



social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT CHECKLIST AND RETURNABLES

BID NC/SOC/003/2025: RENDERING OF FOOD SERVICES AT MARCUS MBETHA SINDISA CHILD & YOUTH CARE CENTRE – UPINGTON, IN THE ZF MGCAWU DISTRICT, FOR A PERIOD OF 36 MONTHS.

Document Name	Bidder to Tick (v) [where applicable]	For Office Use (SCM)
Administrative Compliance Requirements		
Standard Bidding Document (NCP 1): Invitation to Bid		
NCP 2 Tax Compliance Requirements		
IMPORTANT NOTE 1: Delivery address: Bidder took note and understood requirements		
IMPORTANT NOTE 2: Two phase evaluation: Bidder took note and understood requirements		
IMPORTANT NOTE 3: Requirements pertaining to bid documents: Bidder took note and understood requirements		
FUNCTIONALITY CRITERIA: Bidder took note of supporting documents to be submitted in order to be allocated points		
SPECIAL CONDITIONS OF CONTRACT [Annexure 1]: Bidder took note and will comply with requirements		
SPECIFICATIONS [Annexure 2]: Bidder took note and will comply with requirements		
MENU [Annexure 3]: Bidder took note and will comply with requirements		
NCP 3 Pricing Schedule – Day 1 of Menu: to be fully completed, signed and witnessed by both witnesses		
NCP 3 Pricing Schedule – Day 2 of Menu: to be fully completed, signed and witnessed by both witnesses		
NCP 3 Pricing Schedule – Day 3 of Menu: to be fully completed, signed and witnessed by both witnesses		
NCP 3 Pricing Schedule – Day 4 of Menu: to be fully completed, signed and witnessed by both witnesses		
NCP 3 Pricing Schedule – Day 5 of Menu: to be fully completed, signed and witnessed by both witnesses		
NCP 3 Pricing Schedule – Day 6 of Menu: to be fully completed, signed and witnessed by both witnesses		
NCP 3 Pricing Schedule – Day 7 of Menu: to be fully completed, signed and witnessed by both witnesses		
Inventory list [Annexure 4]: Bidder took note		
Broadsheets: Bidder took note		
NCP 4 Bidder's Disclosure (to be fully completed and signed)		
NCP 6.1 Preference Points claim form in term of the Preferential Procurement Regulations 2022 to be fully completed and signed		
GENERAL CONDITIONS OF CONTRACT: Bidder took note and understood requirements		

Document Name	Bidder to Tick (v) [where applicable]	For Office Use (SCM)
Mandatory Documents Required (Evaluation Criteria)		
Append a valid Tax Compliance Status (TCS) Pin and/or tax compliance status report on E-filing.		
Append a copy of Registrar of Companies & Close Corporations/ Companies and Intellectual Property Registration Office (CIPC), previously known as CIPRO at date and time of bid closure. CIPC certificate is not relevant in the case where a bidder is a sole proprietor		
Append copy[ies] of shareholders/ members Identity Documents at date and time of bid closure.		
Bidders are required to submit their Central Supplier Database (CSD) full report together with their bid documents in order for the Department to verify the supplier's / service providers' company details on CSD.		
Append a copy of relevant qualification (Hospitality management qualification / chef certificate) applicable to the food industry.		
Append written confirmation of experience in the food industry for at least more than two (2) years but not older than five (5) years. The evidence must be verifiable on a company letterhead indicating the names of contact persons, their contact details, stipulating the contract period as well as value of the contract and must be signed (reference letters).		
Bidders should submit (together with the bid document) a copy of their Annual Financial Statements for the company's last two financial years i.e. 2022/2023 & 2023/2024 as prepared, reviewed or audited by an independent and registered professional. The statements must be signed by both the service provider and accountant/book keeper.		
Bidders must submit proof of UIF registration and up to date payment thereof on the date and time of bid closure		
Food Tasting: Bidders will be required to prepare food for tasting chosen from the approved menu as provided for in the bid document. Food will be judged for flavour, taste, texture, display, doneness and scored as follows: • Excellent: 15 points • Good: 10 points • Poor: 5 points		

I, the undersigned bidder (full names & surname in print)

That all documents have been submitted on the day of closure of the bid

Signed at _____ on this _____ (day) of _____ (month) 2025

Office Use SCM Official/ Bid Committee Member

I, the undersigned (full names & surname in print), herewith confirm, after having scrutinised bidder's bid document

Date: _____

That all documents have been submitted on the day and time of bid closure



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE RENDERING OF FOOD SERVICES AT MARCUS MBETHA SINDISA CHILD & YOUTH CARE CENTRE, UPINGTON, IN THE ZF MGCAWU DISTRICT, FOR A PERIOD OF 36 MONTHS

BID NUMBER: **NC/SOC/003/2025**CLOSING DATE: **2025-11-14**CLOSING TIME: **11:00**VALIDITY PERIOD **120 DAYS**

The **PREFERRED** bidder(s) will be required to enter into a service level agreement with the Department

BID DOCUMENTS MAY BE POSTED TO: **Private Bag X 5042, Kimberley, 8300****OR**DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*): **Latlhi Mabilo Complex, Block C, 257 Barkly Road, Homestead, Kimberley.****Bidders should ensure that bids are delivered timely to the correct address. If the bid is late, it will not be accepted for consideration.**

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

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

NO FAXED OR E-MAIL BID DOCUMENTS WILL BE ACCEPTED.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

E-MAIL ADDRESS

CSD SUPPLIER NUMBER

VAT REGISTRATION NUMBER

HAS A VALID TAX COMPLIANCE STATUS (TCS) PIN CERTIFICATE and/or TAX COMPLIANCE STATUS REPORT ON E-FILING BEEN SUBMITTED?
(NCP 2) ☐ **YES** or ☐ **NO**

This bid will be evaluated using the 80/20 point system as required by the Preferential Procurement Regulations of 2022. Please refer to NCP 6.1 for the allocation of points for specific goal.

ARE YOU THE ACCREDITED REPRESENTATIVE **IN** SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?☐ **YES** or ☐ **NO**

IF YES, ENCLOSE PROOF – AN ORIGINALLY CERTIFIED COPY IS REQUIRED:



INVITATION TO BID

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TOTAL BID PRICE: R

ENQUIRIES MAY BE DIRECTED TO:

Department: Social Development, Northern Cape Provincial Government

Contact Persons for bid documents: Ms Bonolo Seretsi / Ms Nomsa Motube

Telephone number: 053 874 9203 / 9299

E-mail address: InternSCM1@ncpg.gov.za / InternSCM2@ncpg.gov.za

Contact person for technical specification: Me. Celeste Theron

Telephone number: 054 – 337 9029 / 9043 / 9818

E-mail address: vanwykc@ncpg.gov.za



TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the preferred bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet his / her tax obligations (written evidence of arrangements must be submitted with bid documents at closing date and time).
2. From 18 April 2016, the South African Revenue Services (SARS) has introduced an enhanced electronic Tax Compliance Status (TCS) system which makes it easier for bidders to obtain a TCS Pin which can be used by authorised third parties to verify your compliance status online via SARS e-Filing. In view of the above, a valid, printed tax compliance status Pin certificate and/or tax compliance status report on e-Filing **must** be submitted at closing date and time (bid document NCP 2 refers).
3. Bidders are required to submit the **printed**, valid Tax Compliance Status Pin Certificate in order for the Department to view supplier's tax profile.
4. Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify bidder's company details.
5. **The Department will reject any bid from a supplier who fails to provide written proof from SARS that the supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations.**
6. In instances where Consortia / Joint Ventures / Sub-Contractors are involved, **each party** must submit a separate, printed valid Tax Compliance Status Pin Certificate and/or tax compliance status report on e-Filing as well as CSD full reports.



IMPORTANT NOTICE

NOTE 1



PLEASE NOTE THAT THIS BID CLOSING AT:

DEPARTMENT OF SOCIAL DEVELOPMENT,
MIMOSA COMPLEX, 257 BARKLY ROAD, HOMESTEAD, KIMBERLEY.

TAKE NOTE:

BIDDERS THAT WISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK
DELIVERY TO

REGISTRY, BLOCK F:
DEPARTMENT OF SOCIAL DEVELOPMENT,
257 BARKLY ROAD,
HOMESTEAD,
LATLHI MABILO COMPLEX
KIMBERLEY
8301

AND NOT TO

THE PRIVATE BAG

BIDDERS MUST ALSO CONTACT THE REGISTRY,
DEPARTMENT OF SOCIAL DEVELOPMENT
 053 874 9100/9145/9200/9195/9194
STATING THE TRACKING NUMBER OF THE
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE
DELIVERED.

