

REPUBLIC OF SOUTH AFRICA



EASTERN CAPE PROVINCE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

CATERING SERVICES FOR TSOLO AGRICULTURE AND RURAL DEVELOPMENT INSTITUTE (TARDI) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BID No: SCMU8-23/24-0103

TENDERER:	
CSD NUMBER:	
LOGIS NUMBER:	
SPECIFIC GOALS:	
CLOSING DATE:	26 FEBRUARY 2024
CLOSING TIME:	11:00 am
BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES	R.....

PREPARED BY:

SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF RURAL DEVELOPMENT
AND AGRARIAN REFORM
PRIVATE BAG X0040
BHISHO
5605

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CHECK LIST

Please ensure that all the following documents have been submitted with your Bid / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

Description	Done
<p><u>Tax Status Verification for Price Quotations and Competitive Bids</u></p> <p>Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids.</p>	
<p>All forms of verification documents are attached to qualify for preference points as per each specific goal.</p>	
<p>Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached</p>	
<p>This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010</p>	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	
<p>Section 3:</p> <p>1. Detailed quotation (show breakdowns)</p>	
<p>Section 4:</p> <p>1. Certificate of authority for signatory must be completed and signed in full.</p> <p>2. Schedule of work carried out by the bidder must be completed.</p> <p>3. Equity Ownership Declaration must be completed and signed in full.</p> <p>4. All SBD documents must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.</p>	

ALL FORMS TO BE COMPLETED IN BLACK INK

NO CORRECTION FLUID TO BE USED IN THE DOCUMENT

CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE

NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED

BID NOTICE



drdar

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

PRODUCT DESCRIPTION	CATERING SERVICES FOR TSOLO AGRICULTURE AND RURAL DEVELOPMENT INSTITUTE (TARDI) FOR A PERIOD OF THIRTY-SIX (36) MONTHS
PROJECT NUMBER	SCMU8-23/24-0103

AVAILABILITY OF DOCUMENTS : 26 JANUARY 2024

CLOSING DATE : 26 FEBRUARY 2024

BID NOTICE

BIDS are hereby invited from suitable and qualified SERVICE PROVIDERS for **RENDERING CATERING SERVICES FOR TSOLO AGRICULTURE AND RURAL DEVELOPMENT INSTITUTE (TARDI) FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Documents will be available as from the **26 JANUARY 2024** from the offices of SCM – Acquisition Management Offices , 2nd Floor Indwe House Building, Bhisho, 5605 between 08:00 and 16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays. The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender box situated at;

DRDAR
2ND FLOOR (The tender box is situated near the Security Desk)
INDWE BUILDING
BHISHO, 5605

By 11.00am on 26 FEBRUARY 2024 AT 11:00 when the BIDS will be opened in public.

Prospective service providers must take particular note of the following:-

1. Bids received will be evaluated according to 80/20-point system, where 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.

3. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate is therefore no longer needed to be attached in the bid
4. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
5. If specifications are not adhered to the Department of Rural Development and Agrarian Reform reserves the right to terminate the contract.
6. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
7. Suppliers and Service Providers are to provide references to confirm previous delivery of similar nature were delivered satisfactorily in order for DRDAR to perform risk assessment.
8. *The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc."*
9. Use of correction fluid will result in a bid being non responsive.

The Department of Rural Development and Agrarian Reform will not entertain any late submissions. **Closing time is 11:00 the 26 FEBRUARY 2024.**

All proposals shall hold good for 90 (Ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

Enquiries should be directed to Dr N Ndudane @047 542 0221 /072 0970 (technical)
Ms. N. Mfundai @ Nomapha.Mfunda@drdar.gov.za(administrative)

BID RULES

Annexure: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew TENDERING documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement

of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4:	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.

Financial offer, quality and preferences

- 2) Score tender evaluation points for financial offer.
- 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points.
- 5) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Accept the tender offer; if in the opinion of the employer, it does not present any risk to the department.

F.3.13.3 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted through same medium utilized for advert.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,

- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

PRODUCT PARTICULAR SPECIFICATIONS



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Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

CATERING SERVICES FOR TSOLO AGRICULTURE AND RURAL DEVELOPMENT INSTITUTE (TARDI) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

INTRODUCTION

One of the functions of the Eastern Cape Department of Rural Development and Agrarian Reform is to provide education and training through Higher and Further Education and Training qualifications and programmes. Students reside in the hostel on campus and need to be provided with meals throughout the year.

1. SCOPE

Rendering of a catering service at TARDI, an Agricultural Training Institute which caters for the training of Higher Education students, short courses and meetings.

2. DEFINITIONS

“Department” means the Eastern Cape Department of Rural Development and Agrarian Reform.

“Institution” means the Tsolo Agriculture and Rural Development Institute (TARDI), an agricultural training institute which falls under control of the Eastern Cape Department of Rural Development and Agrarian Reform.

“I.P.O.” means Institution Project Officer.

“C.P.O.” means Caterer Project Officer.

“Cost per Meal per Day” means the Schedule of daily food item requirement costs per person per meal provided by the Caterer as per Schedule A.

“Schedule of Overhead Structures” means the Schedule of monthly overhead costs (excluding periods of planned closure of the institute) involved in supplying the service as per Schedule B.

“Management Staff” means any management staff provided by the Caterer as per Schedule B.

“Catering Staff” means any catering staff provided by the Caterer as per Schedule B.

“Value Added Tax” (V.A.T.) means any tax levied on sales or other transactions in terms of the Value Added Tax Act No: 89 of 1991 as amended.

“Food Specifications” means the quality, quantity and frequency of meals as specified in the bid document.

“The Caterer” means, in the case of bids received, the bidder and in the case of the concluded contract, the successful bidder which undertakes, in terms hereof, to provide the required catering service at its own entire risk.

“Contract” shall comprise the full documentation attached hereto, specifically, the documents headed:-

- (a) Schedules A, B, C ,D & E and the Bidder’s Financial Summary
- (b) Bid Special Conditions
- (c) Bid Specifications
- (d) Appendices 1 to 9
- (e) Standard Bid Form

“S.C.M.” means Supply Chain Management

3. DURATION OF CONTRACT

The Contract shall endure for a period of thirty-six (36) months (3 years) from the date of commencement thereof. However, the Department reserves the right to extend the contract for a period not exceeding fifteen percent (15%) of its monetary obligation.

4. OBLIGATIONS OF THE CATERER

4.1 CATERING AND RELATED SERVICES

4.1.1 The caterer is required to render to the Institution catering and related services as set out below (also refer All Appendices).

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

Breakfast
Lunch
Supper

4.1.3 The caterer may be required to supply additional foodstuffs and other materials / services to the Institution or the Department with the prior consent of the Head of the Institution to enable the Institution to cater for meetings and functions throughout the year (including student holidays when need arise).

4.1.3.1 Institute functions

The Institution has numerous functions during the year, such as Principals Welcoming function, Graduation, student balls and other functions. The specifications for these must be provided by the Institution and quoted for separately.

4.1.3.2 Workshops, Trainings and Meetings

Workshops, trainings and meetings held at TARDI will be catered for based on the selection of meals provided for in Schedule D.

4.1.3.3 Other **Departmental** activities will be catered in schedule E.

The Institution accepts liability only in respect of those functions for which prior approval, as official functions, have been obtained. A separate accounting record is to be maintained for every such event.

4.1.4 The caterer is required to bid for meals designated as Menu A. The contents and quality of meals are specified respectively in Appendices 5 – 9. The caterer must factor in food substitution and alternates to accommodate people with allergies and those who have food restrictions (vegans, do not eat pork for religious and/or lifestyle preferences).

4.1.5 The caterer undertakes to cater for the meals in accordance with the prices as per Schedules A, B, C, D and E and the Bidder's Financial Summary.

4.1.5.1 The caterer shall be paid monthly, as remuneration for the catering and related services actually rendered, on receipt of the invoices.

4.1.5.2 The meals provided daily shall be recorded in accordance with the form specified in Appendix 8.

4.1.6 Left over food and beverages are the property of the institution and shall only be disposed of after consultation with the Principal or delegated person.

4.2. ACCOUNTING

4.2.1 The caterer shall be obliged to keep all accounting records in respect of the rendering of the catering service.

4.2.2 The accounting period shall run from the first day of the month to the last day of each month.

4.2.3 The claims for monthly payments shall be submitted on official invoices of the catering company, supported by the specified schedule, specimen of which are annexed hereto, marked Appendix 4.

4.2.4 The Institution and the caterer shall each appoint a project officer (I.P.O. and C.P.O. respectively) who shall form a communication link between the parties and who shall work in close co-operation in order to facilitate flow of information, problems, accounts, payments, etc. between the parties.

4.2.5 The I.P.O. shall keep account of and monitor the meals, snacks, refreshments and drinks actually served on each occasion to the students at the institution in terms of the contract.

