



MOSES MABHIDA STADIUM

DEPARTMENT
COMMUNITY SERVICES
DIRECTORATE
COMMERCIAL SPORTS FACILITIES
DIVISION

PROCUREMENT DOCUMENT
GOODS / SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Tender No: 34713-5M

Title: PANEL: SUPPLY AND DELIVERY OF VARIOUS FOOD PRODUCTS FOR A PERIOD OF THIRTY-SIX MONTHS

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting. Email queries to be submitted no later than 12 May 2026 and consolidated answers to questions to be uploaded on 19 May 2026.

Queries can be addressed to: eThekweni Supplier Portal (ESP) Tel: 031 3227133 / 031 3227153; Email: supplier.selfservice@durban.gov.za

General / Contractual: Nokuphiwa Linda; Tel: 031 322 7193; eMail: Nokuphiwa.linda@durban.gov.za.

Technical: Thobile Khoza; Tel: 031 311 9919; eMail: thobile.khoza@durban.gov.za.

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department): Tenderers are to also make an electronic submission via the eThekweni Municipality supplier portal.

ESP Queries: Contact: Lindo Dlamini; Tel: 031-322-7133 / 031-322 7153
Email: supplier.selfservice@durban.gov.za

Closing Date: Friday, 29 May 2026

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: **MOSES MABHIDA STADIUM**

Issued: **April 2026**

Document Version: 01/12/2025

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 34713-5M

DESCRIPTION: **PANEL: SUPPLY AND DELIVERY OF VARIOUS FOOD PRODUCTS FOR A PERIOD OF THIRTYSIX MONTHS**

CLOSING DATE / TIME: Friday, 29 May 2026 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

- Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via eThekwini Supplier Portal (ESP). Notwithstanding the electronic submission, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website:

<https://ethekwivendor.durban.gov.za/> and on **ESP**: supplier.selfservice@durban.gov.za

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or supplier. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the *General Conditions of Contract* are applicable to these *Standard Conditions of Tender*. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the *Standard Conditions of Tender* (Goods and Services), *Special Conditions of Tender (SCT)*, *General Conditions of Contract (GCC)* (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the *Special Conditions of Contract (SCC)*, the *Occupational Health and Safety Act* (Act No. 85 of 1993), and the *eThekweni Code of Conduct*.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the *General Conditions of Contract* and *Special Conditions of Contract*. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the *SCT*.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the *SCT*. Failure to attend a compulsory briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.
 Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) Official Tender Form (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. SAMPLES

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. MANUFACTURERS

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. CLARIFICATION

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. PRICING

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) Nett Prices

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) Unit Prices

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

(3) Firm Tenders

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) Value Added Tax (V.A.T)

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. ESTIMATED QUANTITIES

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. DELIVERY, RISK, PACKAGES, ETC

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P_t** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 89 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Nokuphiwa Linda; Tel: 031 322 7193; eMail: Nokuphiwa.linda@durban.gov.za.

Technical Queries are to be directed to:

Thobile Khoza; Tel: 031 311 9919; eMail: thobile.khoza@durban.gov.za.

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting. Email queries to be submitted no later than 12 May 2026 and consolidated answers to questions to be uploaded on 19 May 2026.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

1. Tenderers are hereby advised to submit the following, no later than **Friday, 29-05-2026 at 11:00 am**:

- a) A signed **hard copy** of the Tender Document that is sealed, addressed to the City Manager and clearly marked with the Tender Number. This **hard copy** shall be deposited into the Tender Box **located in the ground floor foyer of the Municipal Buildings at 166 KE Masinga Road (Old Fort Rd), Durban**; and

-
- b) An **electronic copy** of the Tender Document, identical to that of the signed **hard copy**, via the eThekwini Municipality JDE System (ESP Module).
2. Notwithstanding the submission of the **electronic copy** of the Tender Document via the JDE System (ESP Module):
 - a) The Tender Offer shall only be deemed valid if the **hard copy** submission has been made; and
 - b) The **hard copy** submission shall take precedence and be utilised for the evaluation of Tenders.
 3. In the event of any ambiguity or inconsistency within the **hard copy** submissions, eThekwini Municipality reserves the right to verify the information by comparing the **hard copy** with the corresponding **electronic copy**. Subsequently, if the **electronic copy** is found not to be identical to the **hard copy**, the Tender Offer shall be deemed invalid.
 4. Tenderers shall ensure all access rights and submission queries related to the JDE system are resolved prior to the closing date.:

BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS

5. The following link must be followed for login, to view advertised bids, and to submit a bid advertised by eThekwini Municipality.

<https://rfq.durban.gov.za/jde/E1Menu.maf>

All queries related to the JDE system shall be directed to:

ESP Queries: Lindo Dlamini
 Tel: 031-3227133 / 031-3227153
 Email: supplier.selfservice@durban.gov.za

ESP Technical Queries: Jabulane Chauke:
 Tel: 031 322 9535
 Email: Jabulani.chauke@durban.gov.za

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

1. Tenders must remain valid for a period of 120 days following the date on which the Tenders are opened. This period is referred to as the **original validity period**.
2. In addition to the original validity period, Tenders must remain valid for acceptance for a further period of twelve (12) months, unless the Municipality is advised otherwise by the bidder in writing.
3. eThekwini Municipality reserves the right to request confirmation of Tender validity at any time during the twelve (12) month period.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

There are no additional returnable schedules, forms, certificate

SCT 14 EVALUATION PROCESS

The evaluation process will follow two stages:

- 1) Mandatory Requirements
- 2) Price and Preference Points System with Specific Goals

14.1 Mandatory requirement

Does the service provider comply with the evaluation mandatory requirements of the tender?	Submitted	
	✓	X
1. Pricing schedule for the categories offered by the bidder. NB: bidder must quote for more than 80% of items on each category.		
2. Provide a copy of the Certificate of Acceptability (CoA) of Food Premise (R638), this certificate should cover all categories tendered for; alternatively, where applicable the bidder may provide copies of CoA for each category tendered.		
3. Provide a copy of the Certificate of Acceptability of Food Premise (R638) for the VEHICLE that will be allocated for deliveries, IF NOT THE SAME AS THAT IN THE R638 UNDER 2. ABOVE.		
4. Subject to (2) and/or (3) above, if supply and/or deliveries will not be made by the bidder, a binding declaration by the third-party assuming responsibility that deliveries will be made on behalf of the bidder, must be provided.		
5. Proof of ownership or lease agreement for a hired vehicle (certification of registration in respect of motor vehicle/ RC1)		

14.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable

Ownership Goal The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 60%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	0%	0	-
	>0% and <51%	4.8	-
	≥51% and <100%	8.4	-
	100%	12	-
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 			

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

RDP Goal: The promotion of South African owned enterprises

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 40%		
Location	80/20	90/10
Not in South Africa	0	-
South Africa	3.2	-
KZN	5.6	-
ETM	8	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • CSD report 		

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**ACT 1 ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

ACT 2 PRICING INSTRUCTION

Bidders who deviate from the prescribed pricing schedule will be disqualified.