BID DOCUMENTS DEPOSITED ANY WHERE ELSE WILL BE
REGARDED AND TREATED
AS LATE BIDS.



IMPORTANT NOTICE

NOTE 2



The bid will be evaluated in two (2) phases.

1st Phase: Bidders' proposals will be scored for functionality as a criterion. Only bidders scoring 75% or more in respect of criteria for functionality will be considered to the next phase

2nd Phase: Bidder's scoring the highest points for price and specific goals



IMPORTANT NOTICE

NOTE 3



PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENT NCP 4: BIDDER'S DISCLOSURE

- ❖ **SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE,
or SUB-CONTRACTING
EACH ENTITY MUST DECLARE ITS INTERESTS ON A SEPARATE NCP 4
*OTHERWISE, THE BID SHALL BE INVALID.***

- ❖ **ATTACH A COPY OF ALL SHAREHOLDERS' IDENTITY DOCUMENTS.**

- ❖ **A COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES INVOLVED IN A
CONSORTIUM or JOINT VENTURE
THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY,
MUST ALSO BE ATTACHED TO BID DOCUMENTS.**

- ❖ **SEPARATE VALID TAX COMPLIANCE STATUS PIN CERTIFICATE OF PARTIES
INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-CONTRACTING MUST BE
ATTACHED TO BID DOCUMENTS.**

- ❖ **EACH PARTY INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-
CONTRACTING MUST SUBMIT SEPARATE CENTRAL SUPPLIER DATABASE (CSD) FULL
REPORTS**

- ❖ **A TRUST, CONSORTIUM OR JOINT VENTURE OR SUB-CONTRACTING MUST SUBMIT
A SEPARATE NCP 6.1 POINTS CLAIM FORM FOR EVERY SEPARATE BID.**



Department of Social Development
Northern Cape Provincial Government

Evaluation Criteria for Functionality: Food Services at Marcus Mbetha Child & Youth Care Centre, Upington

Bid No. NC/SOC/003/2025

CRITERIA	TOTAL POINTS
EXPERIENCE RELATED TO THE FOOD SERVICES INDUSTRY Written confirmation of experience in the food industry for at least more than two (2) years must be furnished together with the bid document. The evidence must be verifiable i.e. on a company letterhead indicating the names of contact persons, their contact details, stipulating the contract period as well as value of the contract and must be signed (reference letters). The letters must not be older than 5 years old	30
RELEVANT QUALIFICATION RELATED TO THE FOOD SERVICES INDUSTRY / HOSPITALITY Bidders must submit a copy of their relevant qualification (Hospitality management qualification/ Chef certificate) applicable to the food industry. This copy of the qualification applicable to the food industry must be submitted with the bid document at closing time and date.	10
SUBMISSION OF FINANCIAL STATEMENTS (2022/2023 & 2023/2024) Bidders should submit (together with the bid document) a copy of their Annual Financial Statements for the company's last two financial years i.e. 2022/2023 & 2023/2024 as prepared, reviewed or audited by an independent and registered professional. The statements must be signed by both the service provider and the accountant/book keeper.	20
Bidders must submit proof of UIF registration and up to date payment thereof on the date and time of bid closure	10
FOOD SERVICE TASTING Food Tasting: Bidders will be required to prepare food for tasting chosen from the approved menu as provided for in the bid document. Food will be judged for flavour, taste, texture, display, doneness and scored as follows: • Excellent: 15 points • Good: 10 points • Poor: 5 points	30
Total points	100

If 75% of functionality criteria are not met, a bid will not be considered for further evaluation.



Special Conditions of Contract: Rendering of Foods Services at
Marcus Mbetha Sindisa Child & Youth Care Centre (Upington)
Bid no.: NC/SOC/003/2025

1 GENERAL

- 1.1 Bid documents call for furnishing of information in a particular fashion.
- 1.2 All information required as per bid documents must be furnished – failure to comply shall invalidate the bid.
- 1.3 All bid documents must be duly signed and witnessed – failure to comply shall invalidate the bid.
- 1.4 Special conditions of this food services bid must be complied with, otherwise the bid shall be invalid.
- 1.5 Incomplete, alternative conditions or specifications other than those stipulated in the bid documents will not be considered. The Department is under no obligation to enter into correspondence in this regard.
- 1.6 The Department is not compelled to accept the lowest offer. The Department reserves the right to accept the bid(s) deemed to be in the best interest of the Department (DSD), the Youth Care Centre (Secure Care), as well as the Community at large.

2 RELEVANT QUALIFICATION AND EXPERIENCE RELATED TO THE FOOD SERVICES INDUSTRY

- 2.1 Bidders must submit a copy of their relevant qualification applicable to the food industry. This copy of the qualification applicable to the food industry must be submitted with the bid document at the time and date of bid closure.
- 2.2 Bidders are to submit prove relating to their experience in the food services industry in the form of reference letters together with the bid document. The evidence must be verifiable i.e. names of contact persons and their contact details must be indicated including period of the contract as well as contract value and must be signed, on the referee letter head.

3 ANNUAL FINANCIAL STATEMENTS FOR TWO CONSECUTIVE FINANCIAL YEARS

Bidders must submit (together with the bid document) a copy of their latest last two years financial statements i.e. 2022/2023 & 2023/2024 as prepared, reviewed or audited by an independent and registered professional.

- 4 Bidders must submit their proof of UIF registration and up to date payment thereof

5. NUMBER OF RESIDENTS

Occupants at the Child & Youth Care Centre are not permanent and the number will also fluctuate on a daily basis as the children are going to court etc. The preferred service provider will be notified timeously by the Administration Clerk responsible for the monitoring of the broadsheet regarding preparation of food for the residents in terms of numbers.



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6 FOOD SERVICE TASTING

Food Tasting: Bidders will be required to prepare food for tasting chosen from the approved menu as provided for in the bid document. Food will be judged for flavour, taste, texture, display and doneness.

7 REGISTRATIONS WITH REGISTRAR OF COMPANIES (CIPC)

Bidders must submit a copy of their certificate of confirmation of registration with the Registrar of Companies. The CIPC certificate is not relevant in the case where a bidder is a sole proprietor.

8 FOOD SERVICES STAFF

- 8.1 In all instances only local residents shall be employed by the preferred bidder. The appointment of the employees shall be the sole prerogative of the Service Provider, and such appointments must be done in accordance with the Service Provider's recruitment and selection policies. However, the preferred bidder(s) shall retain at least seventy percent (70%) of the currently employed staff per site as a means of sustaining livelihoods.
- 8.2 Salaries of food services' staff must be based on the Department of Labour's latest published minimum wages applicable to the food industry, available at the bid date. Bidders must make provision for relievers in their pricing structure.
- 8.3 The preferred bidder is obliged to register all employees for UIF.
- 8.4 All other prescripts of the Department of Labour e.g. sick, maternity, vacation leave, annual bonus, Injury on duty and other benefits shall be complied with.
- 8.5 Due to the high risk and sensitive environment at Child and Youth Care Centres (Secure Care), the preferred bidder shall ensure that their employees are security classified as a means of eliminating the risk of exposing residents to substances and tools that could potentially be harmful to themselves or other residents. The security classification is for the account of the preferred bidder and not the Department.
- 8.6 Shift rosters are required and the preferred bidder is to ensure that their employees report for duty on time every time.
- 8.7 Should an employee be absent from work; it is the duty of the preferred bidder to ensure that sufficient staff is on duty. Provision must be made for relieve staff. The Facility shall not be inconvenienced with meals that will not be served on the scheduled time or not according to the prescribed menu.
- 8.8 The preferred bidder shall remain fully and solely responsible for the safety of the food services' staff during official working hours.
- 8.9 Preferred bidder shall be liable for any claims in respect of injury to or death of foods services' staff or loss of property or damage to any property however caused and suffered by its staff or any third party.



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- 8.10 Preferred bidder shall indemnify and hold harmless the Northern Cape Provincial Government against any injury, death or loss of property or damage to any property however caused and suffered by its staff or any third party whilst performing official duties at residential care facilities.
- 8.11 Preferred bidder shall ensure that food services' staff is appropriately trained to prepare tasty, quality meals to residents as per the prescribed menu.
- 8.12 Preferred bidder shall issue their employees with suitable, identifiable uniforms and protective clothing. Preferred bidders should ensure that the conditions of employee's uniforms are compliant with Health & Safety standards at all times.

9 TRANSPORT FOR FOOD SERVICES STAFF

It is deemed in the interest of the preferred bidder and for the safety of its food services' staff that those who have to be on duty early in the morning to prepare breakfast and knocking off after supper was served, be transported from their residences to the residential care facility and *vice versa*. This is to prevent harm to food services' staff on their way to and from work as well as to ensure no disruption with regards to food preparation services.