4.2.6 The I.P.O. shall certify as correct if he / she is satisfied with the contents thereof, each monthly invoice submitted by the caterer to him/her for payment.

4.2.7 The I.P.O. and the dietician shall also check and satisfy themselves that the meals, snacks, refreshments and drinks comply with the specifications in terms of the contract.

4.2.8 The Principal and/or I.P.O. or the Department shall be entitled at any reasonable time to inspect all the records, accounts, invoices, purchases and any other documentation relating to the catering and related services in terms of the contract.

4.2.9 The caterer and its personnel are to understand that the client is both TARDI and its students however the caterer should refrain from dealing with the students direct and must utilise the I.P.O

4.2.10 Payment of accounts will be effected within 30 days after receipt of a correctly completed and certified account. The Department does not accept responsibility for delays in payment due to incorrect accounts submitted.

4.3. PROVISION OF STAFF

Management and Catering Staff

The caterer shall:-

4.3.1 Provide management and catering staff on the basis which appears on the "Calculation of Overhead Structures" - Schedule B.

4.3.2 Subject to the provisions of clause 4.3.1 provide all staff required for the efficient operation of the catering service to the Institution

4.3.3 Submit along with the bid document a functional organisational structure for managing this contract. A clear indication shall be given of the caterer's envisaged organisational principles, procedures and functions for the effective management and operation of the catering service for this institution.

4.3.4 In the event of unforeseen escalation or decreasing of participating personnel numbers, be entitled to negotiate such an increase or decrease of personnel with the Department; following the Department's approved SCM rules and guidelines for convenience.

4.4. MANAGEMENT SERVICES

The caterer undertakes:-

4.4.1 To provide management services in respect of quantity and quality control and supervision of the preparation of food by all staff concerned, as defined in the Food Specification (Appendices 5 - 9). The caterer shall ensure that personal supervision by the manager is carried out at all serving points in the dining hall, meals and during preparation of meals.

To provide additional staff where necessary for any catering function as per 4.9.

4.4.2 To provide accounting services as defined in 4.2.

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

4.5 DIETETIC SERVICES

4.5.1 The bidder must have the dietetic services of a fully qualified dietician on the full - time payroll of the company or organisation or must undertake to acquire the services of such a qualified person on a consultancy basis or otherwise to the satisfaction of the Eastern Cape Department of Rural Development and Agrarian Reform. A CV of the dietician is to be produced (Appendix 2).

4.5.2 The dietician must visit the Institution at least **bi-monthly** in order to monitor and evaluate the quality of the services rendered.

4.5.3 Scope of work for a Dietician:

- Monitor menu implemented and effect changes where necessary (in consultation with TARDI management)
- Design menu for special diets for those with food allergies or due to food restrictions as per their lifestyle choice.
- Consultation and awareness on healthy eating with the students and TARDI community.
- Ensuring adherence of food safety standards in the kitchen (HACCP, GMP etc.).
- Taking monthly food samples (in the presence of I.P.O) to ensure that food is safe for consumption and preventing food borne illness. Results to be provided to TARDI
- Monitor the quantity and quality of food provided by the caterer and ensure adherence to specifications.
- Monthly swabbing (in the presence of the I.P.O) to ensure cleanliness and hygiene of the kitchen, results to be provided to TARDI.
- Guard against any food poisoning outbreaks.

A compulsory monthly written report about the outcome of the visit must be submitted to the Principal through the Departmental Representative at the Institution within seven (7) days after such a visit.

4.5.4 The Department reserves the right to make use of a dietician employed by the Province of Eastern Cape to monitor and evaluate the quality of services rendered by the bidder.

4.6 PURCHASE AND SUPPLY OF FOODSTUFFS

4.6.1 The caterer undertakes to:-

4.6.1.1 Purchase and acquire all foodstuffs and other materials necessary for the proper fulfilment of its catering and management functions at the Institution;

4.6.1.2 Arrange its own account for the supply and delivery of all the ingredients necessary for the proper preparation of all menus appearing on the Food Specification Schedules. Proof of such must be provided through a company supplier database for the procurement of catering requirements (e.g. ingredients, cleaning materials);

4.6.1.3 Ensure that all foodstuffs supplied to the Institution are of a quality set out in the specifications and, where required, to submit the food to both quality and quantity control inspection by the I.P.O. and any testing of Menu Specifications;

4.6.1.4 If the quantity and quality of any foodstuffs or materials supplied to the students do not comply with the standard and specifications laid down in this document, the Department may, if it considers such non-compliance to be material, immediately on written notice terminate the contract, without prejudice to any other rights available to it.

4.6.2 The amount claimed monthly from the Department, in respect of meals, shall not exceed the amount tendered for as per Schedule A.

4.6.3 The caterer shall provide meal packs for students away for one meal or a whole day, as and when required. The specifications for these packs are supplied in Appendix 8. The price per pack is to be reflected on Schedule C and should **include the cost** of proper packaging material.

4.6.4 In the event students are travelling a long distance, the caterer shall provide meal vouchers and must be reflected in Schedule C. N.B. price for meal vouchers must be in line with price index regulated by the Provincial Treasury Department

4.6.5 Menus must be displayed at the entrance to the dining hall in a suitable manner.

4.6.6 The caterer shall submit a 7-day suggested menu cycle based on the food specification (Refer Appendix 9).

4.7. KITCHEN FACILITIES AND CONTROL

4.7.1 The caterer shall have full access to the kitchen, food stock stores, dining and catering areas and the supervision thereof to render catering services in terms of these conditions. In this regard, the caterer shall have custody and control of all keys that allow access to the kitchen, food stock stores, catering and dining areas and keys to the lockable furniture, equipment, fixtures and fittings. However, access will be limited to these areas and any surrounding buildings and facilities necessary for the rendering of the catering services.

4.7.2 The caterer shall not use (or allow to be used) the designated catering localities or premises for any purpose other than for catering services in terms of these conditions, nor will be allowed to prepare food or serve food on premises other than the designated premises, excluding 4.1.3 above.

4.7.3 The caterer shall use (or allow to be used) all furniture, fixtures, equipment, fuel and other materials supplied only for the purpose for which they are provided.

4.7.4 The caterer shall not remove any property of the Institution from the premises or locality where it is kept, by the Institution and shall ensure that these are used in a proper manner.

4.7.5 No structural changes will be affected by the caterer to the existing premises. Any proposed change in structure should be submitted to the Institution, in writing, for consideration and the Institution's decision on the necessity thereof will be final.

4.8. CLEANING MATERIALS, UNIFORMS AND STATIONERY

The caterer undertakes to:-

4.8.1 Purchase or acquire and ensure the safe storage at its own in the store rooms provided – All cleaning materials, insecticides, uniforms and stationery, all consumable items such as packaging materials, bin liners, paper serviettes, brooms, squeegees, etc. necessary for the proper fulfilment of its catering and management functions.

4.8.2 Be responsible for the eradication of insects in food stock stores, kitchen and dining room at least every three months, or more often if necessary.

4.8.3 Purchase uniforms for all staff (such uniforms to bear the logo of the caterer) and be responsible for the laundering of such uniforms.

4.9. HYGIENE AND CLEANLINESS

4.9.1 The caterer shall keep all catering and dining areas including all windows, fat traps, catering equipment, fixtures, fittings and kitchen drains and all utensils used in serving meals to the dining room in a clean, hygienic, tidy and inviting condition; to the satisfaction of the I.P.O.

4.9.2 The caterer undertakes to ensure that all catering staff are always clean and neatly dressed in a uniform wearing appropriate head-dress. The caterer further undertakes to ensure that all requirements stipulated in the both the Occupational Health and Safety Act, HACCP and the Catering Industries Standards, relating to communicable and contagious diseases, are strictly adhered to and are reported to the Institution, as and when necessary.

4.9.3 In the event where installation is required, the caterer shall liaise with the I.P.O and install the required items / equipment

4.10 TRAINING

4.10.1 The caterer shall be responsible for the training of all catering staff on an “on- going” basis for the efficient functioning of the catering service,

4.10.2 A fully documented “in-service” training matrix and detailed exposition of all envisaged training courses shall accompany the bid document.

4.11 TRANSPORT

4.11.1 The caterer undertakes to provide all suitable and approved transport services necessary for the proper execution of its management and catering functions and shall be fully liable for conveying supplies to the Institution.

4.11.2 If meals have to be supplied away from the dining hall, the Institution will make the necessary arrangements at its own expense for the necessary transport of food, workers and the distribution of meals and refreshments.

4.12. REFUSE

4.12.1 Subject to existing contracts for the removal of refuse and pigswill, the caterer shall be liable for the removal of pigswill and shall ensure that containers for this purpose and the area where it is kept are maintained in a clean and hygienic condition.

