



**HEAD OFFICE – SUPPLY CHAIN MANAGEMENT**

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**ADVERTISEMENT  
SCMU4 - 25/26 - 0025**

**APPOINTMENT OF A SERVICE PROVIDER FOR CATERING SERVICES AT BHISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METROPOLITAN FOR A PERIOD OF THREE (3) YEARS.**

**Issued by:**

Province of the Eastern Cape  
Department of Social Development

**Contact Person:**

Ms. G. Nkhalane  
Tel: 063 331 5864 (for specification related enquiries)

Ms. V. Matha / Ms. N. James / Mr. M. Vukubi  
Tel: 064 608 2853 / 078 683 7883 / 082 779 9347 (for completion of document)

Private Bag X0039  
Bisho  
5605

**Name of Company/Bidder:** \_\_\_\_\_

**CSD/Supplier Number: MAAA** \_\_\_\_\_

**Company/Bidder's Tel/Cell:** \_\_\_\_\_

**Company Email Address:** \_\_\_\_\_

**QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 26 FEBRUARY 2026 IN THE TENDER BOX AT:  
DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINAH SISULU HOUSE,  
BEATRICE STREET, KING WILLIAMS TOWN**

**Closing Date: 26 FEBRUARY 2026**

**Closing Time: 11H00**

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**NAME OF DEPARTMENT: SOCIAL DEVELOPMENT**

**BID NUMBER: SCMU4 -25/26- 0025**

**BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR CATERING SERVICES AT BHISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METROPOLITAN FOR A PERIOD OF THREE (3) YEARS.**

NO	Item Description	Checked by Bidder	Verified By Department	Signature of Verifier	Comments ( if any)
1.	Completed and signed SBD1, SBD4. (Indicate with "N/A" when information is not applicable)				
2.	Copy of agreement signed by all parties in the case of Joint Venture / Consortium; clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 19.1				
3.	Correction fluid of any kind <b>MUST NOT</b> be used. Any corrections made <b>ON PRICE</b> must be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's initials.				
4.	Completion of Annexure C and F (Indicate with "N/A" when information is not applicable)				
5.	Proof of one year's combined experience in the provision of catering services on a fixed term contract (copy of signed award letter / copy of signed contract and a corresponding letter from the company / department indicating that catering services were satisfactory rendered. Annexure F must be fully completed, please refer to sub-paragraph 12.1 and 12.2.				

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOCIAL DEVELOPMENT)</b>					
BID NUMBER:	SCMU4-25/26-0025	CLOSING DATE:	26 FEBRUARY 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR CATERING SERVICES AT BHISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METROPOLITAN FOR A PERIOD OF THREE (3) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SOCIAL DEVELOPMENT</b>					
<b>ALBERTINA SISULU HOUSE</b>					
<b>7 BEATRICE STREET</b>					
<b>KING WILLIAMS TOWN, 5600</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James		CONTACT PERSON	Ms. G. Mncunzwa	
TELEPHONE NUMBER	0827799347 / 0646082853 / 0786837883		TELEPHONE NUMBER	0633315864	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<u>mpendulo.vukubi@ecdsd.gov.za</u> / <u>veliswa.matha@ecdsd.gov.za</u> / <u>noludwe.james@ecdsd.gov.za</u>		E-MAIL ADDRESS	<u>gcobisa.mncunzwa@ecdsd.gov.za</u>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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 THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: SCMU4-25/26-0025
Closing Time 11:00	Closing date: 26 FEBRUARY 2026

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- |   |  |                          |
|---|--|--------------------------|
| - | Required by:                                     | .....                    |
| - | At:  | .....                    |
|   |  | .....                    |
| - | Brand and model                                  | .....                    |
| - | Country of origin                                | .....                    |
| - | Does the offer comply with the specification(s)? | *YES/NO                  |
| - | If not to specification, indicate deviation(s)   | .....                    |
| - | Period required for delivery                     | .....                    |
|   |  | *Delivery: Firm/not firm |
| - | Delivery basis                                   | .....                    |

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the

<sup>2</sup> 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.

contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender (women ownership)	6	
No franchise (black ownership)	2	
Disability	3	
Locality (Buffalo City Metropolitan)	6	
Youth	3	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown

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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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## 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.**

### 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 Procurement in terms of the Preferential Procurement 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 .....

DATE: .....

## CONTRACT FORM - RENDERING OF SERVICES

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

1. I..... in my capacity as..... accept your bid under reference number .....dated.....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.

DESCRIPTION OF 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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

#### **9. Packing**

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

#### **10. Delivery and documents**

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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



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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)



## **SPECIFICATION FOR CATERING SERVICES AT BISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY DISTRICT FOR A PERIOD OF THREE (3) YEARS**



## **1. BACKGROUND**

The Department is mandated to provide residential care for children in terms of the Children's Act 38 of 2005. In view of the aforementioned, the Department has established a residential facility, namely Bisho Child and Youth Care Centre in Buffalo City District for children in conflict with the law for a maximum capacity of 200 children. The number of children will vary each month.