Bidders that satisfy the prescribed criteria will form panels. Service Providers will remain in the panel for a period of thirty-six months and will be rotated as and when events arise.

Service Providers position on the panel will be based on the price tendered, with the lowest price tendered being position one. Service Providers will move to the bottom of the panel list upon appointment/ supply.

The most responsive price will be used as a base price to determine the tenderers eligible to be in the panel. The price variance from the most responsive bidder shall not exceed 5%.

The pricing must be inclusive of transportation.

The contract is valid for 36 months from 01 November 2026, alternatively the date as stipulated at the contract implementation meeting if such meeting is scheduled for a date after 01 November 2026.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

1) **AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR
Refer to Notes at the bottom of the page				

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. **34713-5M** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST

NOTES
 MSCM Regulations: "in the service of the state" means to be:
 (a) a member of:
 (i) any municipal council.
 (ii) any provincial legislature.
 (iii) the national Assembly or the national Council of provinces.
 (b) a member of the board of directors of any municipal enterprise.
 (c) an official of any municipality or municipal enterprise.
 (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
 (e) a member of the accounting authority of any national or provincial public enterprise.
 (f) an employee of Parliament or a provincial legislature.
 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**.

- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

	Circle Applicable		
	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		

3.8 Are you presently in the service of the state?
 If yes, furnish particulars:

	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		

3.9 Have you been in the service of the state for the past twelve months?
 If yes, furnish particulars:

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**
(ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

		Circle Applicable	
1.0	Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars.		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
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

1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 “**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.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends 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, the municipality 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 municipality 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 maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
Ownership Goal: Race (black)	12	
RDP Goal: The promotion of enterprises located in a specific municipal area.	8	
Total CLAIMED Points (20 Maximum)		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.klkj
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) 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.

NAME (Block Capitals):

Date

SIGNATURE:

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....

Circle Applicable	
YES	NO

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....

YES	NO
-----	----

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

4.3.1 If YES, provide particulars.

.....

YES	NO
-----	----

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. takes all reasonable steps to prevent such abuse.
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

 (Bid Number and Description)

in response to the invitation for the bid made by:

 (Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of:

 (Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium⁹ will not be construed as collusive bidding.

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the 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 anything 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 consignee 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 goods 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 goods 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 ancillaries 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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](#).

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).

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](#).

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 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
 - 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](#), 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:
- 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;
 - in the event of termination of production of the spare parts:
 - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 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](#).
- 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](#) 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](#), 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](#).
- 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](#).

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](#) or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 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 goods are required, or the supplier's services are not readily available.

- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - 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. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful 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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

This is a 36 months contract.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 9.2 PACKING

The supplier shall provide such packaging of the goods as required to prevent their damage or deterioration during transit to their destination, as indicated in the contract.

Sell by/ use by/ best before date must be clearly visible on packaging.

SCC 12.1 TRANSPORTATION***MEAT PRODUCTS***

- I. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight.
- II. Vehicle be clean, pest proof and in good repair
- III. Vehicle must not be used to transport non-food items
- IV. Packaging to be sealed with no signs of spoil, dent or scratch
- V. Fresh meat to be delivered between 0°C-5°C
- VI. Frozen meat to be delivered at a temperature below -18°C
- VII. Meat containers used for deliveries should be kept clean at all time

DRY FOOD PRODUCTS

- i. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight.
- ii. Vehicle must be clean and in a well-maintained condition.
- iii. Boxes and cans must have a clear and visible manufactured and use by dates.
- iv. Packaging to be sealed with no signs of spoil, dent or scratch.
- v. There must be a clear label of what the product contains.
- vi. Non-food items vehicle not to be used to transport food so to prevent cross contamination.

BAKERY PRODUCTS

- I. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight.
- II. The vehicle/s to be used must be clean, pest proof and in good condition.
- III. Vehicle must not be used to transport non-food items.
- IV. Sell by date must be clearly visible on packaging.
- V. Free from any physical impurities.
- VI. Packaging must be clear plastic with no signs of spoil.
- VII. There must not be any sign of temperature abuse for example water droplets inside the pack.
- VIII. Bread to be packed and delivered using clean bread crates

FRUITS AND VEGETABLES

- i. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight
- ii. Vehicle must be clean and in a well-maintained condition
- iii. Fruits and vegetables to be packed on clear plastic bags
- iv. Packaging must have clear production and sell by/best before dates for all prepared vegetables and fruits
- v. Whole fruits and vegetables also must have a clear sell by date
- vi. Salad items must be stored and delivered at a temperature of 5°C
- vii. Prewashed fruits and vegetables must be stored separately from unwashed when making a delivery
- viii. Fragile fruits and vegetables should be packed in a single layer
- ix. Pallets and containers should be kept clean and in a good condition
- x. Vehicle be clean, pest proof and in good repair.

DAIRY PRODUCTS

- I. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight
- II. Vehicle be clean, pest proof and in good repair
- III. Vehicle must not be used to transport non-food items
- IV. Sell by/best before date must be clearly visible on packaging
- V. Milk should be received at a temperature of 5°C
- VI. Ice cream should be received at a temperature of -23°C
- VII. Milk containers should always be covered during transportation as milk will absorb other flavours and become contaminated.

FROZEN PRODUCTS

- i. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight
- ii. Vehicle must be capable of maintaining the foodstuff at the appropriate temperature
- iii. Vehicle must be clean and in a well-maintained condition
- iv. Packaging to be sealed with no signs of spoil, dent or scratch
- v. For all frozen products the temperature must be kept at below -18°C and allow temperatures to be monitored
- vi. It is essential that raw and ready to eat items are fully wrapped and kept separate during transportation
- vii. Vehicle be clean, pest proof and in good repair
- viii. Vehicle must not be used to transport non-food items

SEAFOOD PRODUCTS

- i. Vehicle must have an enclosed canopy so food cannot be exposed to sunlight
- ii. Vehicle be clean, pest proof and in good repair
- iii. Vehicle must not be used to transport non-food items
- iv. Packaging to be sealed with no signs of spoil, dent or scratch
- v. Fresh fish to be received at 5°C
- vi. Frozen fish to be received at below - 18°C
- vii. Fish must be packed in polystyrene fish containers to keep the temperature, texture, and appearance

SCC 16.1 PAYMENT

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted

SCC 17 PRICES

Prices shall be quoted per unit price in respect of each item; being subject to variations only in accordance with the specified criteria.

Periodic (quarterly) variation of prices will be considered in accordance with the percent changes of the food and non-alcoholic beverages indicators of the Consumer Price Index (CPI) and of the food products, beverages, and tobacco product indicators of the Producer Price Index (PPI) as published by <http://www.statssa.gov.za/> These variations where applicable shall not exceed the rate of the CPI / PPI.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

The delivery lead time is 24 hrs from the date of receiving the purchase order.