10 STATUTORY COMPLIANCES

- 10.1 Preferred bidder shall comply with the statutes of parliament and the ordinances and regulations of provincial and local authorities applicable to the food services industry.
- 10.2 Should the Preferred bidder become non-compliant in any respect with regards to the statutes relevant to the rendering of food services, the relevant authorities shall be informed of such non-compliance by the NC Department of Social Development and the department shall be exempt from any and all losses, cost, damage or any other expense that may arise as a result of such non-compliance.
- 10.3 **Occupational Health and Safety Act Nr. 85 of 1993** and its regulations. Should the preferred bidder fail to take adequate precautions in terms of applicable legislation and not respond appropriately when requested to remedy an unsafe situation, the Department reserves the right to acquire the services of another service provider to remedy the situation. **Costs incurred as a result of involving a third party shall be for the account of the preferred bidder.**



Special Conditions of Contract: Rendering of Foods Services at
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11 PRICING

The following conditions shall be applicable and form an integral part of the bid:

- 11.1 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed in the Basic Conditions of Employment Act, 75 of 1997: Sectoral Determination 14: Hospitality Sector, South Africa effective 01 July 2007 as well as the National minimum wage act no. 9 of 2018
- 11.2 Bidders shall make provision in their price structure for relief staff.
- 11.3 **A fixed annual increase of 5% per annum shall be applicable to this bid.**
- 11.4 **Salaries/wages will be aligned with annual increases as published per Government Gazette.**
- 11.5 **Bidders are to take cognisance of the constant rising commodity prices when determining their pricing structure. Bidders shall make provision in their price structure for relief food services staff.**

12 KITCHEN EQUIPMENT AND UTENSILS

- 12.1 The preferred bidder shall utilise the residential care facility's kitchen equipment and utensils.
- 12.2 Should kitchen utensils go missing or kitchen equipment be out of order as a result of incorrect application (normal wear and tear excluded), the Department and preferred bidder shall agree on the replacement value of the utensils and/or equipment. Replacement value owed to the Department shall be deducted from amount due to the preferred bidder.
- 12.3 The preferred bidder shall ensure that the 02 x 48kg gas cylinders are filled at all times at the expense of the preferred bidder. Claim for refilling of gas to be submitted together with the monthly invoice under goods and services, verified by the Administration Clerk.

13 OBLIGATIONS OF PREFERRED BIDDER AND DEPARTMENT

- 13.1 Preferred bidder shall render the food service on a 24/7 basis for 365 days per annum for the duration of the contract.
- 13.2 After-hours admissions shall be served a nutritional snack (**standardised meal pack**).
- 13.3 The Food Services Invoice together with the Broadsheet shall be submitted on the last day of the month i.e. 31st for that current month's payment to the **Manager: Marcus Mbetha Sindisa Child & Youth Care Centre**. Invoices for salaries and overheads [goods & services] must be submitted on the 15th of each month.
- 13.4 **The Manager: Marcus Mbetha Sindisa Child & Youth Care Centre**, or the designated **Administrative Official** shall check and verify the invoices against the register for residents admitted to the Centre that specific timeframe, certify the invoice as correct and submit it to SCM: Provincial Office for processing to **Finance** and electronic bank transfer before the last working day of the month.



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- 13.5 The Department is obliged to effect payment within 30 days after receipt of the **original, correct** and **certified** invoice. The Department will not be liable for delays caused by incorrect invoices submitted by the preferred bidder.
- 13.6 Preferred bidder shall be responsible for payment to all its suppliers, overhead expenditure, payment of salaries and removal of pigswill. The Centre's management must be informed when the Kitchen staff's salaries have been paid on a monthly basis.
- 13.7 Preferred bidder shall comply with general acceptable accounting practices and shall keep record for annual audit and verification purposes.
- 13.8 Food Services – including special diets prescribed by a medical practitioner or dietician – as well as according to religious requirements.
- 13.9 Preferred bidder shall take note of, keep a list of allergies and report such.

14 LIAISONS BETWEEN PREFERRED BIDDER AND MANAGEMENT OF RESIDENTIAL CARE FACILITIES

- 14.1 The preferred bidder's Operational Manager(s) and/or Manager: Marcus Mbetha Sindisa Child & Youth Care Centre or another designated official (CorFin Manager) shall be the liaison between the two (2) parties.
- 14.2 The Head: CorFin and the Centre Manager shall monitor quality of supplies and meals as to ensure that supplies, ingredients, meals and food services are compliant with special conditions and specifications of the food services' contract.
- 14.3 A representative of the Department of Social Development, may at any reasonable time inspect the financial records of the preferred bidder i.e. accounts, invoices, purchases, receipts, bank statements and other financial records regarding the rendering of food services.

15 ACQUISITION, SUPPLY AND DELIVERY OF FOOD STUFFS AND FRESH PRODUCTS

- 15.1 The preferred bidder shall be in a financial position to purchase food stuffs for the preparation of meals as per the standard menu for the first month in which the food services contract commences.
- 15.2 Preferred bidder undertakes to acquire all food stuffs, fresh products and other ingredients for the proper fulfilment of its food services and managerial functions.
- 15.3 If required, the preferred bidder undertakes to submit the food to both quality and quantity control inspection and testing of menu specifications by a relevant designated official (including from the provincial office), health inspector or dietician.
- 15.4 Should the quality and quantity of food served to residents not comply with specifications, the Department may immediately terminate the contract by means of written notification without prejudice.



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- 15.5 Food shall be prepared on a conventional cooking system.
- 15.6 Menu of the day shall be displayed at the entrance of the dining hall in a suitable fashion.
- 15.7 **Amendments to the prescribed approved menu are not permissible.**

16 MEALS FOR SPECIAL OCCASIONS

- 16.1 Meals for special occasions *inter alia* refers to Easter, Christmas and New Year periods.
- 16.2 **Menus for special occasions** shall be approved by the Manager: Marcus Mbetha Sindisa Child & Youth Care Centre, and will be paid by the Department over and above regular meals.
- 16.3 The preferred bidder shall maintain separate accounting records for every such event.

17 INTERNAL TELECOMMUNICATION BETWEEN PREFERRED BIDDER AND MANAGEMENT OF RESIDENTIAL CARE FACILITIES

- 17.1 Marcus Mbetha Sindisa Child & Youth Care Centre's management shall provide and maintain an internal telecommunication system between the preferred bidder and management.
- 17.2 However, the preferred bidder shall be responsible for telecommunication costs with its suppliers and employees.

18 HYGIENIC STANDARDS IN THE KITCHEN

- 18.1 The preferred bidder is responsible for sound hygienic standards of all surfaces in the kitchen and dining areas – including windows, equipment, fixtures, fittings, kitchen drains, crockery and cutlery. The preferred bidder shall install own hand soap & hand towel dispensers.
- 18.2 Food services staff shall be free from infectious and transmissible diseases, clean and neatly dressed at all times. Medical certificates pertaining to the general health of food services staff shall be obtained annually by the preferred bidder at own cost.
- 18.3 Health officers of the local municipality may carry out inspections – the preferred bidder is to be knowledgeable of the local municipality's standard requirements in this regard.
- 18.4 The Department reserves the right to implement – within reason – rules and internal controls regarding safety, as well as the upkeep and maintenance of hygienic standards, to all areas designated to the preferred bidder for the rendering of food services. It is expected that the preferred bidder will ensure regular sanitising of the kitchen area.



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19 SECURITY MEASURES

- 19.1 The preferred bidder and food services staff enter the premises of the child & youth care centre at their own risk.
- 19.2 The preferred bidder shall ensure that their food services staff complies with the Department's security measures and prescripts. **All food services staff, as well as all relief-and replacement staff, in the employ of the preferred bidder(s) shall obtain security clearance from SAPS.** Originally certified copies of such security clearances shall be submitted to: Security Management: Social Development within 21 days of commencement of contract for contract management purposes
- 19.3 The preferred bidder shall submit all particulars of their food services staff to the Manager: Marcus Mbetha Sindisa Child & Youth Care Centre, for access and security control.
- 19.4 All changes in food services staff shall be brought in writing to the attention of the Manager at Marcus Mbetha Sindisa Child & Youth Care Centre
- 19.5 Unidentifiable food services staff shall be denied access to the premises.
- 19.6 The preferred bidder and its staff is prohibited from divulging any information concerning the State, Northern Cape Provincial Government, Department of Social Development and its child & youth care centre to any third party – should it be the public or the media.
- 19.7 Without prejudice to the preferred bidder's right to recruit and screen its food service staff, the Department reserves the right to indicate to the preferred bidder the individual or number of food services staff that may pose threat to security, health or safety of the residents or officials of the residential care facility. The Department shall give a written directive to the preferred bidder in this regard.
- 19.8 All food services staff will be vetted by the Institution against the National Register for Sexual Offences. Both Form 29 (Inquiry by employer Re: Part B of the National Child Protection Register) and Form 30 (Inquiry by person Re: National Child Protection Register). Contracts of those Food Service Staff whose names appear on the Sexual Offences Register will be terminated with immediate effect.