## **2. PURPOSE**

The purpose of this document is to invite experienced/prospective bidders to submit proposals to provide catering services to the Residential Facility namely Bisho Child and Youth Care Centre in the Buffalo City District, with a maximum capacity of 200 children. This is the fixed term contract for a period of thirty-six (36) months and the bidder should take annual escalation into account when submitting the proposal.

## **3. OVERALL OBJECTIVE**

To provide catering services at Bisho Child and Youth Care Centre consisting of three nutritious meals (Breakfast, Lunch and Supper) per day and three snacks (morning, afternoon and evening) per day for 200 children. (Maximum of 200 children between 14-17 years)

## **4. SCOPE**

- 4.1 To provide three nutritious meals (Breakfast @ 7h00, Lunch @ 13h00 and Dinner @ 18h00 for babies & toddlers and 19h00 for teenagers) per day, and three snacks (morning @ 10h00, afternoon @ 15h00 and evening @ 20h15) in consideration of dietary needs (Maximum of 200 children).
- 4.2 To provide own staff to prepare and serve the meals. The Food Service Manager must be available for a minimum of 5 days per week. (It is the responsibility of the successful bidder to ensure that the staff employed has never been found unsuitable to work with children by the Children's Court, Criminal Court or any other forum dealing with disciplinary matters).
- 4.3 To clean the kitchen, kitchen stores, dining hall, kitchen equipment (Equipment listed in annexure E) and sanitize the kitchen and mess after each meal.
- 4.4 Provide cookery (pots and pans), melamine crockery (plates, dishes, cups and saucers) and melamine cutlery (forks, knives, spoons and teaspoons). Maximum capacity is 200 children.
- 4.5 Provision of disposable containers, crockery and cups to provide meals for children in isolation or quarantine.
- 4.6 Provision of containers for leftovers and removal thereof.
- 4.7 Institution is well stocked with groceries as per the attached Departmental menu (Menu tabulated under Annexure A).
- 4.8 Lunch packs / late meals are ready when required. (Lunch pack detailed in annexure A)





- 4.9 Provide cleaning material for cleaning of kitchen, kitchen stores, dining hall and kitchen equipment is available at all times (All cleaning material must be SABS approved. All containers for cleaning material must be clearly labeled).
- 4.10 Fumigate kitchen and stores once a month. (By a supplier accredited by the Department of Agriculture utilizing SABS approved products that are environmental friendly)
- 4.11 Keep small samples of each meal in small containers labeled with date and time, to be kept in the fridge for a period of 48 hours for reference purposes.
- 4.12 Provision of ten (10) meal hampers consisting of nonperishable food items for unexpected admission to be maintained. The service provider will claim for the issuing of a hamper an amount equivalent to the price of one meal.

**NB. Under no circumstances should leftovers be given to residents.**

## **5. CONTRACT PERIOD**

- 5.1 The contract shall be for a period of thirty-six (36) months. The commencement date of the contract will be mutually agreed between the Department and the successful bidder.
- 5.2 The successful bidder will sign a Service Level Agreement with the Department.

## **6. PRICING**

- 6.1 The bidder must quote as per annexure C.
- 6.2 Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable supplies exceeding R1,000,000.00 (excluding VAT) in a 12 month period to register for VAT.
- 6.3 Bidders must submit a detailed price schedule which is inclusive of escalation in respect of all costs. The price schedule must indicate prices for year 1, year 2 and year 3 as the Department will not allow any escalation and or variation of the submitted prices during the contract period.
- 6.4 Bidders must ensure that the quotes submitted have no arithmetic errors as the department will not rectify any errors on the quotations received. The quotes should include all activities/services that will be required for the required services as no variations will be accepted unless mutually agreed to by department and the appointed service provider prior to contract acceptance.
- 6.5 Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of proposals that the signatory authorizing the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.
- 6.6 All prices submitted should be typed in black ink or written in pen. No proposals written in pencil will be accepted or evaluated.



## **7. FINANCIAL CAPACITY**

The Department pays after services are rendered within thirty (30) days after submission of an invoice, it is therefore essential for the Prospective Bidder to either have funds to start the project or secure funding immediately upon awarding of the contract in order to ensure that employee salaries are paid. It must be noted that employee salaries must be equal to or in excess of the determinations on Minimum Wage and Basic Conditions of employment issued annually by the Department of Labour. In the event that the successful bidder fails to honor its obligations in terms of the contract due to unavailability funds, the Department reserves the right to cancel the contract.

## **8. LOCAL ECONOMIC DEVELOPMENT**

- 8.1 To support Local Economic Development, preference will be given to service providers based in the Buffalo City Metropolitan who can render the service, subject to compliance with the SCM regulatory framework. The application of preference is clearly stated on Stage 2 of evaluation.
- 8.2 Bidders are encouraged to source 50% of catering and other operational personnel from the ward where the centre is situated, preference should be given to persons with previous experience in provision of catering services within the centre.
- 8.3 The procurement of all catering related equipment including protective clothing and gear for the catering and other personnel will be sourced from suppliers within the Eastern Cape. Provincial Treasury (PT) and Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) will maintain and provide a list of locally manufactured goods/ commodities. The bidder will be expected to provide proof as and when required by the Department in terms of this clause. Failure to adhere to this clause, could lead to review and termination of the contract.
- 8.4 In sourcing supplies for catering i.e. vegetables, bread, etc, the successful bidder must give preference to projects and co-operatives funded by the Department within the area. The Department will provide a list of funded projects in the area to the successful Bidder.