SCC 22.1 PENALTIES

“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 penalty of 5% of the order value for each day delivery is delayed.

ADDITIONAL CONDITIONS OF CONTRACT**ACC1 QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC2 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC3 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC4 DAMAGE TO PERSONS AND PROPERTY

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC5 ROTATION PROCESS

Bidders that satisfy the prescribed criteria will form panels. Service Providers will remain in the panel for a period of thirty-six months and will be rotated after each successful order.

Service Providers position on the panel will be based on the price tendered, with the lowest price tendered being position one. Service Providers will move to the bottom of the panel list upon appointment/ supply.

The employer will provide a monthly ROTATIONAL REGISTER outlining allocation of orders and movement of service providers on the panel. Reasons for deviations to be reported to Supply Chain Management Unit on a monthly basis.

ACC6 **SEASONAL DISCOUNTS**

Bidders are advised not to indicate any separate discount. Unconditional discounts, if any, should be built in with the quoted prices. Discounts indicated separately will not be considered.

ACC8 **SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

ACC9 **COMPLIANCE WITH NATIONAL LEGISLATION AND STANDARDS**

Service Providers must comply with all applicable legislation (Acts and their regulations) and South African National Standards (SANS). These include, but are not limited to:

1. **Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972):** To control sale, manufacture and importation of foodstuffs, cosmetic and disinfectants and to provide for incidental matters.
2. **Government Notice No. R638 of 22 June 2018:** Regulation Governing General Hygiene Requirements for Food Premises and the Transport of food.
3. No person must handle food or permit food to be handled on food premises in respect of which a **valid certificate of acceptability** has not been issued or is not in force (**Regulation R638 of 22 June 2018**) by the local authority.
4. **Agriculture Product Standards Act, 1990 (Act No. 119 of 1990):** To provide for the control over the sale and export of certain agricultural products, control over the sale of certain imported agricultural products, control over related products and for matters connected with.
5. **Marketing of Agricultural Products Act, 1996** (Act No 47 of 1996)
6. **The South African Food Labelling Regulations** (Government Notice R146 of 1 March 2010)
7. **SANS 10049:2018 (SABS049):** Food safety management – Requirements for prerequisite programmes (PRPs).

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

Scope of Supply / Services

This tender calls for interested suppliers to tender for the supply and delivery of various food products to Moses Mabhida Stadium for a period of thirty-six months.

Eligible bidders will form a panel of suppliers to supply food products for the below categories:

- a) Dry food products
- b) Fresh fruits and vegetables
- c) Frozen food products
- d) Bakery products
- e) Dairy products
- f) meat products
- g) Seafood products

Specifications

Products that may be required from the eligible service providers are listed on the schedule of rates in section 8 of this document.

The eThekweni Municipality reserves the right to request quotations for items that do not appear in the schedule below, should there be a need.

- a) Physical Specifications
 - Specifications for composition, fortification, labelling, and quality are the same as per current legislation and South African National Standards (Acts, regulations, and its amendments).
 - Tenderers are to provide proof of capability to conform with this requirement such as a copy of the Certificate of Acceptability of Food Premise (R638, 2018).
 - Where specific brand names, catalogues or product references are indicated in this specification, such references are used solely to describe the required standard of quality, performance and functionality.
 - Bidders may offer equivalent products, provided that such products meet or exceed the required specifications.
- b) Product Specifications
 - All products must be local as far as practicably possible.
 - All products are listed on the schedule of rates below.
- c) Packaging specifications
 - The products should be packed into suitable containers as specified by relevant legislation and should be free from any leakage.
 - Secondary packaging (such as crates) should be clean and must protect the contents.

- The producer's name, product name and production date, as well as a best before/expiry date should be visible on the packaging for storage and rotation purposes as per relevant legislation.
- d) Transport and delivery specifications
- Goods must be delivered as per the agreed delivery schedule between the service provider and the employer.
 - Provide proof of capability to conform with this requirement such as a copy of the Certificate of Acceptability of Food Premise (R638, 2018) for the Vehicle that will be allocated for deliveries – if not the same as the bidder.
 - No other items shall be transported in the same vehicle which may in any way contaminate or damage the produce.
 - If deliveries are made in crates, boxes, containers, or bags, these must be clean and proper sanitation of these items remain the responsibility of the successful bidder.

Compliance with National Legislation and Standards

The successful bidders must, in performance of work under this contract, fully comply with all applicable legislation (Acts and their regulations) and South African National Standards (SANS). These include, but are not limited to:

8. **Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972):** To control sale, manufacture and importation of foodstuffs, cosmetic and disinfectants and to provide for incidental matters.
9. **Government Notice No. R638 of 22 June 2018:** Regulation Governing General Hygiene Requirements for Food Premises and the Transport of food.
10. No person must handle food or permit food to be handled on food premises in respect of which a **valid certificate of acceptability** has not been issued or is not in force (**Regulation R638 of 22 June 2018**) by the local authority.
11. **Agriculture Product Standards Act, 1990 (Act No. 119 of 1990):** To provide for the control over the sale and export of certain agricultural products, control over the sale of certain imported agricultural products, control over related products and for matters connected with.
12. **Marketing of Agricultural Products Act, 1996** (Act No 47 of 1996)
13. **The South African Food Labelling Regulations** (Government Notice R146 of 1 March 2010)
14. **SANS 10049:2018 (SABS049):** Food safety management – Requirements for prerequisite programmes (PRPs).

Legislation put in place by the Directorate of Food control within the National Department of Health can be accessed at: <http://www.doh.gov.za/department/foodcontrol/legis.html>

Legislation regarding agricultural products as governed by the Department of Agriculture can be accessed at: www.daff.gov.za

South African National Standards can be ordered from: <https://www.sabs.co.za>

Bidders who do not comply will be non-compliant and may be disqualified.