4.12.2 All empty containers, packaging material etc. must be placed separately from pigswill in an area / container designated for this purpose.

5. DUTIES AND OBLIGATIONS OF THE DEPARTMENT

5.1 CATERING EQUIPMENT

The Department shall supply the following:-

5.1.1 All existing catering premises, furniture, fixtures and equipment including electric stoves, as well as cooking utensils, cutlery, crockery, pails *etc.* and any other relevant catering equipment. The Institute will bear annual replacement costs to a maximum of 15% - any excess above this limit will be for the sole cost of the caterer. The items shall be

recorded on an "Inventory Schedule" and shall be signed by both parties, a copy of which shall be attached to the contract;

5.1.2 All additional catering equipment mutually agreed to between the caterer and the Department;

5.1.3 Maintenance, repair, renovation and replacement of items in 5.1.1 and 5.1.2 in a manner that shall reasonably ensure the least disruption of catering services by the caterer. The service provider is required to follow the Department's SCM policies and procedures, for maintenance work or the purchase of new equipment. The service provider must have a maintenance plan during this period of the contract to disruption of caterings services

5.1.4 The caterer is responsible for the supply of gas.

5.1.5 Electricity and water for cooking, cleaning, refrigeration and freezing purposes. The caterer undertakes to use these commodities economically.

5.1.6 The caterer, together with the I.P.O undertakes to do an inventory and inspection of all furniture, fixtures, catering equipment and utensils as mentioned in 5.1.1 on a mutually agreed upon date prior to commencing with the service.

5.1.7 The catering services rendered at TARDI will only be done by the appointed service provider contracted by DRDAR.

6. MEALS FOR CATERING STAFF

If the staff of the caterer are entitled to any meals per shift, such costs will be for the account of the caterer.

7. UNSCHEDULED MEALS AND MEAL PACKS

7.1 Unscheduled meals, excluding meals provided for in Section 4.1.3 of the Bid Specification, Schedule D and E, when provided, will be for the account of the individual, and will not be payable by the Department. Such meals shall only be allowed at the discretion of the I.P.O.

7.2 Late meals or meal packs for students and personnel partaking in sports, classes or personnel on duty, *etc.* must be booked in advance and shall be supplied by the caterer. Such meals will be payable by the Institution.

SPECIAL CONDITIONS

NAME OF INSTITUTION

TSOLO AGRICULTURE AND RURAL DEVELOPMENT INSTITUTE (TARDI)
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The Caterer shall bid for the catering services at the following institution upon the terms and subject to the conditions as set out in the Specifications

1. DEFINITIONS

See under Section 2 – Specifications

2. GENERAL

2.1 The bidder must be registered or comply with the following conditions:

- must be registered with a business license
- must provide demonstrable proof of similar contracts
- must have a policy document outlining compliance to Principles of HACCP

2.2 The bidder must submit, along with the bid document, a documented systems analysis for a functional organisational structure as a basis for managing this contract.

2.3 The caterer will supply and charge for the number meals indicated in Schedule A, unless otherwise specified by the Institution, from time to time.

2.4 The bidder should pay his/her workers' salaries /wages in compliance main collective agreement, Bargaining council for the fast food, restaurant, catering and allied trades concluded in accordance with the provisions of the Labour Relations Act. No.66 of 1995 as gazette 08/01/2021.

3. THE BID DOCUMENT

This bid is comprised of, inter alia:-

- (a) Schedules A, B, C, D and E as well as the Bidder's Financial Summary
- (b) Bid Special Conditions
- (c) Bid Specification
- (d) Appendices 1 to 9

Bids will be liable for rejection unless they are submitted on the aforementioned forms which must be fully completed and returned with these conditions and specifications signed on the original.

Bids indicating alternative offers deviating from the aforementioned requirements or making only qualified, conditional, alternative or incomplete offers, will under no circumstances be considered and the State shall be under no obligation to enter into correspondence in this regard.

It is explicitly stated that the State shall under no circumstances, before or after the award of the bid, negotiate with any party regarding alternative methods of calculating the cost of the service.

4. CONTRACT PERIOD AND BID PRICES

4.1 The contract period shall be for a period of thirty-six (36) months/3 years. The Department shall reserve the right, at its discretion, to extend the contract following the Department's Supply Chain Management procedures.

4.2 All prices shall be in accordance with Schedules A, B, C, D and E for the contract period.

4.3 Pricing must be stipulated inclusive of Value Added Tax (V.A.T.)

VALUE ADDED TAX AND REGISTRATION AS A VAT-VENDOR

Non-VAT vendors do not have to include VAT in their bid prices, however

Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

Where a supplier is not a VAT registered at the point of contracting, but register during the contract period as a VAT-vendor, that supplier must absorb any cost escalations associated with its VAT registration. The contracted price with the supplier will not increase, but will only be deemed a contract price which is inclusive of VAT.

All bid prices must be inclusive of projected inflation as per CPI for three years **(NB: Prices provided to be inclusive of all costs and must be FIRM for the duration of the contract)**.

5. VALIDITY PERIOD AND ACCEPTANCE OF BIDS

The bid must hold good for a period of **(90)** calendar days from the closing date of the bid.

If the bid is withdrawn within this period, the bidder renders himself/herself liable for damage if a higher bid has to be accepted.

The Department does not bind itself to accept either the lowest or any other bid and reserves the right to accept any bid which it deems to be in the best interest of the DRDAR.

6. SECURITY REGULATIONS

The caterer agrees to ensure that the security regulations that apply at the Institution shall be complied with by all its staff.

7. FIRE

The caterer shall ensure that all staff under its control know how to handle fire fighting equipment and are made fully aware of where the fire extinguishers are situated.

8. TELEPHONE

The Department will provide telephone services to the caterer. The caterer will, however, be liable to provide adequate telephone facilities for the local catering management staff to fulfil the catering management services efficiently in the event of the telephone system not working. The caterer shall be liable for all call charges made in carrying out management duties.

10. RIOT, UNREST AND STOCK LOSS

10.1 Should the Institution be closed due to resident and other boycotts, riots and / or unrest, the Department shall be liable for payments as determined in accordance with the provision of this contract for a period of one month (30 days) after a decision has been taken to close the Institution. After the completion of one month (30 days) the Department shall not be liable for payments until the Institution has re-opened.

10.2 The caterer shall be liable for the rendering of the catering service irrespective of any boycotts, riots and / or unrest situations until notified in writing that the Institution is to close.

10.3 During any period of riot, boycott or unrest, the caterer and it's staff occupy the premises of the Department at the caterer's own risk and the Department shall not be liable for any damage to the caterer's or staff property and equipment or injury to or death of the caterer or employees under her / his control. The caterer may not submit any claims against the Department under such circumstances.

11. MONITORING

11.1 The I.P.O. or his/her delegate shall at all times have access to the facilities and goods utilised by the caterer for one or more of the following reasons:-

11.1.1 Determining whether the conditions as being spelt out in the bid document are being adhered to;

11.1.2 Establishing whether the premises, furniture, fixtures, equipment and fuel are being used in accordance with these conditions;

11.1.3 Inventory control for furniture, fixtures, equipment and utensils, etc and

11.1.4 Any other reasonable purpose related to these conditions or the wider interest of the Department as contemplated by the contract.

11.2 The caterer shall ensure that food service staff handle the equipment according to directions for use and use water, electricity etc. economically. From time to time spot checks will be carried out by the I.P.O.

11.3 Regular inspections will be conducted by the dietician and / or the I.P.O. to monitor the standard and quantity of the food provided. The I.P.O. shall be entitled to instruct the caterer to rectify any breach of the specifications forthwith, failure of which the provisions of 4.5.4 may be imposed.

11.4 Regular health inspections will be carried out by officers of the Department or by persons appointed by the Department.

11.5 The caterer shall provide, administer and control coupons, where applicable, for students / staff to obtain meals and refreshments. Control of the coupons issued to students / staff will be the responsibility of the Department, should a dispute arise.

11.6 A standing liaison meeting between the I.P.O. and the caterer shall be held and minutes, thereof, be recorded on a monthly basis or more frequently when so required.

12. THE CONTRACT

- 12.1 The successful bidder shall sign a Service Level Agreement, which is part of the bid invitation documents; as acceptance of the bid.
- 12.2 The contract to supply the required catering services in terms of the bid document shall come into being as from the date stipulated in the Service Level Agreement form.
- 12.3 Should the successful bidder fail to furnish the Department with a guarantee as instructed in Section 21.1, the Department shall be entitled to act as in Section 21.2.

13. GUARANTEE

- 13.1 The successful bidder shall within 14 (fourteen) days after acceptance of the bid, furnish the Department with a guarantee by a bank or other financial institution empowered to do guaranteed business, for 2.5% of the amount tendered.
- 13.2 If the caterer fails to comply with Section 13.1, the Department shall be entitled to terminate the contract, without prejudice to any other rights available to it and the Department shall be entitled to recover any damage suffered as a result of such failure and the necessity to accept the next bid (which might be higher) for the catering service.