20 FIRE AND SAFETY

- 20.1 The preferred bidder shall ensure that all food services staff is knowledgeable and skilled in handling fire hazards and fully aware of where fire extinguishers are situated, as well as fire drill procedures of the place of safety.
- 20.2 It is the responsibility of the preferred bidder to ensure that fire extinguish equipment is in working order, whilst the Department is to ensure that fire equipment is serviced on schedule.
- 20.3 The preferred bidder shall ensure that all electrical and gas appliances and equipment are in good working order and that it will not affect the earth leakage system or pose a threat to any of its food services staff in the executing of their duties.



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- 20.4 The preferred bidder is to inform management of the child & youth care centre of suspected leaks or faults to gas or electrical appliances and equipment.
- 20.5 Failure to comply with sub-paragraph 20.4 shall result in the preferred bidder being held liable for all claims and damages incurred to faulty gas or electrical appliances and equipment.
- 20.6 No unauthorised persons shall be allowed to access the kitchen. Authorised persons will be identified as per the discretion of the facility manager.
- 20.7 The Marcus Mbetha Sindisa Child & Youth Care Centre Kitchen will be entrusted in the care of the preferred bidder for the sole use of only DSD and essentially the Child & youth care centre's daily functioning and residential needs.

21 SAFE STORAGE

- 21.1 The preferred bidder shall store detergents away from groceries and other food stuffs.
- 21.2 The preferred bidder is to ensure that their stock, cleaning equipment and detergents are safely stored.

22 LAUNDRY & CLEANING SERVICES

The preferred bidder and their food services staff are responsible for washing and ironing of their staff's uniforms, and ensuring that the kitchen and its utensils are clean and hygienic at all times.

23 TRAINING OF FOOD SERVICES STAFF

The preferred bidder is responsible for training of their food services staff on an on-going basis with a view of rendering a qualitative and efficient food service.

24 INDEMNITY

The preferred bidder shall indemnify the residential care facilities and the Department against loss or damage of its stock.

25 HOUSING

The Department is under no obligation to provide housing or accommodation for the preferred bidder or their food services staff.



Special Conditions of Contract: Rendering of Foods Services at
Marcus Mbetha Sindisa Child & Youth Care Centre (Upington)
Bid no.: NC/SOC/003/2025

26 UNREST AND CLOSURE OF CHILD & YOUTH CARE CENTRE

- 26.1 In the event of temporary closure of any of the residential care facilities due to residential or other problems the Department shall be liable for monthly payment of salaries in accordance with the bid offer and contract.
- 26.2 Should the preferred bidder experience labour unrest, they shall remain liable for the rendering of food services to residential care facilities irrespective of how the situation may affect the preferred bidder staff or management.
- 26.3 Should the kitchen at Marcus Mbetha Sindisa Child & Youth Care Centre, become inaccessible due to a natural disaster or fire damage, the parties shall agree to use suitable, alternative premises for preparation of meals.

27 MEALS FOR FOOD SERVICES STAFF

If the preferred bidder is of the opinion that food services staff is entitled to meals during shifts, such costs shall be for the preferred bidder's account.

28 REFUSE AND PIGSWILL

It is the preferred bidder responsibility to bag refuse and pigswill into the child & youth care centre's waste removable receptacles.

29 BRANDING

Preferred bidder may only display their brand name(s) in the areas designated to them for rendering of food services at the child & youth care centre.

30 TERMINATIONS OF CONTRACT

- 30.1 The Department reserves the right to terminate the contract in the event that the Marcus Mbetha Sindisa Child and Youth Care Centre (Secure Care) facility was to close down permanently.
- 30.2 Should a situation as per sub-paragraph 30.1 arise, the Department shall give preferred bidder three (3) months written notice of intent.



Specifications: Rendering of Foods Services at

Marcus Mbetha Sindisa Child & Youth Care Centre, ZF Mgcawu District

NC/SOC/003/2025

- 1 QUALITY OF MEAT AND MEAT PRODUCTS (mass specified for minimum requirements is for cooked edible mass only – mass excludes bone, fat and skin)**
 - 1.1 Not more than 20% of a meat portion (cooked mass) shall be replaced by a textured vegetable protein e.g. soy of an acceptable quality. The Department reserves the right to request written proof of pre-test of the meat and/or meat product.
 - 1.2 The grade for mutton or beef shall be B1 or higher than B1. Lower grades are not acceptable.
 - 1.3 The fat content of mutton and beef products shall have a total animal fat content of not more than 20% i.e. only 5% visible fat.
 - 1.4 Patties and meat pies shall not consist of more than 10% acceptable textured vegetable protein such as soy.
 - 1.5 Meat served to children / youth of Muslim religion must be purchased from a Muslim Butcher and prepared with separate kitchen utensils and cooked in separate pots.
 - 1.6 Pork meat may not be served at any of the residential care facilities.
- 2 FISH**

Frozen fish cakes shall contain at least 90% fish.
- 3 VEGETABLES AND FRUIT**
 - 3.1 Only choice grade frozen vegetables may be used for vegetable dishes.
 - 3.2 Caterer's grade frozen vegetables may be used for soups and stews.
 - 3.3 Fresh fruit and vegetables shall be of high quality.
 - 3.4 Choice or standard grade dried fruit shall be used.
 - 3.5 Any in season fruit shall be served at supper – provided that a variety is served during a particular season.
 - 3.6 An average acceptable portion size of fresh fruit (± 170 g i.e. one [1] medium or two [2] small fresh fruit), or when cubed e.g. water melon, spanspek or paw-paw: ± 125 ml.
 - 3.7 Potatoes, sweet potatoes, sweet corn, cur corn and baked beans (salad beans) are starch.
- 4 JUICE AND SQUASH (may be served in summer as an alternative to coffee and tea)**
 - 4.1 Fruit juice shall be 100% pure fruit juice.
 - 4.2 Cool drink squash shall contain no less than 6% pure fruit juice.
- 5 SPREADS**
 - 5.1 Only choice grade margarine may be used as it contains vegetable and not animal oil.
 - 5.2 No white margarine may be used.
 - 5.3 Polyunsaturated margarine of 40% must be used for special diets due to medical reasons.
 - 5.4 A variety of at least four (4) jams shall be offered.
 - 5.5 Honey and/or golden syrup may be used.
 - 5.6 Fish paste, peanut butter and marmite may be used.



Specifications: Rendering of Foods Services at

Marcus Mbetha Sindisa Child & Youth Care Centre, ZF Mgcawu District

NC/SOC/003/2025

6 MILK AND MILK PRODUCTS

- 6.1 Only pasteurized, fresh, full cream milk may be used.
- 6.2 Milk blends or coffee creamers/whiteners may not be used.
- 6.3 Powdered skimmed milk products may only be used for cooking purposes and shall be reconstituted according to manufacturer's specifications i.e. 100g skimmed milk powder per litre water.
- 6.4 Only first grade cheese may be used.

7 BREAD

- 7.1 Brown and/or whole wheat bread shall be used.
- 7.2 Scones/muffins/rolls/buns may be used as substitutes for bread once per week.

8 COFFEE AND TEA

- 8.1 Good quality ground and instant coffee that does not contain more than 25% chicory shall be used.
- 8.2 No caters' grade "ready-mixed" sachets coffee/tea, sugar and creamers may be used.
- 8.3 Good quality Ceylon tea and choice quality Rooibos tea shall be used alternately.

9 BISCUITS AND RUSKS

- 9.1 Only choice grade rusks and biscuits may be used.
- 9.2 A variety of biscuits and rusks are to be used.

10 GENERAL

- 10.1 Meals shall be balanced to accepted international standards i.e. three (3) to five (5) food groups per meal.
- 10.2 When food is prepared, combinations of colour, flavour, texture, cooking method and variety of food items must be considered as well as the eating culture of residents.
- 10.3 Prepared soup powder may not be used for gravies.
- 10.4 Lunch packs shall be equivalent in quantity and quality to the served meal it replaces.



Sundays ONLY

MARCUS MBETHA SINDISA CHILD & YOUTH CARE CENTRE

1 DAILY SNACKS:

Afternoon at 15:00 – 2 x slices brown bread (alternating with 1 x roll or 2 x muffins/scones/buns/vetkoek) with spread and jam, as well as juice in summer and tea in winter OR fresh fruit in summer or soup in winter.