## **9. PAYMENT**

- 9.1 The successful bidder will bill the Department monthly after services have been rendered including overheads.
- 9.2 Invoice must be submitted on a monthly basis according to the number of residents served in that particular month.
- 9.3 Payments will be made on a monthly basis within 30 days on submission of an invoice.
- 9.4 Attached to the monthly invoice must be that month catering site report signed by the Centre Manager and copy of payroll dated, the same month of the invoice that the bidder's employees have been paid. Failure to submit these two reports, the invoice for that month will not be paid.
- 9.5 The monthly invoice is to be submitted by the third working day of each month to the Centre Manager for processing of the monthly invoice.

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## **10. PENALTIES**

The Department shall, subject to the condition relating to breach in the General Conditions of Contract and the Service Level Agreement, and without prejudice to any of its rights, be entitled to impose penalties on the service provider in the event of any non-performance or under-performance.

## **11. DEVELOPMENT OF EMERGING SUPPLIERS**

- 11.1 The Department supports the development of emerging suppliers qualifying in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and cooperatives that have been registered in terms of section 7 of the Cooperatives Act, Act 14 of 2005. Therefore, emerging suppliers and cooperatives that meet the requirements of this bid are encouraged to participate.
- 11.2 The successful bidder is expected, where possible, to subcontract a minimum of 30% of the contract value to the following targeted designated groups:
- a) A cooperative which is at least 51% owned by women.
  - b) An EME or QSE which at least 51% owned by women who are youth.
  - c) An EME or QSE which at least 51% owned by women who are military veterans.
  - d) An EME or QSE which at least 51% owned by women living in rural or underdeveloped areas or townships.
- 11.3 Bidders are also encouraged, during the bidding process and the contract period to ensure the following:
- a) Establish working relationships with the registered cooperatives in the form of joint ventures or subcontracts.
  - b) Sourcing of commodities: The successful bidder must give preference to projects and co-operatives funded by the Department within the Local Municipality where the services will be provided. The Department will provide a list of funded projects in the area to the successful Bidder.

## **12. COMPETENCY / EXPERTISE REQUIREMENTS OF SERVICE PROVIDER AND DOCUMENTS TO BE SUBMITTED**

- 12.1 Bidder must have a minimum of one year's combined (non-concurrent) experience in the provision of catering services on a fixed term contract.
- 12.2 Bidder must submit a copy of signed contract / award letter/ official order and a corresponding letter from the institution confirming that catering services were satisfactory rendered which will serve as proof of experience in the catering field together with their bid documents. All letters submitted must comply with the following:
- 12.2.1 A letter must be in the letter head of the relevant institutions where services were rendered.
  - 12.2.2 In the event of a subcontract, in addition to the confirmation that services were rendered by the subcontractor, the main contractor must also provide confirmation of satisfactory service from the institution which awarded the main contract.
  - 12.2.3 If the main contract was for various services, a letter must clearly specify the service which was rendered by the subcontractor.



- 12.3 The bidders must have a full-time food service manager for the duration of the contract. The food service manager must have a minimum of one-year catering services at an institution and management of staff. The food service manager must also have good communication skills.
- 12.4 The Food service manager's CV with contactable references and proof of qualifications in Food Service Management in the Hospitality Industry to be supplied within 7 days of the award.
- 12.5 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submission of their bids. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a contract to a bidder that is not registered on the CSD.
- 12.6 Qualifying bidders may claim preference points allocated for specific goals detailed under paragraph 17.2.
- 12.7 In order to be considered for preference, bidders must comply with the conditions stated in paragraph 17.2 below.
- 12.8 The Department reserves the right to require that both the contracting firm and its personnel providing the service be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require (full completion and submission of company questionnaire post award).

### **13. MONITORING, CONTROL AND REPORTS**

#### **13.1 MONITORING**

- 13.1.1 The Head of Bisho Child and Youth Care Centre shall at all times have access to the facilities and goods utilized by the successful bidder for the purpose of:
- a) Determining whether the bid conditions are being adhered to; and
  - b) Checking the inventory for furniture, fixtures, equipment and utensils etc. utilized by the successful bidder.
- 13.1.2 Regular inspections will be carried out by a departmentally appointed dietician and / or Head of the Institution to monitor quality and quantity of food provided. The Head of the Institution shall have authority to instruct the successful bidder to rectify any breach of the specification forthwith, failing which the Department reserves the right to cancel the contract.
- 13.1.3 The Department is entitled at any time to dispatch accredited Health/Safety Officers to monitor compliance with Health and safety standards as well as COVID 19 protocols.
- 13.1.4 The successful bidder would be required to keep small samples of each meal in small containers labeled with date and time, to be kept in the fridge for a period of 48 hours for reference purposes.
- 13.1.5 A standing liaison meeting between the successful bidder, Departmental delegation will be scheduled either on a monthly basis or as agreed upon by the parties and proceedings shall be minuted.