14. INSURANCE

- 14.1 The caterer will indemnify the Institution and the Department and hold it harmless against:-
 - 14.1.1 Any damage to the Institution and the Department's property, whether moveable or immoveable, including any loss directly arising from damage to property or any act or omission on the part of the caterer or its employees or any damage arising from the use and occupation of the Department's property by the caterer.
 - 14.1.2 Legal liability in respect of any claims which may be made against the Department arising out of damage to property (whether moveable or immoveable) of any third parties, including any damage directly or indirectly following from any act or omission on the part of the caterer and its management and allocated staff or any damage arising from the use and occupation by the caterer of the Department's property.
 - 14.1.3 Legal liability to pay claims in respect of the death, injury or illness of any person, including a servant of the Department or their dependants or loss following from or arising from anything done or omitted by the caterer or its management staff or allocated staff or any damage while using or occupying the Department's property.
 - 14.1.4 Any legal costs or expenses reasonably incurred in connection with claims or actions against the Department arising out of the afore-going, including attorney and client costs.
- 14.2 For the due and proper fulfilment of the indemnity provided for in 14.1 the caterer shall within 14 days after the date of the letter of acceptance, submit proof of insurance cover held by him and maintain to cover the risks in 10.1 as well as the amount of such cover. If the amount is in the opinion of the Department not sufficient, the Department reserves the right to call upon the caterer to increase the amount at the caterer's expense to such an extent as determined by the Department.
- 14.3 The acceptance of this bid is subject to the condition that if proof of an insurance policy as required in 10.2 above is not received by the Department, the Department may in its

sole discretion, without prejudice to other rights available to it, terminate the Agreement and the caterer shall be liable for any damage which the State may sustain as a result of the termination of the Agreement and the appointment of another caterer.

14.4 Should the caterer fail to pay the required premiums to maintain the Insurance Cover; the Department may do so and recover the amounts so paid from the caterer by offset or otherwise.

15. BREACH AND TERMINATION

15.1 Should either party commit a breach of the provisions of this contract and fail to remedy that breach within 14 (fourteen) days after the receipt of a written notice calling upon it to do so, the party that is not in default shall be entitled to cancel this contract on written notice sent to the other party at the address appearing on the contract, without prejudice to any other right which the non-defaulting party may have as a result of such breach.

15.2 The caterer's right to use or occupy any part of the premises or any equipment of the Department shall cease on termination of this Agreement.

15.3 The caterer shall vacate the premises on the termination of the contract.

15.4 On termination of the contract, both parties shall nominate one person, representing each party, who together shall:-

15.4.1 Undertake a physical inventory of all Departmental stock as per, a mutually agreed upon Inventory Schedule;

15.4.2 Indicate the replacement value thereof, if any;

15.4.3 Signed the inventory schedule once agreement has been reached.

15.5 On termination of the contract, the caterer shall hand over to the Department all the items in the Inventory Schedule in the same condition in which he received them, fair wear and tear expected.

15.6 The Department shall be entitled to determine the reasonable value of missing items as determined by the parties (15.4.2) and to deduct the amount of such value or reduce the value from any amount due by the Department to the caterer. Likewise, should there be any damage to Department stock and property, the Department shall be entitled to deduct the total amount of such damage from any amount due to the caterer.

15.7 The Department reserves the right to terminate this Agreement, should the Institution, for any reason, be permanently closed or transferred to another location.

15.8 If a situation as detailed in 15.7 above should arise, the Department shall give the caterer 1 (one) month (30 days) prior written notice of the intended closing transfer of the Institution.

SECTION 3

1. BID CONDITIONS

- 1.1 No late or incomplete responses will be accepted
- 1.2 Suppliers must ensure that no services are rendered or goods delivered without written confirmation from DRDAR
- 1.3 Only bidders who are registered on CSD as service providers or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids, however bidders must complete the CSD application online, prior the closing date (www.csd.gov.za is the website). It is the responsibility of bidders to ensure that this requirement is complied with. Kindly note that you need to have a working email address, working cell phone, the company registration details.
- 1.4 Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids.
- 1.5 Bidders must be registered and active on LOGIS
- 1.6 Service Providers will be adjudicated in terms of the Supply Chain Management Policy using the prescribed point system based on the Preferential Procurement Policy Framework Act 5 of 2005 and its regulation 2017, as well as the Broad Based Black Economic Empowerment, Act 53 of 2003.
- 1.7 SANAS accredited B-BB EE Certificate for generic companies or certified copy of sworn affidavit must be attached for Exempted Micro Enterprise and Qualifying Small Enterprises.
- 1.8 All prices must be firm prices and VAT inclusive
- 1.9 The awarding of bid will be subject to the Service Provider's express acceptance of the Supply Chain Management general contract conditions;

2. EVALUATION METHODOLOGY

The evaluation of the bids will be done in a two-stage process. Bidders who do not meet the Stage 1 (Administrative Compliance Requirements (completion or attachment of Compulsory documents), of the evaluation shall not be considered for Stage 2 evaluation (Price and B-BBEE).

Stage 1 (Administrative compliance)

Administrative Pre-Qualification Compliance Documents

The following criteria shall apply:

- A) The standard bid documentation has been completed comprehensively and correctly and submission of listed returnable documents
- B) The Invitation to Bid (ECBD1) must be completed and signed
- C) Pricing Schedule must be completed.
- D) In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.
- E) Project Proposal (with evidence of technical ability to deliver, i.e. past experience, proof of orders fulfilled in the past 3 years and evidence of concurrent catering services);

Bids that do not comply with the above administrative compliance criteria, and or fail to adhere to the requirements may be disqualified and will not be considered for evaluation on functionality criteria.

Stage 2: Technical/ Functionality Evaluation (70%) threshold

Technical evaluation, the second stage will be the evaluation of bids on functionality **and during this stage bids that do not meet the minimum threshold of 70 % on the functionality score will be disqualified, and will not be considered for the third stage of evaluation i.e. price and preference points**

Functionality will be by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values in line the PPPFA Regulations.

Compliance with minimum requirements (Functionality)

Proposals received will be evaluated for functionality to determine if prospective supplier does meet the minimum requirements as stated in the specification or terms of reference and must score a minimum of 70 points. Responses received that fail to score the minimum points on functionality will be eliminated and not considered further.

ASSESSMENT CRITERIA FOR THE EVALUATION OF FUNCTIONALITY

Bidders who score less than 70% for functionality will not be considered further.

	EVALUATION MATRIX	Points %	Means of Verification
1	Locality of the service provider <ul style="list-style-type: none"> • Head Office Operations within Eastern Cape Borders (10) • No Head Office Operations within Eastern Cape Borders (5) 	(10)	Municipality Bill, Business Letters or Lease Agreement
2	Resources : financial capacity and access to a transportation facility and compliance <ul style="list-style-type: none"> • Financial capacity : evidence of credit facility of a minimum of R1 million or more with manufacturers to support that the entity is credit worth and is able to service its creditors (10) • Proof of financial capacity with registered Financial Services Board(FSB) of at least R1million or more (15) 	(25)	
3	Bidder relevant Experience Demonstrable proof that the Bidder has experience in catering <ul style="list-style-type: none"> • Bidders to provide proof of similar contracts recently catering for at least 100 persons on a daily basis for more than 200 days per year over the last 5 years. <ul style="list-style-type: none"> ❖ 1 Contracts = 8 points ❖ 2 Contracts = 12 points ❖ 3 Contracts = 16 points ❖ 4 Contracts = 20 points ❖ ≥ 5 Contracts = 30 points 	(30)	Documented proof such as reference letter
4	Policy Document outlining compliance to Principles of HACCP <ul style="list-style-type: none"> • Policy Document = 5 points 	(10)	Policy Document and/or

	<ul style="list-style-type: none"> • Trained Official = 5 points 		Certificate of training
5	Proof of bidder's supplier/s for the procurement of catering suppliers on the past 2 years in each of the following: Dry goods, dairy products, meat products, fruit & vegetables, cleaning materials & pest control <ul style="list-style-type: none"> ❖ 1 Contracts = 5points ❖ 2 Contracts = 10points ❖ >2Contracts = 15points 	(15)	List of contract agreements of suppliers
6	Dietician <ul style="list-style-type: none"> • Full-time dietician = 10 points • Contract dietitian = 5 points 	(5)	<ul style="list-style-type: none"> • CV of dietician • Employment Contract
7	Certificate of Acceptance for Food Premises (for other sites during the last 24 months)	(5)	Government Notice No. 918
	TOTAL	100%	

It should be noted that only firms scoring an overall score of 70% out of 100 will be considered for price and preference point evaluation.