2 TIME TABLE FOR SERVING OF MEALS

Breakfast: weekdays	07:30 to 08:00
Breakfast: weekends & public holidays	07:30 to 08:00
Morning Tea OR Juice & snack	11:00 to 11:30
Lunch	13:00 to 13:30
Supper	19:00 to 19:30
Late night snack	20:00 to 20:30
Snack for young people (at court)	May be prepared in advance – provided sandwiches are wrapped to keep it fresh.

IMPORTANT NOTES:

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- Non-firm prices – including prices subject to rate of exchange variations – will not be accepted.
- Annual escalation will be fixed at 5 percent (5%) for duration of the 36 month contract
- **Bidders are to take cognisance of the constant rising commodity prices when determining their pricing structure. Bidders shall make provision in their price structure for relief food services staff.**
- Prices must include value added tax (VAT).
- Bidders may only include VAT in the price if they are registered for VAT.
- Use only black ink to complete this form (NCP 3)
- This NCP 3 – Pricing Schedule form must be fully completed, signed and witnessed

Name of Bidder:	
Bid Number: NC/SOC/003/2025	
Closing date: 14 November 2025	Closing time: 11:00
Validity of Offer: 120 days	

Price offer per meal, snack & beverages - excluding salaries and overhead expenditure						
DAY 1 [as per Menu]						
Cost per person per day for 1st 12 x months				Cost per person for 1st 12 x months		
1	2	3	4	5	6	3
Breakfast	Morning Tea OR Juice & snack	Lunch	Supper	Evening Snack	Total cost per person per day	Maximum number of Residents: 40 (ages 07 to 18 male & female)
						Operating days per annum: 365
R	R	R	R	R	R	Estimated cost of meals per annum
						365
						R

Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R		R	Total: salaries for 1st 12 x months
		Total salaries per month			

Personnel Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months		
	Per month	1st 12 months
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R
Transport for employees on early morning shift as a safety precaution	R	R
Detergents and cleaning equipment	R	R
Overhead cost per month (including profit, admin etc.)	R	R
Total expenditure per month	R	R
		Total expenditure 1st 12 x months

1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee

Refilling of 2 x 48kg gas cylinders

R..... / each R..... X 2

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

SPECIAL MEALS

Price per special meal e.g. dinner e.g. Easter and Christmas:

Menu: Easter: Pickled fish, rice/mash potato, easter eggs, hot cross buns, 250ml fruit juice

Christmas: Grilled chicken, mutton stew, rice, 1 x seasonal vegetable, x 1 salad, 250ml fruit juice,

pudding / jelly & custard

R.....

Price per unforeseen meal e.g. late admission: R.....

Menu: Sandwich [alternating with cheese, tuna etc], 1 x seasonal fruit, tea/coffee/fruit juice

Price per individual braai pack - including packaging and wrap:

Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice

R.....

Price per lunch pack - including packaging & wrap: R.....

e.g. long distance travel
Menu: Cheese sandwich, Muffin, Packet of mini bakers cheddar cheese biscuits 33g, Jungle energy bar 47g, 01 x 70g yoghurt, seasonal fruit & 250ml fruit juice

EVALUATION CRITERIA:

- 1 The preferred bidder(s) may not submit variation orders afterwards – prices offered are fixed.
- 2 Bidders are required to submit the printed, **valid Tax Compliance Status PIN letter** in order for the Department to view supplier's tax profile. **This certificate together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.** [Refer to NCP 2]
- 3 Append a copy of **company registration certificate with CIPC previously known as CIPRO certificate**. CIPC certificate is not relevant in the case where a bidder is a sole proprietor.
- 4 Append a copy of the **Directors/Shareholders/Owners Identity Documents**.
- 5 Bidders are required to submit their **detailed Central Suppliers Database (CSD) registration report** (not the summary report) together with the bid document. The date of the report must be the latest i.e. at least 5 days before bid closure.
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- 7 Written confirmation of experience in the food industry for at least more than two (2) years must be furnished together with the bid document. The evidence must be verifiable i.e. on a company letterhead indicating the names of contact persons, their contact details, stipulating the contract period as well as value of the contract and must be signed (reference letters).
- 8 Bidders should submit (together with the bid document) a copy of their Annual Financial Statements for the company's last two financial years i.e. 2022/2023 & 2023/2024 as prepared, reviewed or audited by an independent and registered professional.
- 9 Bidders must submit proof of UIF registration and up to date payment thereof on the date and time of bid closure
- 10 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for in the Basic Conditions of Employment Act, 75 of 1997: Sectoral Determination 14: Hospitality Services as well as National Minimum Wage Act
- 11 Salaries/wages must be aligned with annual increases as published per Government Gazette
- 12 A two-stage bidding process will be followed, where the first stage involves minimum percentage qualification for functionality as a criterion and the second stage price and specific goals points
- 13 This bid will be evaluated and adjudicated in terms of the 80/20 point system prescribed by the Preferential Procurement Policy Framework Act, 05 of 2000 and its revised Regulations 2022. 80 Points for price, 20 points for specific goals. In order to qualify for the latter, kindly refer to NCP 6.1 for the allocation of points.

14

CONFIRMATION OF PRICES

I, the undersigned (full names & surname in print):

.....

Certify that the prices offered are firm for the 1st twelve (12) months and that I have read all directives on this price schedule, NCP 3.

SIGNED AT.....ON THIS..... DAY OF (month) 2025

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

AS WITNESS

1.....

SIGNATURE: WITNESS

WITNESS: PRINT NAME & SURNAME

2.....

SIGNATURE: WITNESS

WITNESS: PRINT NAME & SURNAME

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Name of Bidder:
Bid Number: NC/SOC/003/2025
Closing date: 14 November 2025
Validity of Offer: 120 days
Closing time: 11:00

Price offer per meal, snack & beverages - excluding salaries and overhead expenditure									
DAY 2 [as per Menu]									
Cost per person per day for 1st 12 x months					Cost per person for 1st 12 x months				
1	2	3	4	5	6	7	1	2	3
Breakfast	Morning Tea OR Juice & snack	Lunch box (school children)	Lunch	Supper	Evening Snack	Total cost per person per day	Maximum number of Residents: 40 (ages 07 to 18 male & female)	Operating days per annum: 365	Estimated cost of meals per annum
R	R	R	R	R	R	R	65	365	R

Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	Total: salaries for 1st 12 x months
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R		R	
		Total salaries per month			

Personnel Expenditure per annum	
Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months		
	Per month	1st 12 months
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R
Transport for employees on early morning shift as a safety precaution	R	R
Detergents and cleaning equipment	R	R
Overhead cost per month (including profit, admin etc.)	R	R
Total expenditure per month	R	R
		1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee
Total expenditure 1st 12 x months		

Refilling of 2 x 48kg gas cylinders

R..... / each R..... X 2

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

SPECIAL MEALS

Price per special meal e.g. dinner e.g. Easter and Christmas:

Menu: Easter: Pickled fish, rice/mash potato, easter eggs, hot cross buns, 250ml fruit juice
Christmas: Grilled chicken, mutton stew, rice, 1 x seasonal vegetable, x 1 salad, 250ml fruit juice, pudding / jelly & custard
R..... Price per unforeseen meal e.g. late admission: R.....
Menu: Sandwich [alternating with cheese, tuna etc], 1 x seasonal fruit, tea/coffee/fruit juice

Price per individual braai pack - including packaging and wrap:

Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice
R..... Price per lunch pack - including packaging & wrap
e.g. long distance travel
Menu: Cheese sandwich, Muffin, Packet of mini bakers cheddar cheese biscuits
33g, Jungle energy bar 47g, 01 x 70g yoghurt, seasonal fruit & 250ml fruit juice
R.....

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Name of Bidder:	
Bid Number:	NC/SOC/003/2025
Closing date:	14 November 2025
Validity of Offer:	120 days
Closing time:	11:00

Price offer per meal, snack & beverages – excluding salaries and overhead expenditure	DAY 3 [as per Menu]
--	---------------------

Cost per person per day for 1st 12 x months							Cost per person for 1st 12 x months		
1	2	3	4	5	6	7	1	2	3
Breakfast	Morning Tea OR Juice & snack	Lunch box (school children)	Lunch	Supper	Evening Snack	Total cost per person per day	Maximum number of Residents: 40 (ages 07 to 18 male & female)	Operating days per annum: 365	Estimated cost of meals per annum
R	R	R	R	R	R	R	65	365	R

Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R		R	
Total salaries per month			Total: salaries for 1st 12 x months		

Personnel Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months		
	Per month	1st 12 months
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R
Transport for employees on early morning shift as a safety precaution	R	R
Detergents and cleaning equipment	R	R
Overhead cost per month (including profit, admin etc.)	R	R
Total expenditure per month	R	R
		1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee
Total expenditure 1st 12 x months		

Refilling of 2 x 48kg gas cylinders

R..... / each R..... X 2

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

SPECIAL MEALS

Price per special meal e.g. dinner e.g. Easter and Christmas:

Menu: Easter: Pickled fish, rice/mash potato, easter eggs, hot cross buns, 250ml fruit juice
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Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice
R..... Price per lunch pack - including packaging & wrap
e.g. long distance travel R.....
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IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:
AS WITNESS

1.....