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## **13.2 CONTROLS**

### **13.2.1 SERVING OF MEALS**

Catering is **Only** for residents at the facility

### **13.2.2 MENU CYCLE**

A menu cycle covering a four-week period and drafted from the Food Specification Schedule (annexure A) and a standardized recipe file must be provided by the successful bidder to the Head of the institution within three weeks prior to the date of commencement of the contract and before the commencement of each and every subsequent month thereafter. The approved Departmental menu per Annexure A is valid for a period of 5 (five) years. The menu in Annexure A is standardised but can be changed by the Department as when required through a qualified dietitian. The successful bidder is to make allowance when submitting the bid proposal.

## **13.3 REPORTS**

- 13.3.1 The successful bidder must submit monthly reports to the Head of Bisho Child and Youth Care Centre for operational and logistical arrangements. (The report should cover all deliverables under paragraph 5 of this specification).
- 13.3.2 The successful bidder must provide monthly reports on the utilization of funded project or co-operatives in sourcing supplies. In the event of non-utilization of funded projects, reasons thereof must be provided.

## **13.4 DAILY CATERING REGISTERS**

Daily catering registers must be compiled by the successful bidder and verified by the Head of Institution for submission to the District Director on a monthly basis by the Head of the Institution. Successful bidder will be orientated on this system by the head of the institution.



## **14. OBLIGATIONS**

### **14.1 THE DEPARTMENT**

#### **The Department shall:**

- 14.1.1 Give the successful bidder access to the kitchen at Bisho Child and Youth Care Centre and all equipment as listed in (Annexure E) including water and electricity.
- 14.1.2 The department will be responsible for repairs of equipment damaged through normal wear and tear.
- 14.1.3 Mutually agree with the successful bidder for all additional equipment and replacements needed.
- 14.1.4 Be responsible for servicing and maintenance of fire extinguishers
- 14.1.5 Ensure that a proper handover of equipment and utensils is conducted prior to and after the contract period.

### **14.2 THE SUCCESSFUL BIDDER**

- 14.2.1 The successful bidder shall provide gas as a measure of backup in case of power failure.
- 14.2.2 The successful bidder shall be liable for damage or loss of equipment if it is due to incorrect usage / operation or neglect on the part of the Service Provider's staff.
- 14.2.3 The successful bidder shall provide uniform with the successful bidder's company name clearly indicated and provide staff with identification cards.
- 14.2.4 The successful bidder shall provide basic training for all staff under his control on the utilization of fire extinguishers.
- 14.2.5 The successful bidder must ensure that one of the staff members on duty has first aid training.
- 14.2.6 The successful bidder must ensure compliance with the Occupational Health and Safety Act (OHSA) by providing its officials with the necessary protective clothing and uniform.
- 14.2.7 The successful bidder must submit a health & safety plan within one month of signing the awarded contract to the Contracts Management unit at the Provincial Office. The successful bidder must adhere to the aims and provisions of the Occupational Health & Safety Act (OHSA) 85 of 1993 at all times.
  - 14.2.7.1 In this plan the bidder must include:
    - Company health & safety policy and adherence to COVID 19 protocols and other communicable diseases;
    - Company environmental health policy;
    - Waste management plan (The Department encourages the successful bidder, where possible, to implement recycling of waste);
- 14.2.8 The successful bidder must ensure that all employees deployed at the center are screened for:

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- 14.2.8.1 Tuberculosis (TB) - Submission of proof that the employees have tested negative on TB prior to commencement of the contract and thereafter every six (6) month;
- 14.2.8.2 The service provider must submit a criminal record clearance of all employees that will be deployed at the centre within seven days (7) of appointment. Any changes in employment during the contract period must be brought to the attention of the Centre Manager prior the change occurring.
- 14.2.8.3 The Department will ascertain from respective bodies whether employees in the bidder's service possess clearances and that none of the staff has been registered on the database for committing crimes as per the sexual offences register.

## 15 BRIEFING MEETING AND SITE VISIT

There will be no briefing session, however, for any clarities required, the Service Provider may contact the Department through the contact details provided in the cover page.

## 16 ANNEXURES

The following documents are attached:

- 16.1 Annexure A Food Specification (Menu)
- 16.2 Annexure B Estimated Number of children and number of Food Services Assistants
- 16.3 Annexure C Pricing schedule
- 16.4 Annexure D Physical address and contact person at Bhisho Child and Youth Care Centre
- 16.5 Annexure E Inventory List
- 16.6 Annexure F Contactable references
- 16.7 Annexure G Cleaning Material
- 16.8 Annexure H Local Economic Development Declaration

## 17. EVALUATION

The bid will be evaluated in two stages, pre-evaluation and evaluation as per Preferential Procurement Framework Act 5 of 2000 (PPPFA) as indicated below:

### 17.1 STAGE 1: Pre-qualification criteria:

- 17.1.1 Completed and signed SBD1, SBD4. (Indicate with "N/A" when information is not applicable)
- 17.1.2 Copy of agreement signed by all parties in the case of Joint Venture / Consortium; clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 19.1
- 17.1.3 Correction fluid of any kind **MUST NOT** be used. Any corrections made **ON PRICE** must be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's initials.
- 17.1.4 Completion of Annexure C and F (Indicate with "N/A" when information is not applicable)

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- 17.1.5 Proof of one year's combined experience in the provision of catering services on a fixed term contract (copy of signed award letter / copy of signed contract and a corresponding letter from the company / department indicating that catering services were satisfactory rendered. Annexure F must be fully completed, please refer to sub-paragraph 12.1 and 12.2.