DISQUALIFYING CRITERIA:

- Insurance cover – refer 14.2 of Special Conditions
- No access (proof) of dietician

Stage 3

Price and Preference Points Evaluation

Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Specific goals	20
Preference points promoted:	
EME or QSE which is at least 51% owned by Black people.	5
Located in the OR Tambo District municipality.	2
EME or QSE which is at least 51% owned by Women.	7
EME or QSE which is at least 51% owned by Youth (up to 35 years of age).	4
EME or QSE which at least 51% owned by people with Disability.	2
Total points	20

Please Note: The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the PPPFA Act, the contract must be awarded to the tenderer scoring the highest points.

MEANS OF VERIFICATION FOR POINTS CLAIMED

The listed documents below must be submitted in order to validate points claimed:

- **ID Copy**
- **CIPC (Company registration) and CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)**
- For disability –
 - **Medical certificate**
 - **SASSA registration or confirmation of disability from a relevant authority**
- For locality –
 - **Municipal rates account OR**
 - **Letter from councilor confirming residence OR Lease Agreement**

3. COMPULSORY SITE INSPECTION

All prospective bidders are required to attend a compulsory site inspection to acquaint themselves with the facilities and circumstances (Appendix 1).

DATE: ...13 February 2024

TIME: 11:00 am

VENUE: the Boardroom, TARDI, TSOLO

4. DELIVERY DETAILS:

DELIVERY DETAILS : TARDI

CONTACT PERSON : Dr Nandipha Ndudane (Principal)

CONTACT NUMBER : (047- 542 0221/ 072 430 0970)

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated

PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on]

Mr. /Ms, whose signature appears below, has been duly authorized

to sign all documents in connection with the Bid for **SCMU8-23/24-0103** and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorise Mr/Ms
 , authorised signatory of the company . .
 , acting in the capacity
 of lead partner, to sign all documents in connection with the tender offer and any contract resulting
 from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."

**PART A
INVITATION TO BID**

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

BID NUMBER:	SCMU8-23/24-0103	CLOSING DATE:	26 FEBRUARY 2024	CLOSING TIME:	11:00
-------------	-------------------------	---------------	-------------------------	---------------	--------------

DESCRIPTION
CATERING SERVICES FOR TSOLO AGRICULTURE AND RURAL DEVELOPMENT INSTITUTE (TARDI) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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

OFFICE DO4

UIF BUILDING

RARABE ROAD

BISHO

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON **Ms N. Mfunda**

CONTACT PERSON **Dr. N. Ndudane**

TELEPHONE NUMBER **N/A**

TELEPHONE NUMBER **047 542 0221/0724300970**

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS **Nomapha.Mfunda@drdar.gov.za**

E-MAIL ADDRESS **Nandipha.Ndudane@drdar.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

OR

CENTRAL SUPPLIER DATABASE No:

MAAA

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?

Yes No

[IF YES ENCLOSE PROOF]

2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?

Yes No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

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

YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL RENDERING POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL RENDERING REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

POPI - CONSENT FORM

Contractor/Service Provider/Supplier:	
Bid/Quotation No.:	
Project Description:	
Duration of Contract:	
Contract Value:	

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the Department of Rural Development and Agrarian Reform (DRDAR) and consent is effective immediately and will remain effective until such consent is withdrawn.

1. I a natural person "herein referred to as the Data Subject" with ID No..... hereby give my consent to the DRDAR "herein referred to as the Responsible Party" to collect, process and distribute my personal information where DRDAR is legally required to do so.
2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DRDAR sharing my personal information strictly for reporting purposes.
4. I understand that, should I refuse to provide DRDAR with the required consent and/ or information, the DRDAR will be unable to assist me.
5. I declare that all my personal information supplied to DRDAR is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DRDAR of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at..... On this day of20...

.....

Signature of data subject/ designated person

.....
Name & Surname/Departmental Responsible Party

.....
Signature

.....
Date

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID NO.: HO-24/25-0095**
26 FEBRUARY 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE PER PERSON	AMT YEAR 1	AMT YEAR 2	AMT YEAR 3
1.	BREAKFAST Milk (prepacked) Bread (4 Slices) Margarine Protein / Spread Fruit Juice (prepacked) Fruit				
2.	LUNCH Protein Dish Bread / Starch Vegetable/ Salad Fruit / Fruit juice Still water Margarine (with bread) Sachets of condiments to be provided.				
3.	SUPPER Protein Dish Bread / Starch Vegetable/ Salad Fruit / Fruit juice Margarine (with bread)				
BID PRICE					
ADD VAT (ONLY IF A VAT VENDOR)					
BID PRICE (ALL APPLICABLE TAXES INCLUDED) PER YEAR					
TOTAL BID PRICE (ALL APPLICABLE TAXES INCLUDED) FOR 36 MONTHS					

NB: PLEASE QUOTE ACCORDING TO THE ATTACHED SPECIFICATION

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

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

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

-----	R-----	-----days
-----	R-----	----- days
-----	R-----	-----days
-----	R-----	----- days

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

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

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project

.....

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

*YES/NO

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

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF RURAL DEVELOPMENT
AND AGRARIAN REFORM
PRIVATE BAG X0040
BHISHO
5605
Nomapha.Mfunda@drdar.gov.za
Or for technical information –
Nandipha.Ndudane@drdar.gov.za
047 5420221/0724300970

AMOUNT IN WORDS:

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**

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

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.

other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this RENDERING process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

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.

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

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL RENDERING 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 RENDERING REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR RENDERING OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 RENDERING 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	Documentation to be submitted by bidders to validate their claim for points	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)
Price evaluation		N/A	80	N/A	
Price or quotation offer under consideration					
Total for Price		N/A	80	N/A	
Specific Goals		N/A	20	N/A	
EME or QSE which is at least 51% owned by Black people.	ID Copy CIPC (Company registration)' CSD report (the ownership status of the 2 documents must	N/A	5	N/A	

	correspond in order to be awarded points)				
Located in the OR Tambo District municipality.	Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement	N/A	2	N/A	
EME or QSE which is at least 51% owned by Women.	ID Copy CIPC (Company registration)' CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	N/A	7	N/A	
EME or QSE which is at least 51% owned by Youth (up to 35 years of age).	CIPC (Company registration)' CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	N/A	4	N/A	
EME or QSE which at least 51% owned by people with Disability.	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority.	N/A	2	N/A	
TOTAL POINTS			100		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....Compan

y registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.5. 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:

.....

.....

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

Suppliers and Service Providers are to provide references to confirm pervious goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

YEAR COMPLET										
VALUE OF WORK										
NATURE OF WORK										

CONTACT PERSON (NAME & TEL NO)										
EMPLOYER (NAME & TEL NO)										

SIGNED ON BEHALF OF THE BIDDER:

.....

APPENDIXES

APPENDIX 1

SITE INSPECTION

ADMINISTRATIVE CONTROL
ORGANISATIONAL STRUCTURE
(Section 4.3)

The following organisational structure shall be applied:

The following principles and procedures shall be applied in the management of the service:

(Submit additional information on separate pages if necessary).

The following translations, if necessary, are needed to operate as a self-service catering system:

(SIGNED):

FOR BIDDER

DATE :

APPENDIX 4

BROADSHEET NUMBER:

INSTITUTION: MONTH:

MEAL:

WARD / CANTEEN/ MESS / RESTAURANT

DATE	TOTAL MENU A	SIGNATURE		DATE	TOTAL MENU A	SIGNATURE	
		CATERER	OFFICE R			CATERER	OFFICE R
					TOTAL		

TOTAL MEALS RECEIVED:

CERTIFIED CORRECT:

SIGNATURE TITLE
 For Department/Institution

SIGNATURE TITLE
 For Caterer

QUALITY CONTROL OF FOOD

When the menus are drawn up, combinations of colour, flavour, texture, cooking method and variety in food items must be considered. All ration scales are for raw weight as purchased. The guidelines: Loss / gain factor (Appendix 11) or another guideline as agreed upon by the two parties will form the basis on which loss / gain in weight during preparation of food will be determined.

1. MEAT

- 1.1 Not more than 10% of a meat portion (raw mass) shall be replaced by a textured vegetable protein of an acceptable quality agreed upon by the Institution of intended use. The Department reserves the right to have it tested before the caterer will be allowed to use it.
- 1.2 The mass specified under the RAW SPECIFICATION (Appendix 12) is for edible mass only, thus this mass does not include bones and visible fat.
- 1.3 The grade of meat for beef and mutton shall be no lower than B4. No lower grades will be accepted.
- 1.4 Only best quality polonies will be accepted.
- 1.5 Frozen fish cakes / -fingers should contain at least 90% fish.