SIGNATURE: WITNESS

WITNESS: PRINT NAME & SURNAME

2.....

SIGNATURE: WITNESS

WITNESS: PRINT NAME & SURNAME

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Bid Number: NC/SOC/003/2025	
Closing date: 14 November 2025	
Validity of Offer: 120 days	
Closing time: 11:00	

Price offer per meal, snack & beverages - excluding salaries and overhead expenditure						
DAY 4 [as per Menu]						
Cost per person per day for 1st 12 x months						
1	2	3	4	5	6	7
Breakfast	Morning Tea OR Juice & snack	Lunch box (school children)	Lunch	Supper	Evening Snack	Total cost per person per day
R	R	R	R	R	R	R
Maximum number of Residents: 40 (ages 07 to 18 male & female)						Operating days per annum: 365
65						Estimated cost of meals per annum
365						R

Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R		R	Total: salaries for 1st 12 x months
		Total salaries per month			

Personnel Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months			
	Per month	1st 12 months	1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R	
Transport for employees on early morning shift as a safety precaution	R	R	
Detergents and cleaning equipment	R	R	
Overhead cost per month (including profit, admin etc.)	R	R	
Total expenditure per month	R	R	Total expenditure 1st 12 x months

Refilling of 2 x 48kg gas cylinders

R..... , / each R..... X 2

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

SPECIAL MEALS

Price per special meal e.g. dinner e.g. Easter and Christmas:

R..... Price per unforeseen meal e.g. late admission: R.....

Menu: Easter: Pickled fish, rice/mash potato, easter eggs, hot cross buns, 250ml fruit juice

Menu: Sandwich [alternating with cheese, tuna etc], 1 x seasonal fruit,

Christmas: Grilled chicken, mutton stew, rice, 1 x seasonal vegetable, x 1 salad, 250ml fruit juice,

tea/coffee/fruit juice

pudding / jelly & custard

Price per individual braai pack - including packaging and wrap:

R..... Price per lunch pack - including packaging & wrap

Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice

e.g. long distance travel

Menu: Cheese sandwich, Muffin, Packet of mini bakers cheddar cheese biscuits

33g, Jungle energy bar 47g, 01 x 70g yoghurt, seasonal fruit & 250ml fruit juice

EVALUATION CRITERIA:

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- Annual escalation will be fixed at 5 percent (5%) for duration of the 36 month contract
- **Bidders are to take cognisance of the constant rising commodity prices when determining the food services staff.**
- Prices must include value added tax (VAT).
- Bidders may only include VAT in the price if they are registered for VAT.
- Use only black ink to complete this form (NCP 3)
- This NCP 3 – Pricing Schedule form must be fully completed, signed and witnessed

Name of Bidder:
Bid Number: NC/SOC/003/2025
Closing date: 14 November 2025
Validity of Offer: 120 days
Closing time: 11:00

Price offer per meal, snack & beverages - excluding salaries and overhead expenditure
DAY 5 [as per Menu]

Cost per person per day for 1st 12 x months							Cost per person for 1st 12 x months		
1	2	3	4	5	6	7	1	2	3
Breakfast	Morning Tea OR Juice & snack	Lunch box (school children)	Lunch	Supper	Evening Snack	Total cost per person per day	Maximum number of Residents: 40 (ages 07 to 18 male & female)	Operating days per annum: 365	Estimated cost of meals per annum
R	R	R	R	R	R	R	65	365	R

Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R	R	R	
Total salaries per month			Total: salaries for 1st 12 x months		

Personnel Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months		
	Per month	1st 12 months
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R
Transport for employees on early morning shift as a safety precaution	R	R
Detergents and cleaning equipment	R	R
Overhead cost per month (including profit, admin etc.)	R	R
Total expenditure per month	R	R
		1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee
Total expenditure 1st 12 x months		

R..... / each R..... X 2

Refilling of 2 x 48kg gas cylinders

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

SPECIAL MEALS

Price per special meal e.g. dinner e.g. Easter and Christmas:

Menu: Easter: Pickled fish, rice/mash potato, easter eggs, hot cross buns, 250ml fruit juice
Christmas: Grilled chicken, mutton stew, rice, 1 x seasonal vegetable, x 1 salad, 250ml fruit juice, pudding / jelly & custard

R..... Price per unforeseen meal e.g. late admission: R.....
Menu: Sandwich [alternating with cheese, tuna etc], 1 x seasonal fruit, tea/coffee/fruit juice

Price per individual braai pack - including packaging and wrap:

Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice

R..... Price per lunch pack - including packaging & wrap
e.g. long distance travel R.....
Menu: Cheese sandwich, Muffin, Packet of mini bakers cheddar cheese biscuits 33g, Jungle energy bar 47g, 01 x 70g yoghurt, seasonal fruit & 250ml fruit juice

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IMPORTANT NOTES:

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Name of Bidder:	
Bid Number: NC/SOC/003/2025	
Closing date: 14 November 2025	
Validity of Offer: 120 days	
Closing time: 11:00	

Price offer per meal, snack & beverages - excluding salaries and overhead expenditure									
DAY 6 [as per Menu]									
Cost per person per day for 1st 12 x months									
1	2	3	4	5	6	7	Cost per person for 1st 12 x months		
Breakfast	Morning Tea OR Juice & snack	Lunch box (school children)	Lunch	Supper	Evening Snack	Total cost per person per day	Maximum number of Residents: 40 (ages 07 to 18 male & female)	Operating days per annum: 365	Estimated cost of meals per annum
R	R	R	R	R	R	R	65	365	R

Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R	R	Total: salaries for 1st 12 x months	
		Total salaries per month			

Personnel Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months			
	Per month	1st 12 months	
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R	1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee
Transport for employees on early morning shift as a safety precaution	R	R	
Detergents and cleaning equipment	R	R	
Overhead cost per month (including profit, admin etc.)	R	R	
Total expenditure per month	R	R	Total expenditure 1st 12 x months

Refilling of 2 x 48kg gas cylinders R..... / each R..... X 2

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

SPECIAL MEALS

Price per special meal e.g. dinner e.g. Easter and Christmas:	R.....	Price per unforeseen meal e.g. late admission:	R.....
Menu: Easter: Pickled fish, rice/mash potato, easter eggs, hot cross buns, 250ml fruit juice		Menu: Sandwich [alternating with cheese, tuna etc], 1 x seasonal fruit,	
Christmas: Grilled chicken, mutton stew, rice, 1 x seasonal vegetable, x 1 salad, 250ml fruit juice, pudding / jelly & custard		tea/coffee/fruit juice	
Price per individual braai pack - including packaging and wrap:	R.....	Price per lunch pack - including packaging & wrap	R.....
Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice		e.g. long distance travel	
		Menu: Cheese sandwich, Muffin, Packet of mini bakers cheddar cheese biscuits 33g, Jungle energy bar 47g, 01 x 70g yoghurt, seasonal fruit & 250ml fruit juice	

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Bid Number: NC/SOC/003/2025	
Closing date: 14 November 2025	Closing time: 11:00
Validity of Offer: 120 days	

Price offer per meal, snack & beverages - excluding salaries and overhead expenditure	DAY 7 [as per Menu]
--	---------------------

Cost per person per day for 1st 12 x months							Cost per person for 1st 12 x months		
1	2	3	4	5	6	7	1	2	3
Breakfast	Morning Tea OR Juice & snack	Lunch box (school children)	Lunch	Supper	Evening Snack	Total cost per person per day	Maximum number of Residents: 40 (ages 07 to 18 male & female)	Operating days per annum: 365	Estimated cost of meals per annum
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Salaries: Food Services' Employees - 2 x shifts					
Designation	Number of staff per Designation	Monthly salary per Designation	13th Cheque	Salary per designation for 1st 12 x months - including 13th cheque	
Manager	1	R	R	R	
Supervisor	2	R	R	R	
Cook	4	R	R	R	
Cook Assistants	4	R	R	R	
Cleaners	4	R	R	R	
Totals	15	R	R	R	
Total salaries per month				Total: salaries for 1st 12 x months	

