable and the caterer should co-ordinate with the contact person to keep track of meal times.

11.10 Quality of Food

11.11 Presentation

- The caterer must comply with the following:
- Food should be appetizing
- Food must be pleasing to the eye (colour, shape and texture must compliment one another).

11.12 Taste

- All meals served may be tasted and approved by the department representative.
- Customer preferences must be taken into account.
- Religious preferences to be considered.
- Apply healthy cooking methods in all instances e.g limited sugar and salt.

11.13 Texture

11.13.1 Red and white meat

- Must not be dry and stringy.



- Must be juicy and tender.
- Food must not be over/under cooked.
- All saucy dishes will not be oily and must be correctly balanced in terms of sauce and meat.
- Trim excess fat.
- All meat must be fresh and safe for human consumption.

11.13.2 Vegetables and Starches

- According to customer preference.
- Food must be palatable
- Two vegetables of the same colour may not served on the same meal.
- Two vegetables of the same type may not be served on the same meal (broccoli and cauliflower).
- Vegetables may not be the same colour as the protein or starch e.g rice and broccoli.

11.13.3 Sauces

- Must be smooth with no lumps.
- According to customer preference.

11.13.4 Service

- Each dish must have its own serving utensils.
- No food is to be served by hand or with the aid of fingers.
- The size of the serving utensils must be appropriate to the portions size (ladles for soup).
- Slotted spoons may not be used for serving sauce dishes.
- All fried and grilled items must be served with tongs only.
- Chips and other roasted or fried potatoes must be served with a tong or suitable scoop.
- Clean crockery and cutlery must be used at all times and it must be in a good condition.
- Glassware must be in a good condition and not chipped or cracked.
- All juices served must be 100% fruit juice, bottled/canned.
- Covered tooth Picks and serviettes must be available to guests.
- Servers must be clean and appropriately dressed and demonstrate professional approach at all times.

11.13.5 Temperature Control

- Food must not be reheated.
- Food must be kept warm.
- Cold food and beverages must be kept chilled.



11.13.6 Equipment Requirements

- Caterers must determine their equipment needs according to the menu that is being served. Caterers are responsible to supply all catering equipment when catering for a function.

Equipment include the following:

Cutlery	Knives, Forks, Soup Spoons, Dessert Spoons, Butter Knives, Teaspoons
Crockery	Starter Plates, Entrée Plates, Main Meal Plates, Dessert Plates, Side Plates, Soup, Fish Plates
Glasses	Water, Fruit Juice
Coffee	Tea and Coffee Cups, Saucers
Table Linen	Table cloths, Overlays, Napkins/Serviettes
Service Equipment	Chaffing Dishes, Bowls, Serving Platters, Tongs, Butter Dishes, Serving Spoons, Forks and Knives etc.
Display	Caterers are responsible for well presentation of food and must provide their own decorations for displays

- Ensure that all the above items have been cleaned and correctly sanitized before use.
- Ensure crockery is not chipped or cracked and if so, remove from service.
- Ensure glassware is not chipped and cracked. Do not use if it is dirty
- Table cloth should be clean, freshly laundered and free of any marks or tears.
- Ensure all serving dishes have been cleaned and are free from cracks and damage.
- Teapots and coffee jugs need regular descaling inside to remove the tannin stains and water
- Cruets need to be emptied regularly and cleaned then dried and refilled.
- Cruets will become sticky if not washed regularly.
- Sugar containers will absorb moisture if not kept absolutely dry.
- Cutlery should be stored in divided trays away from any dust or grease.
- Glassware should be stored in inverted trays away from any dust or grease.
- Never touch food or the inside of glasses, cups, or plates.
- Sugar bowls, cups, and milk jugs, must not be picked up or carried with the hand over the top.
- Dishes, plates, glasses, etc. may not be cleaned or polished in the presence of guests.

12. OPENING OF BIDS

Bids will be opened publicly immediately/upon closing date and time stipulated. No faxed and e-mailed bids will be accepted. Bids delivered after the stipulated time and date will not be considered.



13. EVALUATION PROCESS

13.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Administration and bid Mandatory requirements	Functionality	Price and B-BBEE	Recommendation and Appointment
Compliance with administrative and bid mandatory requirements	Bids will be evaluated in terms of functionality	Bids evaluated in terms of the 80/20 preference system	Recommendation and appointment COGTA

Failure to comply with Phase I will invalidate the bid.

13.2 Phase I: Mandatory Requirements

During this phase Bidders' response will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

13.3 Registration on Central Supplier Database (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Are you a registered supplier on the Government's Central Supplier Database (CSD)?
(Yes/No)

Complete your registered CSD vendor number on the checklist.
Provide a copy of the CSD Registration "Summary Report".

Tax PIN

Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit SARS Tax Pin.

13.4 Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents. Non-compliance with this condition will invalidate the bid.

13.5 Phase II: Functionality Evaluation as per the Terms of Reference

Functionality will be evaluated according to published criteria.