SECTION 8: SCHEDULE OF RATES

SECTION A – DRY FOOD PRODUCTS			
Equivalents must be as close as possible to descriptions and specifications.			
Item	Item	Unit of Measure	Unit price excl. VAT
1	All Spice Powder	KG	
2	Almond Milk	L	
3	Anchovie Fillets 255g	EA	
4	Baking - Apricot Jam 3kg	EA	
5	Baking - Baking Powder	KG	
6	Baking - Bicarb of Soda	KG	
7	Baking - Brownie Mix	KG	
8	Baking - Cake Mix /Mixed Dry	KG	
9	Baking - Cake Mix/Mixed Peel	KG	
10	Baking - Caramel Treat	EA	
11	Baking - Chocolate Dark	KG	
12	Baking - Chocolate Mousse	KG	
13	Baking - Chocolate Vermicilli	KG	
14	Baking - Chocolate White	KG	
15	Baking - Cocoa Powder	KG	
16	Baking - Coconut Desiccated	KG	
17	Baking - Colouring Assorted	KG	
18	Baking - Condensed Milk 385ml	EA	
19	Baking - Creme Brulee	KG	
20	Baking - Creme Caramel	KG	
21	Baking - Custard Instant	KG	
22	Baking - Custard Powder Box	KG	
23	Baking - Dessert Pannacotta	KG	
24	Baking - Essence Banana Bottle 40ml	EA	
25	Baking - Essence Lemon Bottle 40ml	EA	
26	Baking - Essence Mint Bottle 40ml	EA	
27	Baking - Essence Orange 40ml	EA	
28	Baking - Essence Orange Bottle 40ml	EA	
29	Baking - Essence Peppermint 40ml	EA	
30	Baking - Glucose Liquid	L	
31	Baking - Gold Dust Edible 15 gr	EA	
32	Baking - Hundreds & Thousands	KG	

33	Baking - Rainbow Vermicelli	KG	
34	Baking - Tiramisu Mix	KG	
35	Baking - Vanilla Pods	KG	
36	Baking - White Chocolate Mousse	KG	
37	Basil Pesto	KG	
38	Beans - Baked in tomato sauce 420g	EA	
39	Beans - Baked in tomato sauce 3kg	EA	
40	Beans - Baked in chillies sauce 420g	EA	
41	Beans - Black Beans	KG	
42	Beans - Black Eye Beans	KG	
43	Beans - Butter - 3kg	EA	
44	Beans - Cannellini Tinned 400g	EA	
45	Beans - Large White Broad	KG	
46	Beans - Sugar	KG	
47	Biscuit - Cheese Crackers	KG	
48	Biscuits- 4 finger wafer chocolate 200g	EA	
49	Biscuits – short bread 200g	EA	
50	Biscuits- Lemon Cream 200g	EA	
51	Biscuits – lady finger Original 200g	EA	
52	Biscuits – Crunchy chocolate 200g	EA	
53	Biscuits - Cookies – Assorted 200g	EA	
54	Biscuits - Crunchie Original 200g	EA	
55	Biscuits - Ind.Wrapped Assorted 10g	EA	
56	Biscuits - Melba Toast 160g	EA	
57	Biscuits – Chocolate sandwich cookies with cream filling 176g	EA	
58	Biscuits - Provita 250g	EA	
59	Biscuits – Chocolate coconut biscuits with chocolate filling 200g	EA	
60	Biscuits - Salticrax 200g	EA	
61	Biscuits – Assorted Box	EA	
62	Biscuits - Shortbread Round Individually wrapped	EA	
63	Biscuits – Assorted crackers	KG	
64	Biscuits – Salted crackers 200g	EA	
65	Biscuits – Coconut flavoured 200G	EA	
66	Biscuits - Water Crackers 150g	EA	
67	Biscuits- Choice Assorted 200g	EA	
68	Biscuits- Choice Biscuits 1kg	EA	
69	Breadcrumbs	KG	
70	Butter - Ghee	KG	
71	Butter - Margarine portions	CASE	
72	Capers in Brine	KG	
73	Cereal - All Bran plastic bag	KG	
74	Cereal - Cornflakes bags	KG	
75	Cereal - Energy Crunch Granola	EA	

76	Cereal - Variety pack	KG	
77	Cereal – High fibre multigrain	KG	
78	Cereal – Mabelle	KG	
79	Cereal - Muesli Crunch	KG	
80	Cereal - Muesli Sugar Free	KG	
81	Cereal - Oats	KG	
82	Cereal - Rice Krispies	KG	
83	Cereal - Tastee Wheat	KG	
84	Cheddars - Mini 6x 33g	EA	
85	Cheese - Puffs 125g	EA	
86	Cheesecake Mix	KG	
87	Cherries Black Pitted Tin 400g	EA	
88	Cherries Maraschino Bottle 850G	EA	
89	Chickpeas Can 400g	EA	
90	Chickpeas Dried	KG	
91	Chicken Tandoori	KG	
92	Chilli Bite Mix 400gr	EA	
93	Chillies Flakes	KG	
94	Chips - Simba Assorted – 36g	EA	
95	Chips – Doritos - Assorted – 125g	EA	
96	Chips - Doritos Assorted - 30g	EA	
97	Chips - Doritos Assorted 150g	EA	
98	Chips - Kettle Plain Potato 125g	EA	
99	Chips - Lays 125g	EA	
100	Chips - Lays Assorted - 36g	EA	
101	Chips - Nacho's 250g	EA	
102	Chips - Simba Assorted - 125g	EA	
103	Chips - Simba Chutney 30g	EA	
104	Chips - Willard's Crinkle Cut 36g	EA	
105	Chocolate - Aero Peppermint 45g	EA	
106	Chocolate - Bar One 42g	EA	
107	Chocolate - Bar One 55g	EA	
108	Chocolate - Energy Bars 47g	EA	
109	Chocolate - Kit Kat 20g	EA	
110	Chocolate - Kit Kat Bite Size 41.5g	EA	
111	Chocolate - Lunch Bar Large 48g	EA	
112	Chocolate - Milo Bite Size 250G	EA	
113	Chocolate - muesli bar - Assorted	EA	
114	Chocolate - peppermint crisp	EA	
115	Chocolate - Potjie Pot	EA	
116	Chocolate - Quality Street 300G	EA	
117	Chocolate - Slab Cadbury 100g	EA	
118	Chocolate - TV Bars 52g	EA	

119	Coconut Cream 400ml	EA	
120	Coconut Milk Tin (385gr)	EA	
121	Coffee - Chilla Chai Latte	KG	
122	Coffee - Ciro 100g	EA	
123	Coffee – Cremora 750g	EA	
124	Coffee - Illy Box (80's)	EA	
125	Coffee - ILLY Decaf Ground 250G	EA	
126	Coffee - ILLY Regular Beans 3KG	EA	
127	Coffee - Nescafe Classic	KG	
128	Coffee - Nescafe Classic 200g	EA	
129	Coffee - Nescafe Classic 500g	EA	
130	Coffee - Nescafe Decaffeinated	KG	
131	Coffee – Ricoffy Instant 1.5kg	EA	
132	Coffee - Ricoffy Instant 750g	EA	
133	Coffee - Ricoffy 250 g	EA	
134	Coffee Sachets - (Box of 200)	CASE	
135	Colouring - Egg Yellow Liquid	L	
136	Colouring - Super Red Tube	L	
137	Condiments - Biosplus Sachets 10ml	EA	
138	Condiments - Chilli sauce Sachets 100's	Box	
139	Condiments - Salt Sachets 1000's	Box	
140	Condiments - Tomato Sauce 100's	Box	
141	Condiments - Vinegar Sachets 100's	Box	
142	Corlle di Coeciofo (Artichoke)	KG	
143	Crab Meat Gold Crest 170gr	EA	
144	Cream - Creme Fraiche 2.5Kg	EA	
145	Cream - Millac Gold	L	
146	Cream - Roselle	L	
147	Cream - Sour	L	
148	Cream - Versati cream	L	
149	Cream - Versatie Richs	L	
150	Cream of Tartar 100g	KG	
151	Cremora Sachets- (Box of 200)	EA	
152	Crown All Purpose Batter	KG	
153	Curry Paste Green Tub 250ml	EA	
154	Curry Paste Red Tub 250ml	EA	
155	Dates Whole	KG	
156	Dates Pitted	KG	
157	Dessert - Cappuccino Mousse	KG	
158	Dessert - Cheese Cake Mix - Ca	KG	
159	Dessert - Custard Ultramel	L	
160	Digestive Bran Packet 385gr	EA	
161	Dip - Assorted Tub	KG	
162	Dip - Pepper dew Tub	KG	
163	Dip - Taramasalata	KG	
164	Dolmades	KG	
165	Dressing - Creamy Knorr 1LT	L	