Personnel Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

Goods and Services: 1st 12 x months			
	Per month	1st 12 months	
Uniforms / protective clothing and foot gear (not more than 2 x uniforms per employee per annum	R	R	1 x set of uniforms for summer and 1 x set of uniforms for winter, per year, per employee
Transport for employees on early morning shift as a safety precaution	R	R	
Detergents and cleaning equipment	R	R	
Overhead cost per month (including profit, admin etc.)	R	R	
Total expenditure per month	R	R	Total expenditure 1st 12 x months

Refilling of 2 x 48kg gas cylinders

R..... / each R..... X 2

Goods and Services Expenditure per annum

Year 1 – first 12 months	R
Year 2 - from 13 th month 5% escalation	R
Year 3 – from 25 th month 5% escalation	R
Life cycle cost over 36 months	R

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R..... Price per unforeseen meal e.g. late admission: R.....
Menu: Sandwich [alternating with cheese, tuna etc], 1 x seasonal fruit, tea/coffee/fruit juice

Price per individual braai pack - including packaging and wrap:

Menu: Lamp Chop, wors sausage, 1 x salad, pap / buns, 250ml fruit juice

R..... Price per lunch pack - including packaging & wrap

e.g. long distance travel R.....
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WITNESS: PRINT NAME & SURNAME



Inventory list: Marcus Mbetha Sindisa Child and Youth Care Centre, Upington

NC/SOC/003/2025

Bidder's Name:

1 KITCHEN**1.1 FIXTURES**

	Description	Quantity	Condition
1	Stove Gas 06 burner	1	Good
2	Deep fryer oil electrical	1	Fair
3	Food processor mixer	1	Fair
4	Stand	1	Fair
5	Zink	2	Fair

1.2 EQUIPMENT

	Description	Quantity	Condition
1	Freezer electrical	1	broken
2	Microwave oven	1	New
3	Hot tray electrical	1	Fair
4	Electrical Potato peeler	1	Fair
6	Electrical pressure cooker heavy duty	1	Fair
7	Snack Witcher	1	Fair
8	Trolley	1	Good

1.3 FURNITURE

	Description	Quantity	Condition
1	Kitchen Table steel	4	Fair
3	Chair – plastic	4	Fair
4	Cupboard stationery steel	1	Fair

1.4 UTENSILS

	Description	Quantity	Condition
1	Pot – stainless steel	13	Fair
2	Pan – stainless steel	6	Fair
3	Jug – Plastic	1	Fair
4	Tray – stainless steel	3	Fair
5	Lifter - egg	1	Fair
6	Spoon - serving	2	Fair
7	Beater - egg	1	Fair
8	Grater	4	Fair
9	Strainer – stainless steel	2	Fair
10	Masher – potato	1	Fair



Inventory list: Marcus Mbetha Sindisa Child and Youth Care Centre, Upington

NC/SOC/003/2025

	Description	Quantity	Condition
11	Boards – cutting – wood & plastic	2	Fair
12	Opener – tin – industrial	1	Fair
13	Kettle – stainless steel	0	Fair
	- Plastic (electric)	0	Fair
14	Fork – serving	2	Fair

2 DINING ROOM**2.1 CROCKERY**

	Description	Quantity	Condition
1	Bowl – plastic	14 Porridge 14 Pudding	Fair
2	Plate – plastic	13	Fair
3	Glass – plastic	0	Fair
4	Jug – water (plastic)	0	Fair
5	Plate – side –plastic	20	Fair
6	Bowl - salad	0	Fair

2.2 CUTLERY

	Description	Quantity	Condition
1	Spoon Plastic	22	Fair
2	Spoon – tea Plastic	5	Fair
3	Fork Plastic	28	Fair
4	Knife	6	Fair
5	Egg beater	1	Fair
6	Saucer	0	Fair

2.3 TABLES AND CHAIRS

	Description	Quantity	Condition
1	Table – Wood	7	Good
2	Chairs – Wood	39	Good

Child and Youth Care Centres/Residential Care Facility: Month: 20.....

ACTUAL NUMBER OF MEALS PROVIDED								
Date	Breakfast	Lunch	Afternoon snack	Supper	Meals Packs	Initials: Rep Contractor	Initials: Rep Res. Care Facility	Stamp: Res. Care Facility
1								
2								
3								
4								CERTIFIED CORRECT Child and Youth Care Centres/Residential Care Facility:
5								
6								
7								Signature:
8								Print Name:
9								
10								
11								Designation / Rank:
12								
13								
14								
15								20 /
16								Date:
17								
18								
19								
20								For Contractor:
21								
22								
23								Signature:
24								
25								Print Name:
26								
27								
28								Designation / Rank:
29								
30								
31								20 /
32								Date:
Total meals								
Cost / meal	R	R	R	R	R			
Total cost	R	R	R	R	R		Amount Due:	R

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 with any person who is employed by the procuring institution? **YES/NO**

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.

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.

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.

NCP 4 (New revised 20220401)

- 3.5 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.
- 3.6 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.
- 3.7 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**

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

20

Specific Goal	Points allocated	Evidence (proof) to be submitted to claim the points
Youth	5	Bidders must submit the latest full Central Supplier Database [CSD] report. <u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>

Women	3	Bidders must submit the latest full Central Supplier Database [CSD] report. <u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>
People living with disabilities	2	Submission of signed-off letter by a Medical Practitioner [Doctor's letter] indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
Black bidder <i>[persons, or category of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability]</i>	10	Bidders must submit the latest full Central Supplier Database [CSD] report. <u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>
Total points	20	

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Youth	NOT APPLICABLE	5	NOT APPLICABLE	
Women		3		
People living with disabilities		2		
Black bidder		10		

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:	



NOTE:

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to all government bids, contracts, orders and
2. To ensure that customers are familiar with the rights and obligations of all parties involved in doing business with government.
3. In this document word in the singular also mean the plural and *vice versa*. Words in the masculine also mean the feminine and *neuter*.
4. The general conditions of contract will form part of all bid documents and may not be amended.
5. Special conditions of contract (SCC) relevant to a specific bid will be compiled separately for each bid (if applicable) and will supplement the general conditions of contract (GCC).
6. Whenever there is conflict the provisions in the SCC shall prevail.



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1 DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids. In the Northern Cape Province, the closing hour will be 11:00 as per Post Office's official time.
- 1.2 **"Contract"** means the written agreement entered into by and between the purchaser (department) and the supplier/service provider (preferred bidder), 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/service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the adjudication process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where minerals are mined, produce grown or goods produced or manufactured from where the services/goods are rendered or supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or pin purpose or utility from its components.
- 1.7 **"Day"** means a 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 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 markets its goods on own initiative in the Republic of South Africa (RSA) at lower prices than that of the country of origin. Such goods have the potential to harm local industries in the RSA.
- 1.12 **"Force majeure / Act of God/ nature"** means an event beyond the control of the supplier/service provider and not involving the suppliers'/service provider's fault or negligence and not foreseeable. Such events may include, but is not limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misinterpretation of facts in order to influence and acquisition 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 or non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** mean the General Conditions of Contract.
- 1.15 **"Goods"** mean 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 bid price represented by the cost of components, parts of materials which have been or are still to be imported (whether by the supplier or his subcontracts) and which cost are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock duty, sales duty or other similar tax duty at the South African place of entry, as well as transportation and handling charges to the factory in the RSA where the supplies covered by the bid will be manufactured.



- 1.17 **"Local content"** means that portion of the bid price that 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, works, or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bid documents.
- 1.21 **"Purchaser"** means the department purchasing the goods, works or services.
- 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 transport and other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, garden, security, maintenance, laundry and other such obligations of the supplier/service provider covered under the contract.
- 1.25 **"Written or in writing"** means handwritten in black ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted, nor e-mailed bid documents, unless stated as such in the invitation to bid.

2 APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and order, 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 bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, works or services.
- 2.3 Where such special conditions of contract are in conflict with these general conditions of contract, the special conditions shall apply.

3 GENERAL

- 3.1 Unless otherwise indicated in the bid 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 bid and other documents may be charged.
- 3.2 With certain exceptions, invitations to bid are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government Printer, Private Bag X85, Pretoria 0001.

4 STANDARDS

Goods supplied, works or services rendered shall conform to the standards in the bid documents and specifications.

5 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 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 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 person shall be made in confidence and shall extend only as far as may be deemed necessary for purchases of 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 all copies shall be submitted 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 supplier's performance and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of 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 preferred 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 obligation 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:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, acceptable to the purchaser.
 - 7.3.2 a cashier's or credit 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 warranties obligations, unless otherwise specified in SCC.
- 7.5 The above excludes construction contracts, road repairs, civil- mechanical- and electrical works.