Rating

Prospective bidders will be rated on each functionality criterion in accordance with the following



CRITERIA FOR FUNCTIONALITY	DOCUMENTS/PROOF TO BE ATTACHED	SCORE
<u>Bidder's relevant experience in the catering environment.</u>	Reference letters from previous clients indicating number of people catered for (Public/Private); value; date of the event(s); contact details of clients	30
<u>Demonstrated capacity of service provider to perform the service</u> Valid Health Certificate – in terms of building and equipment Transport Relevant qualification (Certificate) in hospitality management from institution of higher learning for key staff member	Certificate of acceptability = 40 Relevant tertiary qualification = 5	45
<u>The proximity (locality) of the service provider to the service district/centre:</u> Within a town/area = 25	Proof of residence or leasing agreement if not owning the property (12 Months)	25
TOTAL FOR FUNCTIONALITY:		100

NB: Please note that information provided will be verified, providing false information will lead to disqualification

- 13.6 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section.
- 13.7 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 13.8 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or rating bidders collectively on the scoresheet.
- 13.9 Any ***proposal not meeting the minimum score of 70 percent*** on the technical/functionality evaluation will be disqualified and not be further evaluated on price and BBBEE.
- 13.10 The Department reserves the right to determine the number of Catering Companies to be appointed to provide catering services and negotiate prices in line with the market.
- 13.11 Phase III: Preference Point System**



13.11.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to Bidders on the basis of:

- The bid price (maximum 80 points)
- Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor (maximum 20 points)

13.11.2 The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

13.11.3 A maximum of 20 points may be allocated to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13.11.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

13.11.5 The points scored by a Bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

13.11.6 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

13.11.7 Failure on the part of the Bidder to comply with paragraphs 14.3.4 and 14.3.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).



- 13.11.8 The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.
- 13.11.9 The points scored will be rounded off to the nearest 2 decimals.
- 13.11.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 13.11.11 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidder scoring the highest for functionality.
- 13.11.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 13.11.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 13.11.14 The bid may be allocated to more than one caterer.

14. OVERALL CRITERIA ON PRICE AND BBBEE

CRITERIA	MAXIMUM POINTS
Price	80
BBBEE Rating	20
Grand Total	100

15. ADJUDICATION OF THE BIDS

The adjudication of bids will be conducted in accordance with PPPFA 2017 and the SCM Policy Guideline, on price and functionality. The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: COGTA. The most acceptable offer will be the successful bidder. Preference will be given to Free State based companies.

16. AWARD OF CONTRACT

- 16.1 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal AND Departmental Website.
- 16.2 The Free State Cooperative Governance and Traditional Affairs reserves the right to award different items of the bid to more than one (1) service provider.

17. LATE BIDS

- 17.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration. Where practical bids will be returned unopened to the Bidder, further the Department will not be held accountable for any Bid documents lost or placed in the wrong bid box.



18. SUPPLIER DUE DILIGENCE

- 18.1 COGTA reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This may include site visits.

19. Financial Management

- 19.1 The Caterers must implement the rates negotiated by COGTA FS, subjected to cost containment measures.
- 19.2 The Caterers will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to department of COGTA for payment within 30 days.
- 19.3 Cost savings must be achieved.
- 19.4 The Caterers are responsible for the consolidation of invoices and supporting documentation to be provided to SCM on the agreed time period (e.g. weekly).
- 19.5 This includes attaching the Purchase Order and other supporting documentation to the invoices reflected on the Service provider.
- 19.6 COGTA will settle the service providers' accounts within the agreed payment terms.

20. NEGOTIATIONS

- 20.1 COGTA reserves the right to negotiate with the shortlisted Bidders a flat rate prior to award and with the successful Bidder/s post award based on market conditions.

21. CONFIDENTIALITY

- 21.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that he/she has been awarded the contract.
- 21.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State COGTA, except where authorized in writing to do so.
- 21.3 Free State COGTA agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required and/or authorized by law after awarding of the bid.

22. AGREEMENTS

- 22.1 A Service Level Agreement shall be entered into with the COGTA Free State to clarify specific operational provisions. The Service Level Agreement will be subject to the General Condition of Contract (GCC) and the Special Condition of Contract (SCC).
- 22.2 Should funds no longer be available to pay for the execution of the contract, the Department may terminate the contract in its own discretion or temporarily suspend all or



part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure.

23. JOINT VENTURE AGREEMENTS

- 23.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. Kindly complete attached **Annexure A** and register on the CSD as a Joint Venture.
- 23.2 Individual Entity/ies must all be registered on the CSD and after closing and/or awarding, register a Joint Venture or a Consortium on the CSD.

24. ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

- 24.1 Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the company, hereby certify that I take note and accept the above-mentioned Special Conditions of Contract and General Conditions of a Contract.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____) _____
(____) _____

Fax _____ of _____ company:

E-mail address: _____

Signed at: _____ on _____ 2022.

The bid Document together with the terms of reference are hereby approved for advertisement using competitive bidding system:

Approved by:

MR STR Ramakarane
Head of Department

Date: 28/10/2022



SECTION 3 GENERAL CONDITIONS OF A CONTRACT

NOTES

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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.



TABLE OF CLAUSES

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General Conditions of Contract

<p>1. Definitions</p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>"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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>"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.</p> <p>"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.</p> <p>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</p>
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	<p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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 sub bidders) 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.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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,</p>
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	<p>catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>



	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	<p>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.</p> <p>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.</p> <p>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</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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</p>



	<p>supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>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.</p> <p>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.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>



<p>13. Incidental services</p>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
<p>14. Spare parts</p>	<p>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:</p> <ul style="list-style-type: none"> (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: 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.
<p>15. Warranty</p>	<p>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.</p> <p>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</p>



	<p>source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
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 subbidder(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 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.</p>
	<p>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.</p> <p>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.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <p>(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</p>



	<p>purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p>
24. Anti-dumping and countervailing duties and rights	<p>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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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</p>
25. ForceMajeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>



27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>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 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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>The time mentioned in the contract documents for performing any act after</p>



	such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).</p> <p>If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.</p> <p>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.</p>



SECTION 4

ANNEXURE A

APPOINTMENT SERVICE PROVIDERS TO RENDER CATERING SERVICES FOR THE FREE STATE DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA) AND TO ALL DISTRICTS OF COGTA WITHIN THE PROVINCE FOR A PERIOD OF THREE YEARS FSCOGTA 001 OF 2022/2023

IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;

Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;

Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;

Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and

Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

SIGNED ON BEHALF OF BIDDER

Date: _____