**NB: Failure to comply with the pre-qualification criteria up to satisfaction of the Department may lead to automatic disqualification of the bid. In loco inspection may be conducted on short listed Service Providers.**

## 17.2 STAGE 2: EVALUATION CRITERIA

Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals.

### MATRIX FOR EVALUATION

NO.	Criteria	Points
1.	Price	80
2.	Specific Goals	20
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	6
5.	▪ No franchise (black ownership)	2
6.	▪ Disability	3
7.	▪ Locality (Buffalo City Metropolitan)	6
8.	▪ Youth	3
	<b>TOTAL POINTS FOR PRICE &amp; SPECIFIC GOALS</b>	<b>100</b>

### NOTE:

- In order to obtain preference points for specific goals, bidders must complete SBD 6.1.
- Locality will be confirmed as follows:
  - (a) *The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.*
  - (b) *If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will used as the only address to consider for awarding of locality points; OR*
  - (c) *A lease agreement where offices are leased together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the invitation to bid was published; OR*
  - (d) *Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.*
  - (e) *In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 50% interests in the JV,*
- In order to be awarded points for no franchise (black ownership), the bidder must have had no franchise prior to the introduction of the 1983 and 1993 Constitutions.





- In order to be awarded points for disability, a document confirming permanent disability from a registered medical doctor must be submitted together with this bid.

## **18. BID POLICIES, PROCEDURES, TERMS AND CONDITIONS-**

In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

- 18.1 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. SBD 6.1) in order to be considered for the allocation of preference points.
- 18.2 The Department may, before a bid is adjudicated or at any time during the bidding process or contract period, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make presentation to it.
- 18.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 18.4 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.
- 18.5 Bids submitted through facsimile or e-mails will not be accepted.
- 18.6 No bids will be considered if submitted after closing time.
- 18.7 The Department reserves the right to award the bid to more than one bidder where applicable, or not to award it at all.
- 18.8 The department will not award a contract to a bidder whose tax affairs are not in order.
- 18.9 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submitting their bids. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a bid to a bidder that is not registered on the CSD.
- 18.10 This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special condition of contract.
- 18.11 The Department reserves the right to require that both the contracting firm and its personnel providing the service be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require. After the bid is awarded, the recommended bidder will be required to undergo a security vetting which will include the processing of fingerprints at South African Police Services (SAPS). A negative result from the security vetting may lead to withdrawal of the award letter or cancellation of the contract.



## **19. CONSORTIUM / JOINT VENTURE**

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -


19.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium.

19.2 All parties must be registered on Central Supplier Database (CSD).

## **20. DISCLAIMER**

20.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

20.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

  
\_\_\_\_\_  
**MR. M MACHEMBA**  
**HEAD OF DEPARTMENT**  
**DATE:** 16/01/2026

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### ANNEXURE A – FOOD SPECIFICATION (MENU)

#### MENU FOR LULAMA FUTSHANE CHILD AND YOUTH CARE CENTRE WEEK 1

MEAL	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	SPECIFICATION	
								Raw	cooked
BREAKFAST: 8h00	Amabele	Oats	Mealie Meal	Amabele	Oats	Weet bix	Corn Flakes	Cereal 80g	1 ½ cups
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	100ml	1/3 cup
	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	20g	4tsp
	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Bread 160g	2 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Eggs	Margarine 10g	2tsp
	Cheese	Polony	Peanut Butter	Cheese Spread	Fish Paste	Peanut Butter	Bacon	Prot 30g	1tbsp
	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee 3g	250ml
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	50 ml	¼ cup
	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	10g	2 tsp
SNACK: 11h00	Juice	Juice	Juice	Juice	Juice	Juice	Juice	Quali Juice 250ml	1 cup
	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit 150g	1 medium
						Brown Bread	Brown Bread	Bread 160g	2 slices
						Margarine	Margarine	Margarine 10g	2tsp
						Peanut Butter	Jam	Prot 30g	1tbsp
LUNCH: 14h00	Meatballs	Mutton Stew	Mutton Stew	Roast Chicken	Beef Curry	Lasagne	Roast Chicken	Meat 150g	
	Rice	Samp & Beans	Samp & Beans	Stiff pap	Samp		Roast / baked Potatoes	starch 100g	2 cups
	Carrots	Cabbage	Mixed Vegetables	Carrots	Butternut Green Beans	Carrot Salad	Carrots salad	VegeB 120g	½ cup
	Cabbage		Cabbage	Spinach		Cabbage	Beetroot salad	VegeA 160g	½ cup
SNACK: 16h00 PM	Fruit	Fruit	Fruit	Fruit	Fruit	Brown Bread	Brown Bread	Bread 160g	4 slices
						Margarine	Margarine	Marg 10g	2tsp
						Jam	Golden syrup	Spread 12g	1tbsp
SUPPER: 19h00	Macaroni & Cheese	Fried Hake	Savoury Mince	Braised chops & onion	Braised beef	Grilled liver	Boerewors	Meat 100g	
	Tomato & Cucumber salad	Smashed Potato	Rice	Rice	Rice	Mashed Potato	Hotdog rolls	starch 100g	4 cups
	Spinach	Butternut & Spinach	Butternut	Carrots	Gr/beans	Beetroot	Tomato & onion stew	VegeA 160g	½ cup
LATE SNACK: 20h00	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Bread 160g	4 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Marg 10g	2tsp
	Fish paste	Cheese spread	Golden syrup	Peanut butter	Jam	Peanut butter	Jam	Spread 12g	1tbsp
	Juice or Milo	Juice or Hot Chocolate	Juice or Milo	Juice or Milo	Juice or Cocoa	Juice or Milo	Juice or Hot Chocolate	Juice or Milo	250ml = 1cup