166	Dressing - French Knorr	L	
167	Dressing - French Salad Vinaigrette	L	
168	Dressing - Greek Salad	L	
169	Dressing - Honey & Mustard	L	
170	Dressing - Ranch 1Lt	L	
171	Dressing - Salad Greek Bottle	L	
172	Dressing - Salad Knorr Assorted	L	
173	Dressing - Salad Sachet 100's	Box	
174	Dried - Doll Yellow Split Pea	KG	
175	Dried Fruit - Apricot	KG	
176	Dried Fruit - Banana Dried	KG	
177	Dried Fruit - Mango Slices	KG	
178	Dried Fruit - Mixed Fruit	KG	
179	Dried Fruit - Prunes Medium	KG	
180	Dried Fruit - Raisins	KG	
181	Dried Fruit - Sultanas Golden	KG	
182	Dry Chillies	KG	
183	Eggplant Grilled 3kg	EA	
184	Essence Rum 750ml	EA	
185	Essence Vanilla	L	
186	Fish - Anchovie Paste Pecks 220g	EA	
187	Fish - Caviar - Black 100g	EA	
188	Fish - Caviar - Red 100g	EA	
189	Fish - Pickled Fish	KG	
190	Fish - Sardines in Veg Oil 120g	EA	
191	Fish - Tuna Chunks/Shredded in brine 1,7 kg	EA	
192	Flour - Cake (12.5kg) Bag	EA	
193	Flour - Chickpea Flour	KG	
194	Flour - Corn	KG	
195	Flour - Gram Flour	KG	
196	Flour - Maizena	KG	
197	Flour - Polenta	KG	
198	Flour - Rye Flour	KG	
199	Flour - Semolina	KG	
200	Flour - Whole Wheat	KG	
201	Flour - Whole Wheat bag (350g)	EA	
202	Fruit - Apricot Halves 3kg	EA	
203	Fruit - Blackberries Fresh	KG	
204	Fruit - Cherries Glazed Red	KG	
205	Fruit - Cherries Maraschino	KG	
206	Fruit - Cocktail 3kg	EA	
207	Fruit - Cranberries Dry	KG	
208	Fruit - Guava Halves 3kg	EA	
209	Fruit - Mandarin/Orange Segmen	KG	
210	Fruit - Mango Slices 425gr	EA	
211	Fruit - Peach Halves 3kg	EA	
212	Fruit - Pear Halves 410g	EA	

213	Fruit - Pear Halves 3kg	EA	
214	Fruit - Pie Apples Koo 2.84kg	EA	
215	Fruit - Pie Filling Strawberry	KG	
216	Fruit - Pineapple Rings A10	KG	
217	Gelatine powder	KG	
218	Ginger Powder 650g	EA	
219	Gluten Free Flour	KG	
220	Granadilla Pulp 115g	EA	
220	Gravy - Bisto Powder	KG	
221	Gravy - Roast Meat Gravy - 800g	EA	
222	Gravy - So Good Onion Gravy	KG	
223	Grilled Artichokes	KG	
224	Honey Dark	KG	
225	Honey Squeeze Bottle - 500g	EA	
226	Horlicks 400g	EA	
227	Hot Chocolate - Nescafe Cappuccino	EA	
228	Hot Chocolate Tin (1.75kg)	EA	
229	Huguenot	KG	
230	Icing Sugar	KG	
231	Jacobs Instant Coffee(200G)	EA	
232	Jalapeno Stuffed	KG	
233	Jam - Apricot Portion All Gold(200)	CASE	
233	Jam - Apricot Super Fine 3kg	EA	
234	Jam - Fig	KG	
235	Jam - Honey Portion (All Gold) (200)	CASE	
236	Jam - Marmalade Plastic (All Gold) (200)	CASE	
237	Jam - Raspberry 340g	EA	
238	Jam - Strawberry 3kg	EA	
239	Jam - Strawberry Portions (All Gold) (200)	CASE	
240	Jelly - Mint 155ml	EA	
241	Jelly Assorted Carte D	KG	
242	Juice - Ceres 200ml	EA	
242	Juice - Lemon 2LT	EA	
243	Juice - Liqui Fruit Assorted 200ml	EA	
244	King Corn Malt - Mabela	KG	
245	King Corn Malt - Mabila	KG	
246	Knorr Peri Peri Sauce 2Lt	EA	
247	Mango Slices Tin (410gr)	EA	
248	Margarine Lactose Free	CASE	
249	Marinade - Knorr Lemon & Herb	L	
250	Marinade - Knorr Peri Peri	L	
251	Marinade - Tandoor	L	
252	Mash Flakes - Maggie	KG	

253	Mashed Potato - Maggie	KG	
254	Mayonnaise Eggless	KG	
255	Maze Meal Super Bag (12.5kg)	EA	
256	Milk - Long Life - 2% low fat	L	
257	Milk - Long Life - Fat free	L	
258	Milk - Long Life Full Cream	L	
259	Milk - Skim	KG	
260	Milk Almond	L	
261	Milo 500gr	EA	
262	Murku Spring Onion 100g	EA	
263	Mushroom Sliced in Brine 3kg	EA	
264	Mustard Sauce Sachets 100's	Box	
265	Noodles Maggie 2 Minute 73 gr	EA	
266	Nust Cashew Salted 500g	EA	
267	Nutmeg Powder	KG	
268	Nuts - Almond Whole	KG	
269	Nuts - Almonds Flaked	KG	
270	Nuts - Cashew Plain	KG	
271	Nuts - Corn Peri Peri	KG	
272	Nuts - Hazel nuts - shelled	KG	
273	Nuts - Mixed	KG	
274	Nuts - Mixed Salted	KG	
275	Nuts - Peanut & Raisins Simba 450g	EA	
276	Nuts - Pecan Nut - Halves	KG	
277	Nuts - Pine Nuts	KG	
278	Nuts - Pistachio	KG	
279	Nuts - Roasted Nibs Sprinkles	KG	
280	Oil - Palm	L	
281	Oil - Canola	L	
282	Oil - Crispa Gold Drum (20LT)	EA	
283	Oil - Olive Pomance 5LT	EA	
284	Oil - Olive Willow Creek Coria	L	
285	Oil - Olive Willow Creek Lime	L	
286	Oil - Sesame 270ml	L	
287	Oil - Sunflower Drum (20LT)	EA	
288	Olive Tapenade	L	
289	Olives - Olives Black Whole 3kg	EA	
290	Olives Black Pitted 3kg	EA	
291	Olives Calamata Whole 3kg	EA	
292	Olives Garlic	KG	
293	Olives Green 3kg	EA	
294	Olives Green Stuffed - Pimento	KG	
295	Olives Mild Chilli	KG	
296	Olives Smoked	KG	
297	Olives Stuffed	KG	
298	Onion Flakes	KG	
299	Ouma Rusks (Plain) 500g	EA	