8 INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bid testing will be for the account of the bidder.
- 8.2 If it is a condition of the bid that supplies to be produced/services to be rendered should at any stage during production or execution or on completion, be subject to inspection. The premises of the bidder/contractor shall be open, at all reasonable hours for inspection by a representative of the department acting on behalf of the department.
- 8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is deemed necessary that inspections shall be carried out, the purchaser shall make the necessary arrangements – including payment arrangements with the applicable testing authority.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 prove the supplies to be in accordance with the contract requirements, the purchaser shall defray the costs of the inspections, tests and analyses.
- 8.5 Where the supplies referred to in clauses 8.2 & 8.3 do not comply with the contract requirements, irrespective of whether such supplies are accepted or not, the supplier shall defray the costs of the inspections, tests and analyses.
- 8.6 Supplies referred to in clauses 8.2 & 8.3 that do not comply with the contract requirements shall be rejected.



- 8.7 Contracted supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to be non-compliant with the requirements of the contract. Such rejected supplies shall be stored at the cost and risk of the supplier who shall, when called upon, remove it immediately at his own cost and forthwith substitute it with supplies that do comply with the requirements of contract. Upon failure by the supplier to remove rejected supplies, the purchaser shall return such rejected supplies at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier the opportunity to substitute the rejected supplies, purchase supplies meeting contract requirements elsewhere, as may be necessary at the expense of the supplier.
- 8.8 Provisions of clauses 8.4 & 8.7 shall not prejudice the right of the purchaser to cancel the contract, because of a breach of conditions thereof, or to act in terms of clause 23 of GCC.

9 PACKAGING

- 9.1 The supplier shall provide such packaging of goods as is required to prevent damage or deterioration during transit to the final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packaging, 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 packaging, marking and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions given by the purchaser.

10 DELIVERY AND DOCUMENTS

Delivery of the goods shall be made by the supplier in accordance with the items specified in contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11 INSURANCE

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 SCC.

12 TRANSPORTATION

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

13 INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 13.1 performance of supervision of on-site assembly and/or commissioning of goods supplied;
- 13.2 furnishing of tools required for assembly and/or maintenance of goods supplied;
- 13.3 furnishing of a detailed operations- and maintenance manual for each appropriate unit of goods supplied;



13.4 performance of supervision, maintenance and/or repair of the goods supplied for a period agreed upon by the parties, provided that this service shall not relieve the supplier of any warranty, obligations under this contract; and

13.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in the assembly, start-up, operation, maintenance and/or repair of goods supplied.

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 prevailing rates charged to other parties by the supplier for similar services.

14 SPARE PARTS

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

14.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that his election shall not relieve the supplier of any warranty obligations under the contract; and

14.2 In the event of termination of the spare parts:

14.2.1 advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to acquire the required spare parts; and

14.2.2 following such termination, furnish – at no cost to the purchaser- the blue prints, drawings and specifications of the spare parts, upon request of the purchaser.

15 WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, all recent improvements are incorporated in the design and material unless otherwise stipulated 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 based on the purchaser's specifications) of from any act or omission of the supplier, that may develop under normal use of the goods supplied 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 otherwise specified in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising in respect of such a 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 has been notified but fail to remedy the defect(s) within the period specified in SCC, the purchaser may take remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.



16 PAYMENT

16.1 The method and conditions of payment to be effected to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 The purchaser shall effect payment expeditiously, but within thirty (30) days after receipt of a correct and original invoice.

16.4 Payment will be made in RSA currency i.e. Rand – unless otherwise stipulated in SCC.

17 PRICES

Prices charged by the supplier/service provider for goods delivered and/or services performed under the contract shall not vary from the prices offered by the supplier/service provider in the bid. The exceptions will be price adjustments authorised in SCC or in the event of extension of validity requested by the purchaser.

18 CONTRACT AMENDMENTS

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

19 ASSIGNMENT

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

20 SUBCONTRACTS

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

21 DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE

21.1 Delivery of the goods and/or performance of services shall be made by the supplier/service provider in accordance with the time schedule prescribed in the contract.

21.2 If at any time during performance of the contract the supplier/service provider or its subcontractor(s) should encounter conditions impeding timely delivery of goods/services, the supplier/service provider shall promptly notify the purchaser in writing of the delay, the anticipated duration of the delay and its cause(s). Upon receipt of the supplier/service provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier/service provider's deadline for delivery of goods/services with or without penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall prohibit the acquisition of goods/services from a national department, provincial department or local authority.



- 21.4 The right is reserved to acquire outside of the contract small quantities or to have minor essential services executed in the event of an emergency, the supplier's point of supply/delivery is not situated at or near to the location/site where goods /services are required, or the supplier/service provider's services are not readily available.
- 21.5 Except as provided under GCC clause 25, a delay by the supplier /service provider in the performance of its delivery obligation shall render the supplier/service provider 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 delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and quantity in substitution of goods not supplied/delivered as per the contract. Any goods delivered by the supplier at a later stage shall be returned to the supplier at the suppliers' expense and risk. Alternatively, the purchaser may cancel the contract and/or purchase goods required for completion of the contract. Without prejudice to its other rights, the purchaser shall be entitled to claim damages from the supplier.

22 PENALTIES

Subject to GCC clause 25, if the supplier/service provider fails to deliver any or all 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 for default sent the supplier/service provider, may terminate the contract in whole or in part:
- 23.1.1 if the supplier/service provider fails to deliver any or all goods or perform the services within the period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.
 - 23.1.2 if the supplier/service provider fails to perform on any obligations of the contract.
 - 23.1.3 if the supplier/service provider, in the opinion of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in the performing of the contract.
- 23.2 In the event that the purchaser terminates the contract in whole or in part, the purchaser may acquire, upon such terms and in such manner as it deems appropriate, goods, works, or services similar to those undelivered/not performed, the supplier/service provider shall be liable to the purchaser for any excess costs for such 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/service provider by prohibiting such supplier/service provider from doing business with the public sector for a period not exceeding ten (10) years.
- 23.4 If a purchaser intends imposing a restriction on a supplier/service provider, the latter 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/service provider fail to respond within the fourteen (14) days the purchaser may regard the intended penalty as not objected and may impose it on the supplier/service provider.



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 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:

- 23.6.1 name and address of the supplies/service provider and/or person restricted by the purchaser;
- 23.6.2 date of commencement of the restriction;
- 23.6.3 period of restriction; and
- 23.6.4 reasons for the restriction.

These details will be loaded unto National Treasury's central database of suppliers/service providers and 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, 12 of 2004, the court may also rule that such a 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 (5) years and not more than ten (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 for Tender Defaulters may be viewed on National Treasury's website.

24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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 rights is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or 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 monies (if any) that may otherwise be due to the contractor with regard to supplies/services delivered or performed, or is to be delivered/performed in terms of the contract or any other amount which may be due to him.

25 FORCE MAJEURE / ACT OF GOD / NATURE

25.1 Notwithstanding the provisions of GCC clauses 22 & 23, the supplier/service provider shall not be liable for forfeiture of its performance, security, damages or termination for default if and to the extent that delay in performance or other failure to perform obligations under the contract is the result of an event of *force majeure*.

25.2 If a *force majeure* situation arises, the supplier/service provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier/service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event.



26 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier/service provider if the supplier/service provider becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the supplier/service provider, 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/service provider in connection with or arising from 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/service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may commence 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 and procedures specified in SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they agree otherwise;

27.5.2 the purchaser shall pay the supplier/service provider all monies due to the supplier/service provider.

28 LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence, wilful misconduct or in the case of infringement pursuant to clause 6;

28.1.1 the supplier/service provider 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, loss of profits or interest costs, provided that the exclusion shall not apply to any obligation of the supplier/service provider to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier/service provider to the purchaser, whether under 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

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

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



31 NOTICES

- 31.1 Every written acceptance of bid shall be posted to the preferred bidder by registered mail and any other notice shall be posted by ordinary mail to the address furnished in the 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 written acceptance of a bid has been issued shall be reckoned from the date of posting of such notice.

32 TAXES AND DUTIES

- 32.1 A foreign supplier/service provider 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/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies incurred until delivery/performance of the contracted goods/services 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 an original, valid tax clearance certificate submitted by the bidder. The tax clearance certificate – Tender – must be issued by the South African Revenue Services.

33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

The National Industrial Participation Programme (NIP) administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation, i.e. exceeding the threshold of \$10 million (American Dollars).

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 a contractor(s), based on reasonable ground 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 a 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 claim damages from the bidder(s) or contractor(s) concerned.