**MENU FOR LULAMA FUTSHANE CHILD AND YOUTH CARE CENTRE WEEK 2**

MEAL	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	SPECIFICATION	
								Raw	cooked
BREAKFAST: 8h00	Amabele	Oats	Mealie Meal	Amabele	Oats	Weet Bix	Corn Flakes	Cereal 80g	1 ½ cups
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	100ml	1/3 cup
	sugar	sugar	Sugar	sugar	sugar	Sugar	sugar	20g	4tsp
	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Bread 160g	2 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Marg 10g	2tsp
	Scrambled Egg	Jam	Polony	Scrambled Egg	Vienna	Fish Cake	Viennas	Prot 30g	1tbsp
	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee	Tea or Coffee 3g	250ml
	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	10g	4tsp
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	50 ml	½ cup
SNACK: 11h00	Juice	Juice	Juice	Juice	Juice	Juice	Juice	Quali Juice 250ml	1 cup
	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit 150g	1 medium
						Brown Bread	Brown Bread	Bread 160g	2 slices
						Margarine	Margarine	Marg 10g	2tsp
						Fish Cake	Peanut Butter	Prot 30g	1tbsp
LUNCH: 13h00	Fried Fish	Beef Stew	Chicken Casserol	Pilchard	Chicken Curry	Roast Chicken	Steak and gravy	Meat 150g	
	Boiled Potato	Rice	Samp	Stiff Pap	Samp & Beans	Sweet potato	Mashed Potato	starch 100g	2 cups
	Carrot salad	Pumpkin	Carrots		Carrots	Butternut	Mixed vegetable	VegeB 120g	½ cup
	Butternut	Cabbage	Green Beans	Spinach	Cabbage	Broccoli	Tomato & Cucumber	VegeA 160g	½ cup
SNACK: 15h00 PM	Fruit	Fruit	Fruit	Fruit	Fruit	Brown Bread	Brown Bread	Bread 160g	4 slices
						Margarine	Margarine	Marg 10g	2tsp
						Peanut Butter	Marmite	Spread 12g	1tbsp
SUPPER: 19h00	Hamburger Pattie	Mutton & Bean Stew	Sausages	Grilled Fish	Cottage Pie	Macaroni, chicken & Cheese bake	Mince and Lentil Stew	Meat 100g	
	Hamburger Roll	Rice	Mashed Potato & Gravy	Boiled Potato	Rice	Tossed Salad	Stiff Pap	starch 100g	2 cups
	Tomato, Lettuce, onion	Spinach	Cabbage	Tomato & Onion Stew	Spinach	Pumpkin	Mixed Vegetables	VegeA 160g	½ cup
SNACK: 20h15 LATE	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Bread 160g	4 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Marg 10g	2tsp
	Fish paste	Cheese spread	Golden syrup	Peanut butter	Jam	Peanut butter	Jam	Spread 12g	1tbsp
	Juice or Milo	Juice or Milo	Juice or Milo	Juice or Milo	Juice or Milo	Juice or Milo	Juice or Milo	Juice or Milo	250ml = 1cup