300	Papadums Plain - 200g	EA	
301	Pasta - Canneloni (Spinach & Ricotta)	KG	
302	Pasta - Chinese Noodles (454g)	EA	
303	Pasta - Conjuccini	KG	
304	Pasta - Couscous Bachini	KG	
305	Pasta - Farfalle 500g	EA	
306	Pasta - Fettuccini (500gr)	EA	
307	Pasta - Fusseli Tricolour (500gr)	EA	
308	Pasta - Lasagne Sheet (250g)	EA	
309	Pasta - Lazagne with egg 250gr	EA	
310	Pasta - Macaroni 500gr	EA	
311	Pasta - Penne Rigate 500gr	EA	
312	Pasta - Screws 500g	EA	
313	Pasta - Shells 500g	EA	
314	Pasta - Spaghetti 500g	EA	
315	Pasta - Spaghetti 500gr	EA	
316	Pasta - Tagliatelle 500g	EA	
317	Pasta - Tortellini 500g	EA	
318	Pasta - Vermicelli Plain 500g	EA	
319	Pasta -Grande 500G	EA	
320	Pastry - Chocolate Fudge	KG	
321	Pastry - Cookie Dough Choc Chip	KG	
322	Pastry - Pastrex Super	KG	
323	Peanuts - Roasted & Salted 750g	EA	
324	Pepper - Roasted	KG	
325	Pepper Strips	KG	
326	peppadews 3kg	EA	
327	Peppadews Stuffed 3kg	KG	
328	Peppermint Crisp 49g	EA	
329	Pickle - Chilli Cherry Peppers	KG	
330	Pickle - Cucumber Whole Bottle	KG	
331	Pickle - Dill Cucumber 3kg	EA	
332	Pickle - Gherkins Cocktail 3kg	EA	
333	Pickle - Gherkins Sliced 3kg	EA	
334	Pickle - Jalapeno Chillies	KG	
335	Pickle - Mix Veg-nonspiced 2.5kg	EA	
336	Pickle - Mixed Veg Liberty 2.5 kg	EA	
337	Pickle - Onions Pickling Green	KG	
338	Pickle - Onions Pickling Red	KG	
339	Pickle - Onions Pickling White	KG	
340	Pickle - Packo Mix Veg 3kg	EA	
341	Pickle - Piccalilli 385g	EA	
342	Pickle - Piccalilli Liberty 3kg	EA	
343	Pie Filling Blackcherry Bucket	KG	
344	Pie Filling Blueberry	KG	
345	Pie Filling Strawberry Bucket	KG	
346	Pourable Custard	L	

347	Preserve - Capers in Vinegar	KG	
348	Preserve - Figs green Bottle	KG	
349	Pretzel Flavoured 125g	EA	
350	Pretzel Rings 250g	EA	
351	Pretzel Rings 500g	EA	
352	Red Kidney Beans Tin (410gr)	EA	
353	Red Kidney Beans 3kg	EA	
354	Rice - Aunt Caroline 10kg	EA	
355	Rice - Basmati Bag (5kg)	EA	
356	Rice - Black Wild	KG	
357	Rice - Brown	KG	
358	Rice - Jazmin	KG	
359	Rice - Thai White Rice	KG	
360	Rice Cakes 100g	EA	
361	Rice - Vinegar	L	
362	Risotto Rice	KG	
363	Rose Water 750ml	EA	
364	Rose Water Bottle (750ml)	EA	
365	S/Munchy Garlic & Herb	L	
366	Saffron 500 gm	EA	
367	Sago 250g	EA	
368	Salt - Fine	KG	
369	Salt - Sea Salt Atlantic	KG	
370	Samp	KG	
371	Sauce - Basic Brown - Knorr	KG	
372	Sauce - Basic Brown Granules	KG	
373	Sauce - BBQ Minnies 5LT	EA	
374	Sauce - Chilli Fine Foods 2LT	EA	
375	Sauce - Chilli Minnies 2LT	EA	
376	Sauce - Chilli Minnies 5lt	EA	
377	Sauce - Chilli Sauce 250gr	EA	
378	Sauce - Chocolate Sauce	L	
379	Sauce - Cranberry Whole- Goldcrest	KG	
380	Sauce - Creamed Horseradish	KG	
381	Sauce - Fish 720ml	EA	
382	Sauce - Fruit Chutney Mrs Ball	KG	
383	Sauce - Hoisan	L	
384	Sauce - Horseradish 3Kg	EA	
385	Sauce - HP Sauce 225ml	EA	
386	Sauce - Hundred Thousand Island	KG	
387	Sauce - Mayonnaise Bucket (20kg)	EA	
388	Sauce - Mint 2LT	EA	
389	Sauce - Mint Sauce	L	
390	Sauce - Mustard 500ml	EA	
391	Sauce - Mustard Bottle 2LT	EA	
392	Sauce - Mustard Dijon (Bottle) 215G	EA	
393	Sauce - Mustard Hot German 250G	EA	