2. VEGETABLES AND FRUIT

- 2.1 Only choice grade frozen vegetables will be accepted for vegetable dishes.
- 2.2 Caterers grade frozen vegetables may be used for stews.
- 2.3 Fresh fruit and vegetables shall be of a good standard and quality and be ripe but not overripe.
- 2.4 Fruit juice / nectar shall contain no less than 40% pure fruit juice after it has been diluted in accordance with the manufacturer's specifications (unless otherwise specified by the Department).
- 2.5 Average acceptable portion for fresh fruit: plus minus 150 g (1 medium or 2 small fresh fruit): cubes i.e. melon /pawpaw plus minus 125 ml.

3. MILK AND DAIRY PRODUCTS

- 3.1 Only whole fresh milk and cream powder milk (cooking purposes) may be used. No milk blends or coffee creamers / whiteners allowed.
- 3.2 Powdered full cream milk for cooking purposes shall be 100% dairy and shall be reconstituted in accordance with the manufacturers' specifications.
- 3.3 Sorbet ice - cream may be used.

4. **BREAD**

4.1 Wholewheat bread may be given instead of brown bread.

5. **COFFEE AND TEA**

5.1 Good quality ground and instant coffee to be used. Not more than 25 % chicory.

5.2 Good quality Ceylon - type blended tea

5.3 Rooibos tea, choice quality.

5.4 Milo, cocoa - choice quality.

GUIDELINES: LOSS / GAIN FACTOR**1. Increased factor from raw cooked by weight**

Mealie Meal - stiff (Phutu)	X 2,5
Mealie Meal - medium stiff	X 3,5
Oats, Maltabella	X 5
Rice - white	X 3
Rice - brown	X 3
Macaroni and Spaghetti	X 2,5
Pearl Wheat	X 3
Samp and Mealie Rice	X 2,5
Legumes e.g. dried beans	X 2,5

2. % Loss from raw prepared / cooked by weight

Marrow	:	sliced, cooked	- 30%
Beetroot	:	cooked, skin, sliced	- 20%
Butternut	:	skin, sliced, cooked	- 30%
Cabbage	:	grated for salad	- 30%
	:	sliced, cooked	- 35%
Carrots	:	grated for salad	- 20%
	:	skinned, sliced, cooked	- 20%
Celery	:	tops for salad	- 50%
Green pepper	:	for salad	- 20%
Cucumber	:	skin, sliced	- 15%
Gem Squash	:	cooked, skinned, pips	- 20%
Onion	:	skinned, sliced, salad	- 15%
	:	skinned, cooked	- 18%
Pumpkin	:	skinned, pips, cooked	- 35%
Potato	:	skinned, cooked	- 10%
Sweet potato	:	skinned, cooked	- 20%
Spinach	:	cooked	- 40%

3. % Cooking loss, - bone, - fat edible portion by weight

Mince	:	20%
Topside	:	trimmed- 20%
Sausage	:	beef, boerewors 20%
	:	Vienna 15%
Stewing beef	:	30-35%
Mutton with bone	:	30 - 35%
Leg of lamb roasted with bone	:	30 - 35%
Lamb Chop	:	30-35%
Pork chops with bone	:	30 - 35%
Tongue	:	wet heat 12%
Kidneys and liver	:	wet heat 10%
Bacon	:	dry heat 15%
Chicken	:	whole with bone 35 - 40%
	:	breasts with bone 30 - 35 %

Hake : thighs with bone 30 - 35%
: drumsticks with bone 35 - 40%
: moist dry cooking 12 - 15%

DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM, EASTERN CAPE, TARDI

EASTERN CAPE, TARDI

1 2 3 4 5 6 7

BREAKFAST

PORRIDGE/CEREAL (incl Milk & Sugar) 1 EGG PROTEIN TOMATO MILK BREAD/TOAST & MARGARINE SPREAD TEA/COFFEE CONDIMENTS	Cornflakes 1Fried egg Bacon/2Chicken Vienna's/soya nuggets 250ml Prepacked Juice 4 Slices Bread Margarine Assorted Jam Tea and Coffee All*	Mealie Meal 1Boiled egg Sliced tomato & 2 vienna's 250mlPrepacked Juice 4slicesBread Margarine Peanut butter Tea and Coffee All*	Oats Scrambled egg Savoury Mince 250mlPrepackedJuice 4Slices bread Margarine Assorted Jam Tea and Coffee All*	All Bran flakes 1Fried egg and 1cheese slice 2 tomato & cucumber slice 250mlPrepacked Juice 4 slices Bread Margarine Peanut butter Tea and Coffee All*	Mealie meal Fried egg Fish finger Tomato slices 250ml PrepackedJuice 4Slices bread & Margarine Assorted Jam Tea and Coffee All	Rice crispies 1Fried egg Pork sausage Cucumber slices 250ml Prepacked Juice 4Slice Bread & Margarine Peanut butter Tea and Coffee All*	Oats 1Fried egg Baconstrips Cucumber &Tomato slice 250ml Prepacked Juice 4Slice Bread & Margarine Tea and Coffee All*
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LUNCH

MEAT/PASTRY STARCH GRAVY SALADS BREAD & MARGARINE SPREAD MILK/JUICE 1FRUIT CONDIMENTS	Beef / chicken burger Burger Roll Fried Potato Chips Fresh Salad 4Slice Bread & Margarine Juice Still Water 500ml Banana All*	Fried fish Fried Potato Chips Fresh Salad 4slice Bread & Margarine Juice Still Water 500ml Apple All*	2 Hot Dogs & Braised onion 4slice Bread & Margarine Juice Still Water 500ml Orange All*	Assorted Pies incl of vegetarian pies Mashed Potato Gravy Fresh Salad 4sliceBread & Margarine Juice Still Water 500ml Banana All*	Lasagne (mince)/ chicken / veggie lasagne Fresh Salad 4slice Bread & Margarine Juice Still Water 500ml Apple All*	Fried Chicken Fried Potato Chips Fresh Salad 4slice Bread Margarine Juice Still Water 500ml Pear All*	Chicken Schnitzel Potato Mashed Fresh salad Gravy 4slice Bread & Margarine Juice Still Water 500ml Pear All*
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SUPPER

MEAT STARCH VEGETABLES GRAVY PUDDING/DESERT BREAD & MARGARINE SPREAD MILK/JUICE TEA/COFFEE CONDIMENTS	Brisket Beef Mngqusho 2InSeasonVegetables Instant Pudding 2 slice Bread & Margarine Juice Tea and Coffee All*	Roast Chicken Rice 2InSeasonVegetables Chakalaka Gravy Jelly & Custard 2slice Bread & Margarine Juice Tea and Coffee All*	Beef stew Pap 2 In-Season Vegetables Yoghurt 2sliceBread & Margarine Assorted Jam Juice Tea and Coffee All*	Chicken stew Rice 2In-Season Vegetables Jelly & Custard 2slice Bread & Margarine Juice Tea and Coffee All*	Roast Pork Pap 2In-Season Vegetables Gravy Instant Pudding 2 slice Bread & Margarine Assorted Jam Juice Tea and Coffee All*	Grilled Chicken Savoury Rice 2 In-Season Vegetables Gravy Yoghurt 2slice Bread & Margarine Juice Tea and Coffee All*	Roast Chicken Rice Gravy 3 In-Season Vegetables Ice Cream 2slice Bread & Margarine Assorted Jam Juice Tea and Coffee
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* Tomato Sauce, Sweet chilli sauce, mustard sauce, salad dressing, Mayonnaise, Vinegar, Salt, Pepper

APPENDIX 7 (Pg 1 of 2)

DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM EASTERN CAPE, TARDI

	8	9	10	11	12	13	14
	BREAKFAST						
PORRIDGE/CEREAL (incl Milk & Sugar) 1 EGG PROTEIN TOMATO MILK BREAD/TOAST & MARGARINE SPREAD TEA/COFFEE CONDIMENTS	2 Weet -Bix Scrambled egg Savoury mince 250ml Prepacked Juice 4 Slices Bread & Margarine Assorted Jam Tea and Coffee All*	Mealie Meal 1 Fried egg and 1 cheese slice Tomato and cucumber slices 250ml Prepacked Juice 4 slices Bread & Margarine Peanut butter Tea and Coffee All*	2 Corn flakes 1 fried egg Bacon strips 2 Tomato slices 250ml Prepacked Juice 4 Slices bread & Margarine Assorted jams Tea and Coffee All*	Oats 1 Fried egg 2 fish fingers Cucumber slices 250ml Prepacked Juice Bread & Margarine Peanut butter Tea and Coffee All*	Mealie meal Scrambled egg Bacons strips 250ml Prepacked Juice 4 Slices bread & Margarine Assorted Jam Tea and Coffee All	All bran flakes Savoury mince 250ml Prepacked Juice 4 Slice Bread & Margarine Peanut butter Tea and Coffee All*	Oats 1 Fried egg Beef/pork Sausage/soy a sausage Tomato slice 250ml Prepacked Juice 4 Slice Bread & Margarine Tea and Coffee All*
	LUNCH						
MEAT/PASTRY STARCH GRAVY SALADS BREAD & MARGARINE SPREAD MILK/JUICE 1 FRUIT CONDIMENTS	Stir fried chicken strips Potato Chips Fresh Salad 4 Slice Bread & Margarine Juice Still Water 500ml Banana All*	Bolognaise Spaghetti Chips Fresh Salad 4 slice Bread & Margarine Juice Still Water 500ml Apple All*	Hamburger Fried Potato Chips Fresh Salad 4 slice Bread & Margarine Juice Still Water 500ml Orange All*	Fried Fish Fried Potato Chips Fresh Salad 4 slice Bread & Margarine Juice Still Water 500ml Banana All*	Chicken Schnitzel/vegetable patty Gravy Mash Potato Fresh Salad 4 slice Bread & Margarine Juice Still Water 500ml Apple All*	Chicken Stew Rice Fresh Salad 4 slice Bread & Margarine Juice Still Water 500ml Pear All*	2 Pies Assorted Mash Potato Rice Fresh salad Gravy 4 slice Bread & Margarine Juice Still Water 500ml Pear All*

SUPPER							
MEAT	Chicken Stew	Pork	Brisket Beef	Roast Chicken	Beef stew	Tomato Sausage	Roast
STARCH	Rice	Roast/Pork	Mngqusho	Savoury Rice	Pap	Pap	Chicken/ soya
VEGETABLES	2InSeasonVegetables	Chops	2 In-Season	2 Salads	2In-Season	2 In-Season	patty
GRAVY		Pap	Vegetables	Gravy	Vegetables	Vegetables	Rice
PUDDING/DESERT	Instant Pudding	Chakalaka	Gravy	Jelly &	Gravy	Gravy	2 In-Season
T	2 slice Bread &	Gravy	200ml	Custard	Instant	200mlflavoredYoghurt	Vegetables
BREAD &	Margarine	Jelly &	flavoured	2slice Bread &	Pudding		2 Salads
MARGARINE	Juice	Custard	Yoghurt	Margarine	2 slice Bread	2slice Bread &	Ice Cream
SPREAD	Tea and Coffee	2slice Bread &	2sliceBread &	Juice	& Margarine	Margarine	2slice Bread
MILK/JUICE	All*	Margarine	Margarine	Tea and	Assorted Jam	Juice	& Margarine
TEA/COFFEE		Juice	Assorted Jam	Coffee	Juice	Tea and Coffee	Assorted
CONDIMENTS		Tea and	Juice	All*	Tea and	All*	Jam
		Coffee	Tea and		Coffee		Juice
		All*	Coffee		All*		Tea and
			All*				Coffee
							All*

Tomato Sauce, Sweet chilli sauce, mustard sauce, salad dressing, Mayonnaise, Vinegar, Salt, Pepper

MEAL	FOOD CATEGORY	RAW SPECIFICATION	COMMODITY	FREQUENCY	TOTAL RAW PORTION		
				PER 14 DAY CYCLE			
BREAKFAST	PORRIDGE/CEREAL	60 g	MEALIE MEAL	1X	60 g		
		60 g	OATS	2X	120 g		
		40 g	CEREAL (CORNFLAKES, BRAN, RICE CRISPIES)	4 X	160 g		
	MILK (F/CREAM)	150 ml	FOR PORRIDGE & CEREAL	7 X	1050ml		
	MILK (F/CREAM)	200 ml	GLASS OF TO DRINK	7 X	1400ml		
	SUGAR	20 g	FOR PORRIDGE & CEREAL	7X	140g		
	BREAD (BROWN)	40 g	4 X SLICES	7 X	280 g		
	BREAD (WHITE)	40 g	4X SLICES	7X	280 g		
	MARGARINE	40 g		7 X	280 g		
	SPREAD	40 g	JAM or PEANUT BUTTER or HONEY or SYRUP or equivalent	7 X	280 g		
	EGG	50 g	EGG (varied - fried, boiled)	7 X	350 g		
		50gx2	(2xscrambled)	1x	100g		
	PROTEIN	100 g	BACON	2X	200 g		
		100 g	SAVOURY MINCE	1X	100 g		
		100 g	SAUSAGE	1 X	100 g		
		60 g	CHEESE	2X	120 g		
	TOMATO	20 g		2 X	40 g		
	TEA/COFFEE	1 g/4 g	(or equivalent)	7 X	14 g/28 g		
		50 ml	MILK	7X	350 ml		
		20 g	SUGAR	7X	140 g		
	CONDIMENTS	20 g	TOMATO SAUCE	7 X	140 g		
		20 g	MAYONNAISE	7 X	140 g		
		20 ml	VINEGAR	7 X	140 g		
		8 g	SALT	7 X	56 g		
		8 g	PEPPER	7 X	56g		
LUNCH	MEAT	180 g	SAVOURY MINCE	1X	180g		
		100 g	SAUSAGE	1X	100 g		
		100 g	HAMBURGERS	1X	100 g		
		180 g	CHICKEN (without Bone)	1 X	180 g		
		180 g	PORK (without Bone)	0 X	180 g		
		150 g	FISH (without Bone)	1X	150 g		
		200 g	VIENNA (Hot Dog)	0 X	200 g		
			PIZZA	200 g	BASE and FILLING	0 X	200 g
			PASTRY	100 g	PIES	1 X	100g
			STARCH	200 g	POTATO (varied - roast, sauté, boiled, mashed, chips)	5X	1000 g
		90 g	BREAD ROLLS	1 X	90 g		
		90g	NOODLES / MACARONI	0 X	180 g		
	GRAVY	10 g/100 ml	TOGETHER WITH STARCH	7 X	10g/100ml		
	SALADS	100 g	FRESH VEGETABLES	6X	600 g		
	BREAD (BROWN)	160 g	4 X SLICES	7 X	1120 g		
	BREAD (WHITE)	160 g	4 X SLICES	7 X	1120 g		
	MARGARINE	40 g		7 X	560 g		
	SPREAD	40 g	JAM or PEANUT BUTTER or HONEY or SYRUP or equivalent	7 X	560 g		
	FRUIT	150 g	FRESH FRUIT	7 X	1050 g		
	FRUIT JUICE	250 ml	FLAVOURED JUICE	7 X	1750 ml		
	STILL WATER	500ML	STILL WATER	7X	3500ml		
	CONDIMENTS	20 g	TOMATO SAUCE	7 X	140 g		
		20 g	MAYONNAISE	7X	140 g		
		20 ml	VINEGAR	7 X	140 g		
		8 g	SALT	7 X	56 g		
		8 g	PEPPER	7 X	56g		
SUPPER	MEAT (without Bone)	200 g	BEEF STEAK	1 X	200 g		
		200 g	MUTTON CUBED	1X	200 g		
		120 g	SAUSAGE	1 X	120 g		
		200 g	PORK ROAST	1 X	200 g		
		200 g	CHICKEN ROAST	2 X	400 g		
		180 g	CHICKEN STEW	1 X	180 g		
	STARCH	200 g	POTATO (varied - roast, saute, boiled, mashed)	3X	600 g		
		90 g	RICE	3 X	270 g		
		90 g	MEALIE MEAL/PHUTU	3 X	270 g		
		90 g	MNGQUSHO	1X	90 g		
	GRAVY	10g/100ml	TOGETHER WITH STARCH	7 X	7g/700ml		
	VEGETABLES	2 X 75 g	FRESH VEGETABLES (cooked)	7 X	1050 g		

	BREAD (BROWN)	80 g	2 X SLICES	7X	1260 g
	BREAD (WHITE)	80 g	4 X SLICES	7X	1260 g
	MARGARINE	40 g	JAM or PEANUT BUTTER or	7 X	280 g
	SPREAD	40 g	HONEY or SYRUP or equivalent	7 X	280 g
	FRUIT JUICE	250 ml	FLAVOURED JUICE	7 X	1750 ml
	PUDDING/DESERT	100 g	JELLY AND CUSTARD	1 X	100 g
		100 g	INSTANT PUDDING	2 X	200 g
		100 g	ICE CREAM & CHOC SAUCE	1 X	100 g
		100 g	FRUIT SALAD & ICE CREAM	1 X	100 g
		100 g	APPLE CRUMBLE & CUSTARD	0 X	100 g
		100 g	VANILLA SPONGE & CUSTARD	0 X	100 g
		100 g	BREAD & BUTTER PUDDING	0 X	100 g
		100 g	CHOCOLATE MOUSSE	0 X	100 g
		100 g	CHOCOLATE SPONGE	0 X	100 g
		100 g	BANANA CUSTARD	0 X	100 g
		125ml	ASSORTED YOGHURT	2X	250ml
	TEA/COFFEE	1 g/4 g	(or equivalent)	7 X	7 g/28 g
		50 ml	MILK	7 X	350ml
		20 g	SUGAR	7 X	140 g
	CONDIMENTS	20 g	TOMATO SAUCE	7 X	140 g
		20 g	MAYONNAISE	7X	140g
		20 ml	VINEGAR	7 X	140 g
		8 g	SALT	7 X	56 g
		8 g	PEPPER	7 X	56 g