**Specification**

Putu 150g = 2 cups

Maas: 375 ml = 1½ cups

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**MENU FOR LULAMA FUTSHANE CHILD AND YOUTH CARE CENTRE WEEK 3**

MEAL	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	SPECIFICATION	
BREAKFAST: 8h00	M/meal	Amabele	Oats	Amabele	M/meal	Oats	Cornflakes	Raw	cooked
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	Cereal 80g	1 ½ cups
	sugar	sugar	sugar	Sugar	sugar	sugar	Sugar	100ml	1/2 cup
	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	20g	4tsp
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Bread 160g	4 slices
	Fish Cake	Egg	Peanut Butter	Polony	Savoury mince	Peanut Butter	Vienna	Marg 10g	2tsp
	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Prot 30g	1tbsp
	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Tea/Coffee 3g	250ml
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	10g	4tsp
SNACK: 11h00	Juice	Juice	Juice	Juice	Juice	Juice	Juice	50 ml	½ cup
	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Quali Juice 250ml	1 cup
LUNCH: 13h00	Meatloaf	Beef Stew	Roast Chicken	Grilled Liver	Grilled Fish	Boerewors	Chicken Bake	Fruit 150g	1 medium
	Rice	Samp	Boiled Potato	Mashed Potato	Oven Baked chips	Cut corn	Rice	Starch 100g	2 cups
	Carrots	Butternut	Mixed Vegetables	Carrots	Butternut	Carrots	Carrots salad	VegeB 120g	½ cup
	Cabbage	Spinach		Spinach	Green Beans	Cabbage	Beetroot salad	VegeA 160g	½ cup
	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	1 medium	
SNACK: 5h00	Fruit	Fruit	Fruit	Fruit	Fruit	Brown Bread	Brown Bread	Bread 160g	4 slices
						Margarine	Margarine	Marg 10g	2tsp
						Golden syrup	Jam	Spread 12g	1tbsp
SUPPER: 19h00	Boerewors / Sausage	Chicken Casserole	Cottage Pie	Bean and mince Stew	Vienna Stew	Macaroni, chicken & Cheese bake	Grilled Hake	Meat 100g	
	Stiff pap	Rice	Rice	Rice	Mashed Potato	Pumpkin	Boiled Potato	starch 100g	2 cups
	Tomato & Onion Stew	Spinach	Green Beans	Cabbage	Tossed salad	Cabbage	Mixed Vegetables	VegeA 160g	½ cup
LATE SNACK: 20h15	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Bread 160g	4 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Marg 10g	2tsp
	Fish paste	Cheese spread	Golden syrup	Peanut butter	Jam	Peanut butter	Jam	Spread 12g	1tbsp
	Juice/Milo	Juice/Milo	Juice/Milo	Juice/Milo	Juice/Milo	Juice/Milo	Juice/Milo	Juice/Milo	250ml = 1cup

**Lunch Pack:**

Bread 4 slices

Margarine 10g

Cheese

Spread/PeanutButter12g

Juice Quali 250ml

Fruit of the day



**MENU FOR LULAMA FUTSHANE CHILD AND YOUTH CARE CENTRE WEEK 4**

MEAL	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	SPECIFICATION	
								Raw	cooked
BREAKFAST: 08h00	Mealie meal	Oats	Amabele	Mealie meal	Oats	Amabele	Corn Flakes	Cereal 80g	1 ½ cups
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	100ml	1/3 cup
	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	20g	4tsp
	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown bread	Brown bread	Bread 160g	4 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Marg 10g	2tsp
	Cheese	Polony	Peanut Butter	Fish Finger	Liver Spread	Fish finger	Polony	Prot 30g	1tbsp
	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/coffee	Tea/coffee	Tea/Coffee 3g	250ml
	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	10g	4tsp
	Milk	Milk	Milk	Milk	Milk	Milk	Milk	50 ml	½ cup
SNACK : 11h00	Juice	Juice	Juice	Juice	Juice	Juice	Juice	Juice Quali 250ml	1 cup
	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit 150g	1 medium
LUNCH: 13h00	Meatballs	Fried Hake	Mutton and Cabbage Stew	Roast Chicken	Beef Curry	Lasagne	Roast Chicken	Meat 150g	
	Rice	Mashed Potato	Samp & Beans	Stiff pap	Samp		Roast Potatoes	starch 100g	2 cups
	Carrots	Butternut	Mixed Vegetables	Carrots	Butternut	Carrot Salad	Carrots salad	VegeB 120g	½ cup
	Cabbage	Spinach		Spinach	Green Beans	Cabbage	Beetroot salad	VegeA 160g	½ cup
SNACK: 15h00 PM	Fruit	Fruit	Fruit	Fruit	Fruit	Brown Bread	Brown Bread	Bread 160g	4 slices
						Margarine	Margarine	Marg 10g	2tsp
						Jam	Golden syrup	Spread 12g	1tbsp
SUPPER: 1900	Macaroni & Cheese	Mutton Stew	Savoury Mince	Braised chops & onion	Braised beef	Putu	Boerewors	Meat 100g	
	Tomato & Cucumber salad	Samp & Beans	Fat Cake	Rice	Rice	Sour Milk	Hotdog rolls	starch 100g	2 cups
	Spinach	Cabbage		Carrots	Gr/beans		Tomato & onion stew	VegeA 160g	½ cup
LATE SNACK: 20h15	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Bread 160g	4 slices
	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Marg 10g	2tsp
	Fish paste	Cheese spread	Golden syrup	Peanut butter	Jam	Peanut butter	Jam	Spread 12g	1tbsp
	Juice or Milo	Juice or Hot Chocolate	Juice or Milo	Juice or Milo	Juice / Coco	Juice or Milo	Juice or Hot Chocolate	Juice or Milo	250ml = 1cup



### ANNEXURE B

#### ESTIMATED NUMBER OF RESIDENTS AND NUMBER OF FOOD SERVICE ASSISTANTS

INSTITUTION	Maximum capacity of Institution	NUMBER OF COOKS REQUIRED	NUMBER OF GENERAL ASSISTANTS
Bisho Youth Care Centre	200	6 (Including Food Service Manager)	4



## ANNEXURE C

### Price schedule

Bidders must submit a complete breakdown of all cost as indicated below but not limited to:

1. Salaries of staff
2. Cleaning of kitchen & stores
3. Catering services
4. Fumigation services
5. Other operational costs

The pricing for catering services must be per child per month and payments will be according to the number of children served in that particular month.