394	Sauce - Oyster Sauce 600ml	EA	
395	Sauce - Peri Peri	L	
396	Sauce - Peri Peri 500ml	EA	
397	Sauce - Plum	L	
398	Sauce - Prego 5lt (Minnies)	EA	
399	Sauce - Small Frank's Red Hot	L	
400	Sauce - Small Trim Mayonnaise 790g	EA	
401	Sauce - Soya Knorr 2LT	EA	
402	Sauce - Spicy H&S Sauce 500ml	EA	
403	Sauce - Sweet & Sour 2LT	EA	
404	Sauce - Sweet Chilli Wellington	KG	
405	Sauce - Tabasco Red 60ml	EA	
406	Sauce - Tartare 2lt	EA	
407	Sauce - Teriyaki Sauce - 500ml	EA	
408	Sauce - Tikka sauce Bottle 5L	EA	
409	Sauce - Toffee	L	
410	Sauce - Tomato All Gold Squeez 500ml	EA	
411	Sauce - Tomato Bulk Box (10LT)	EA	
412	Sauce - Tomato Sauce	KG	
413	Sauce - Wasabi Plum 500ml	EA	
414	Sauce - Worcestershire sauce 250ml	EA	
415	Sauce Basting Steakhouse	L	
416	Sauerkraut - Tinned	KG	
417	Seed - Sesame Seed White	KG	
418	Seed - Sunflower Seeds	KG	
419	Seed - Sunflower Seeds Shelled	KG	
420	Seeds - Popcorn	KG	
421	Seeds - Poppy	KG	
422	Seeds - Pumpkin	KG	
423	Shortening Planto Premium Qual	KG	
424	Snacks - Sev & Nuts pkts	KG	
425	Snacks - Chevda	KG	
426	Snacks - Chilli nuts Pkts	KG	
427	Snacks - Hot & Spicy 100g	EA	
428	Snacks - Murku	KG	
429	Snacks - Peanut Salted (500gr)	EA	
430	Snacks - Popcorn Jumping Jack 100g	EA	
431	Snacks - Savoury Mix 100g	EA	
432	Something Chunky - Mango & Chutney	KG	
433	Something Chunky - Peri peri	KG	
434	Something Chunky BBQ	KG	
435	Soup Royco Cup 18 gr various	EA	
436	Soya - Mince Box (3.8kg)	EA	
437	Spice - Aniseed Star - Whole	KG	
438	Spice - Barbeque Speciality	KG	
439	Spice - Bayleaves Large	KG	
440	Spice - Biryani Mix	KG	

441	Spice - Breeding Chicken	KG	
442	Spice - Cajun Tubs Robertsons	KG	
443	Spice - Chicken Tikka	KG	
444	Spice - Chilli Dry whole - spice	KG	
445	Spice - Chilli Powder Extra Special	KG	
446	Spice - Chillies Crushed	KG	
447	Spice - Chip/Potato	KG	
448	Spice - Cinnamon Ground	KG	
449	Spice - Cinnamon Sticks whole	KG	
450	Spice - Cloves Whole	KG	
451	Spice - Coriander Cracked	KG	
452	Spice - Coriander Pesto	KG	
453	Spice - Coriander Powder (Dhania)	KG	
454	Spice - Curry Medium -	KG	
455	Spice - Curry powder hot	KG	
456	Spice - Egg Yellow Powder Osmands	KG	
457	Spice - Elatchi Ground	KG	
458	Spice - Elatchi Whole	KG	
459	Spice - Fennegreek seeds whole	KG	
460	Spice - Fennel Powder Spice	KG	
461	Spice - Fennel Seeds - Whole	KG	
462	Spice - Fish tubs	KG	
463	Spice - Garam	KG	
464	Spice - Garlic Powder	KG	
465	Spice - Ginger Ground/powder	KG	
466	Spice - Herbs Mixed	KG	
467	Spice - Herbs Mixed 300g	EA	
468	Spice - Jeera Powder	KG	
469	Spice - Jeera Whole	KG	
470	Spice - Lemon & Herb 800g	EA	
471	Spice - Lentils Black	KG	
472	Spice - Lentils Masoor	KG	
473	Spice - Lentils Red	KG	
474	Spice - Masala Breyani	KG	
475	Spice - Mixed	KG	
476	Spice - Mustard Seeds Whole	KG	
477	Spice - Nutmeg - ground	KG	
478	Spice - Oreganum	KG	
479	Spice - Paprika Tub (700gr)	EA	
480	Spice - Pepper Black Coarse	KG	
481	Spice - Pepper Black Ground	KG	
482	Spice - Pepper Cayenne	KG	
483	Spice - Pepper White Robertson	KG	
484	Spice - Pepper White Spice	KG	
485	Spice - Pepper White Tub (800g)	EA	
486	Spice - Peppercorns Black Whole	KG	
487	Spice - Peppercorns Green	KG	

488	Spice - Tandoori Masala	KG	
489	Spice - Tempura Powder	KG	
490	Spice - Turmeric	KG	
491	Spice - Wasabi Powder	KG	
492	Spice - Zeal Spice	KG	
493	Spray n Cook - Original 300ml	EA	
494	Spread - Bar One	KG	
495	Spread - Chocolate Pralinutta	KG	
496	Spread - Peanut Butter Smooth	KG	
497	Stock - Chicken	KG	
498	Stock - Vegetable	KG	
499	Strawberry Jelly Carte D'or box	KG	
500	Strawberry Puree	KG	
501	Sauce - Mustard (200g)	EA	
502	Sugar - Brown 2Kg	EA	
503	Sugar - Brown Bag (25kg)	EA	
504	Sugar - Castor	KG	
505	Sugar - Icing Sugar Bag (25kg)	EA	
506	Sugar - White 25kg	EA	
507	Sugar Brown Sachets Box (2000's)	Box	
508	Sugar Cones 12's	Box	
509	Sugar Tubes Brown Box (5000's)	Box	
510	Sugar Tubes White Box (5000's)	Box	
511	Sugar White Bag (25kg)	EA	
512	Sugar White Sachets Box (2000's)	Box	
513	Sweetner Box (1000's)	Box	
514	Sweets - Mint	KG	
515	Sweets - Candy Floss	KG	
516	Sweets - Choc Eclairs Mini	Packet	
517	Sweets - Diddle Daddle Popcorn 150g	EA	
518	Sweets - Easter Eggs Marshmallow 36x 16.5g	EA	
519	Sweets - Endearmints	KG	
520	Sweets - Fizz Pops Red	Packet	
521	Sweets - Italian Mints Wrapped	KG	
522	Sweets - Licourice 75g	EA	
523	Sweets - Marshmallow P & W 150	KG	
524	Sweets - Marshmallows Coconut	KG	
525	Sweets - Maynards Mini Jelly Babies 100g	EA	
526	Sweets - Mint Turnbolls	KG	
527	Sweets - Popcorn Coloured	KG	
528	Sweets - PS Mini 24 x 19g	Packet	
529	Sweets - Quality Street 300g	Packet	
530	Sweets - Smarties Nestle 750gr	EA	
531	Sweets - Sparkles	KG	
532	Sweets - Tendermints	KG	
533	Sweets - Yoghetta Lollipops	Packet	
534	Syrup - Small Marple Syrup	KG	