DAY PACK SPECIFICATIONS

PORTION SPECIFICATION	RAW WEIGHT
BREAKFAST	
Bread (4 Slices)	160 g
Margarine	40 g
Protein / Spread	60g
Fruit Juice	330 ml
Fruit(in season)	
LUNCH	
Protein Dish	180 g
Bread / Starch	160 g
Vegetable/ Salad	120 g
Fruit juice(cans)	330 ml
Fruit(in season)	
Margarine (with bread)	40 g
SUPPER	
Protein Dish	180 g
Bread / Starch	160 g
Vegetable/ Salad	120 g
Fruit juice(cans)	330 ml
Fruit (in season)	
Margarine (with bread)	40 g

BIDDER'S FINANCIAL SUMMARY

BID NO:

NAME OF BIDDER:

INSTITUTION: Tsolo Agriculture & Rural Development Institute (TARDI)

VALIDITY: 90 DAYS

PERIOD: 36 Months

V.A.T. MUST BE INCLUSIVE
PRICE TO HOLD FIRM FOR THE ENTIRE PERIOD (INFLATION AS PER CPI TO BE
CALCULATED AND INCLUDED)
BID PRICES IN SA CURRENCY

FOOD COSTS BROUGHT FORWARD FROM SCHEDULE A	COST FOR ONE MONTH
MENU A	
TOTAL OF FOOD COSTS	
FIXED OVERHEADS FOR 1 MONTH BROUGHT FORWARD FROM SCHEDULE B	
GRAND TOTAL: FOOD COSTS AND OVERHEADS (1)	

**TO CALCULATE COST PER PERSON PER DAY DIVIDE 1 ABOVE BY 2 ON SCHEDULE A.
DIVIDE BY 36 ON SCHEDULE A.**

(GRAND TOTAL FOOD & OVERHEADS)

(FULL PARTICIPATION ÷ (36) Schedule A - R -----)

1. Are the prices quoted firm for the duration of the contract period?
Yes / No:
2. If not, full details must be furnished of the components of the bid price subject to escalation, the circumstances under which escalations will be applied for, as well as the basis on which escalations will be calculated. Refer to point 4 of the Bid Conditions.
3. Date on which the above institution was inspected -----
4. Signature: _____

CALCULATION OF FOOD COSTS

BID NO:

INSTITUTION: Tsolo Agriculture & Rural Development Institute (TARDI)

PERIOD: 36 months

NAME OF BIDDER:

COST PER MEAL (EXCLUDING OVERHEADS)

(Inclusive of V.A.T.). For additional information refer to Appendices 7 - 9.

PRICE TO HOLD FIRM FOR PERIOD OF 36 MONTHS (INFLATION TO BE CALCULATED AND INCLUDED AS PER CPI)

MEAL	A
Breakfast - Total Cost	
Lunch - Total Cost	
Supper - Total Cost	
TOTAL COST PER PERSON PER DAY	

CALCULATION OF MONTHLY FOOD COSTS	A
Number of Persons (maximum)	210
Operating Days per Month (maximum)	31
Monthly Food Cost*	

SCHEDULE B**CALCULATION OF OVERHEAD STRUCTURES****PRICE TO HOLD FIRM FOR PERIOD OF 36 MONTHS (INFLATION TO BE CALCULATED AND INCLUDED AS PER CPI)**

BID NO:

INSTITUTION: Tsolo Agriculture & Rural Development Institute (TARDI)

PERIOD: 36 Months

NAME OF BIDDER:

SALARIES & WAGES: BIDDER'S OWN PERSONNEL

POSITION	NUMBER of STAFF	SALARIES / WAGES	LEVIES	ALLOWANCES	TOTAL PER MONTH
Dietician	01				
Food Service Manager	01				
Supervisor	02				
Head Chef	01				
Preparation Chef	04				
Food Service Assistant	08				
Storeman	01				
SUB-TOTAL					
V.A.T.					
TOTAL					

NB: Overheads to exclude months institute is officially closed e.g December holidays.**OTHER COSTS**

	(I) COST FOR 1 YEAR - INCLUDING VAT	(II) (I) DIV. 12 MONTHLY CHARGE
CLEANING MATERIAL		
UNIFORMS		
TRAVEL COSTS		
STATIONERY		
MANAGEMENT FEE		

SUNDRIES (<i>Specify</i>)		
SALARIES & WAGES – AS ABOVE		
TOTAL COST		

NB: Overheads to exclude months institute is officially closed e.g December holidays.

SCHEDULE C

**MEAL PACKS
PRICE PER PACK**

THE CATERER SHALL PROVIDE MEAL PACKS FOR STUDENTS FOR ONE MEAL OR A WHOLE DAY. THESE MUST BE PACKAGED IN DURABLE FOOD PACKAGING CONTAINERS THAT ENSURE FOOD IS NOT MIXED DURING TRANSPORTATION.

PRICE TO HOLD FIRM FOR PERIOD OF 36 MONTHS (INFLATION TO BE CALCULATED AND INCLUDED AS PER CPI)

PORTION SPECIFICATION	RAW WEIGHT	COST PER ITEM	
BREAKFAST			
Bread (4 slices)	160 g		
Margarine	40 g		
Fruit juice	330ml		
Fruit (in season)			
Protein / Spread	60 g		
TOTAL COST FOR BREAKFAST (1)			
LUNCH			
Protein Dish	180 g		
Bread / Starch	160 g		
Vegetable / Salad	120 g		
Fruit juice	300ml		
Fruit (in season)			
Margarine (with bread)	40 g		
TOTAL COST FOR LUNCH (2)			
SUPPER			
Protein Dish	180 g		
Bread / Starch	160 g		
Vegetable / Salad	120 g		
Fruit juice	330 ml		
Fruit(in season)			
Margarine (with bread)	40 g		
TOTAL COST FOR SUPPER (3)			
TOTAL COST FOR FULL DAY			
TOTAL COST FOR MEAL VOUCHER	BREAKFAST	LUNCH	SUPPER

TOTAL COST FOR SUPPER (3)			
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SCHEDULE D

UNSCHEDULED MEALS (Workshops/Trainings/Meetings)

THE CATERER SHALL PROVIDE MEALS FOR WORKSHOPS/TRAININGS/MEETINGS BASED ON THE FOLLOWING SELECTION.

PRICE TO HOLD FIRM FOR PERIOD OF 36 MONTHS (INFLATION TO BE CALCULATED AND INCLUDED AS PER CPI)

TEA COFFEE ITEMS	COST per (item) meal
TEA/COFFEE (incl. Milk, Sugar, Sweetener etc)	
Juice (glass)	
Cold Drinks / Juice (cans)	
Biscuits	
Muffins	
Scones	
Sandwiches	
Fruit	

LUNCH OPTIONS	COST per (item) meal
Beef Lasagne	
Curry (Beef)	
Roast (Beef)	
Roast (Chicken)	
Curry (Chicken)	
Curry (Mutton)	
Grilled Hake	
Pork(Roast)	
Ulusu (sheep GIT)	
Butternut Lasagne (V)	
Spinach & feta Lasagne (V)	
Curry (Vegetable) (V)	
Savoury Rice / Rice	
Mnqusho (Samp n beans)	
Pap	
Roast Potatoes	

Vegetables, Salad	
Gravy	
Juice (glass)	
Cold Drinks / Juice (cans)	

DESSERT COURSE	COST per (item) meal
Malva Pudding	
Cheese Cake	
Milk tart	
Lemon Meringue	
Chocolate or Vanilla Sponge Cake	
Crème Brulee	
Fresh Fruit platter	

FINGER-LUNCH OPTIONS	COST per (item) meal
Chicken Drums/ Wings	
Cocktail Sausages	
Beef strips	
Meat Balls	
Butternut & feta tartlets	
Vegetable spring-rolls	
Sausage Rolls	
Samosas	
Mini Pies	
Wraps (with various fillings)	
Cocktail Rolls	
Sandwiches	
Juice (glass)	
Cold Drinks / Juice (cans)	

BOTTLED WATER	COST per (item) meal
Bottled Water (500 ml)	

AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID

3 CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

CONTRACT FORM - RENDERING OF SERVICES

5 PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

5.1 DESCRIPTION OF 5.2 SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

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