Staff Salaries	Price per person	Total Price
<b>Salaries</b>		
1(one) Food Service Manager	_____	_____
5 (five) Cooks	_____	_____
4 (four) Food Service Assistants	_____	_____
<b>TOTAL cost per month</b>		_____
<b>TOTAL cost per year</b>		_____
<b>Cleaning of kitchen &amp; stores</b>		<b>Price</b>
Cleaning Material		_____
<b>TOTAL Cost per month</b>		_____
<b>TOTAL cost per year</b>		_____
<b>Fumigation costs</b>		<b>Price</b>
Fumigation		_____
<b>TOTAL Cost per month</b>		_____
<b>TOTAL cost per year</b>		_____
<b>Other Operational Costs</b>		<b>Price</b>





<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p><b>TOTAL</b></p>		<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
<p><b>TOTAL OPERATIONAL COSTS PER MONTH:</b></p> <p><b>TOTAL OPERATIONAL COSTS PER YEAR:</b> (Salaries + Cleaning Material + Fumigation + Other Operational costs)</p>		<p>-----</p> <p>-----</p>
<b>Meals</b>		<b>Price</b>
<p>Cost per child per day</p> <p>Cost per child per month</p> <p>Total cost for 200 children per month</p> <p><b>Total cost for 200 children per year</b> (Meals only)</p>		<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>



**PRICING SCHEDULE SUMMARY**

Centre	No. of Children	Cost per child per month (Meals only)	Total cost of operational costs per month	Total cost per month (Meals + Operational costs)	Total Cost per Annum (Meals + Operational costs)
BISHO CHILD AND YOUTH CARE CENTRE	200				

**Summary: (Total for all the above costs)**

Year	Total cost per month (Excluding VAT)	VAT	Total cost per month (including VAT)	Total cost per annum (Including VAT)
1				
2				
3				

**GRAND TOTAL FOR 3 YEARS: R.....**

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ANNEXURE D**

**PHYSICAL ADDRESS OF INSTITUTION**

No.	District	Name of Institution	Address	Contact Person & Numbers
1.	Buffalo City District	Bisho Child and Youth Care Centre.	Sikhobeni Location Bisho	Ms. Neliswa Adams <b>Tel: 066 0743479</b> Thamsanqa Ntuli <b>Tel: 0663002199</b>



## ANNEXURE E

### INVENTORY LIST

ITEM	QUANTITY	CONDITION
Deep fryer	1	Good
Stoves (Industrial) 3 plates	1	Good
Microwave	1	Good
Gas Stove – 3 burner	1	Good



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**ANNEXURE F: LIST OF REFERENCES**

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**LIST OF CONTACTABLE REFERENCES**

Bidders must insert in the space provided below and submit with their proposals, the following statement showing the jobs which they have successfully carried out which can be verified by the Department

Each bidder has to submit written references for verification by Department of jobs successfully performed by them. The information must be supplied by accurately completing the table set out below, which the bidder hereby warrants is true and correct in every respect by virtue of his signature to this document.

For whom done	Start Date	End Date	Contact Person

BIDDERS NAME: \_\_\_\_\_

BIDDERS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**CLEANING MATERIALS (Minimum Requirements)**

Dishwashing Liquid
Disinfectant (Surfaces e.g. Jik or equivalent)
Surface Cleaner (e.g Handy Andy)
Disinfectant (Floor)
Vim (Pots and Pans)
Steel wool
Pot Scourers
Scrub Sponge
Oven Cleaner
Microwave cleaners
Kitchen towels and swabs
Brooms and mops
Dustpans and small brooms
Refuse bags
Mop trolleys
Kitchen gloves
Hair covers



**ANNEXURE H**



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

**LOCAL ECONOMIC DEVELOPMENT PROCUREMENT FRAMEWORK DECLARATION FORM**

The Honourable Premier in his State of the Province address in 2014 made a pronouncement to the effect that 50% of Provincial procurement should be spent on goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province.

In order for the Province to achieve the above, the successful service providers must source the required goods/services with the Eastern Cape Province as per the Local Economic Development Procurement Framework.

The details of the manufacturers of these goods are:

NAME OF MANUFACTURER/SERVICE PROVIDER (e.g. Zimele Co-orp )	COMMODITY/SERVICE (Vegetables)	LOCATION (Tsitsa Falls)

I, the undersigned (Bidder's representative)

.....commit to procuring/sourcing the required goods from local manufacturers/distributors within the Eastern Cape Province where available and that 50% of the employees will be from the Ward where the centre is situated.

I accept that the Department of Social Development may invoke penalties as per General Conditions of Contract should I be misrepresenting the content contained herein this declaration.

.....  
**Signature**

.....  
**Date**

.....  
**Name of bidder**

.....  
**Position**