535	Syrup - Golden Syrup	KG	
536	Syrup – Marple	KG	
537	Syrup - Milkshake Banana	L	
538	Syrup - Milkshake Bubblegum	L	
539	Syrup - Milkshake Chocolate	L	
540	Syrup - Milkshake Lime	L	
541	Syrup - Milkshake Strawberry	L	
542	Tacos 410g	EA	
543	Tamarind Black 400gr	EA	
544	Tartaric Acid 100g	EA	
545	Tea - Five Roses Ceylon Blend 20's	Box	
546	Tea - Lipton Lemon Ginger Tea 20's	Box	
547	Tea - Chinese Green Tea bags (20's)	Box	
548	Tea - Five Roses - 100's	Box	
549	Tea - Five Roses Black Tea Envelopes 200's	Box	
550	Tea - Five Roses English Breakfast 20's	Box	
551	Tea - Five Roses Rooibos 100's	Box	
552	Tea - Green Individually Wrapp 20's	Box	
553	Tea - Herbal Assorted 20's	Box	
554	Tea - Honey Tea 20 's	Box	
555	Tea - Laager Citrus & Ginger 20's	Box	
556	Tea - Liptons Tea yellow Label 100's	Box	
557	Tea - Peppermint Tea (Box) 20's	Box	
558	Tea - Rooibos Individual Wrapp 200's	Box	
559	Tea - Rooibos Tagless Tea bags 80's	Box	
560	Tea - Twinings Camomile Box (50's)	Box	
561	Tea - Twinings Earl Grey Box (50's)	Box	
562	Tea - Twinning Lemon Box (50's)	Box	
563	Tea - Twinning Orange Box(50's)	Box	
564	Tea bags Five Roses (100'S)	Box	
565	Tea Bags Rooibos 100g	Box	
566	Tofu	KG	
567	Tomato - Pulp(Poplachef) 3kg	EA	
568	Tomato - Sundried	KG	
569	Tomato Onion Mix	KG	
570	Tomato Paste A10	EA	
571	Tomato Pesto - sundried	KG	
572	Tomato Sauce 5Lt	EA	
573	Tomato Semi Dried	KG	
574	Tomato Whole Peeled 3kg	EA	
575	Turkish Delight	KG	
576	TV Bar 47gr	EA	
577	Vegan Margarine 500G	EA	
578	Vine Leaves - Meat Gourmet	KG	
579	Vinegar - Apple Cider	L	
580	Vinegar - Balsamic Brown	L	
581	Vinegar - Balsamic Cabernet	L	

582	Vinegar - Red Wine	L	
583	Vinegar - Taragon 500ml	EA	
584	Vinegar - White 5lt	EA	
585	Vinegar - White Wine	L	
586	Vinegar - White Wine 500ml	EA	
587	Wonder Bar 23gr	EA	
588	Xylitol 500G	EA	
589	Yeast Instant Dried Box (48's)	Box	

SECTION B – FRESH FRUIT & VEGETABLE PRODUCTS

Equivalents must be as close as possible to descriptions and specifications.

Item Number	Item	Unit of Measure	Unit price excl. VAT
1	Baby marrow Barrel shaped	KG	
2	Carrots Barrel shaped	KG	
3	Fruit - Apple Golden Delicious	KG	
4	Fruit - Apples Granny Smith	KG	
5	Fruit - Apples Green	KG	
6	Fruit - Apples Red	KG	
7	Fruit - Apricots	KG	
8	Fruit - Bananas	KG	
9	Fruit - Blackberries Fresh	KG	
10	Fruit - Blueberries Fresh	KG	
11	Fruit - Cherries	KG	
12	Fruit - Figs	KG	
13	Fruit - Goosberries Fresh	KG	
14	Fruit - Grapefruit Ruby	KG	
15	Fruit - Grapes Black	KG	
16	Fruit - Grapes Red	KG	
17	Fruit - Grapes White	KG	
18	Fruit - Guavas	KG	
19	Fruit - Kiwi	KG	
20	Fruit - Kumquats	KG	
21	Fruit - Lemons	KG	
22	Fruit - Lime	KG	
23	Fruit - Litchis	KG	
24	Fruit - Mandarin/Orange Segment	KG	
25	Fruit - Mango	KG	
26	Fruit - Melon Sweet	KG	
27	Fruit - Naartjies	KG	
28	Fruit - Nectarines	KG	
29	Fruit - Oranges	KG	
30	Fruit - Paw Paw	KG	
31	Fruit - Peaches	KG	
32	Fruit - Pears	KG	
33	Fruit - Pears Prickly	KG	
34	Fruit - Pineapple (Balls)	KG	

35	Fruit - Pineapple Cubed	KG	
36	Fruit - Pineapples	KG	
37	Fruit - Plums	KG	
38	Fruit - Plums Yellow	KG	
39	Fruit - Raspberries Fresh	KG	
40	Fruit - Spanspek	KG	
41	Fruit - Spanspek (Balls)	KG	
42	Fruit - Strawberries Kg	KG	
43	Fruit - Strawberries Punnet	KG	
44	Fruit - Sugar Babies	KG	
45	Fruit - Sugar Babies (Balls)	KG	
46	Fruit - Sweet Melon (Balls)	KG	
47	Fruit - Watermelon	KG	
48	Fruit Skewers	KG	
49	Herb - Beetroot Micro	KG	
50	Herb - Chervil	KG	
51	Herb - Kohlrabi Sprout	PUN	
52	Herb - Oregano Fresh	KG	
53	Herbs - Basil Fresh	KG	
54	Herbs - Chives	KG	
55	Herbs - Coriander	KG	
56	Herbs - Curry Leaves	KG	
57	Herbs - Dill	KG	
58	Herbs - Fennel Bulbs	KG	
59	Herbs - Lemon Grass	KG	
60	Herbs - Mange Tout	KG	
61	Herbs - Micro	PUN	
62	Herbs - Mint Fresh	KG	
63	Herbs - Origanum	KG	
64	Herbs - Origanum Fresh	KG	
65	Herbs - Parsley	KG	
66	Herbs - Parsley Italian	KG	
67	Herbs - Rocket	KG	
68	Herbs - Rosemary	KG	
69	Herbs - Sage	KG	
70	Herbs - Thyme	KG	
71	Herb- Taragon	KG	
72	Kebab - Vegetable Cocktail	KG	
73	Kebab - Vegetable Regular	KG	
74	Salad - Asian Rice	KG	
75	Salad - Beetroot	KG	
76	Salad - Carrot	KG	
77	Salad - Carrot & Pine	KG	
78	Salad - Chakalaka	KG	
79	Salad - Coleslaw	KG	
80	Salad - Copper Penny Salad	KG	
81	Salad - Fruit	KG	

82	Salad - Fruit Special	KG	
83	Salad - Pasta	KG	
84	Salad - Potato & Egg	KG	
85	Salad - Potato & Mayo	KG	
86	Salad - Sambals	KG	
87	Salad - Three Bean	KG	
88	Salad - Tropical Rice	KG	
89	Spice - Parsley Dried	KG	
90	Veg - Cabbage Red	KG	
91	Veg - Asparagus	KG	
92	Veg - Baby marrow 1x1	KG	
93	Veg - Bean Sprouts Long Tail	KG	
94	Veg - Beans Double	KG	
95	Veg - Beans Double WP	KG	
96	Veg - Beans Gadhra	KG	
97	Veg - Beans Green	KG	
98	Veg - Beans Green Broken	KG	
99	Veg - Beans Green Bundles	KG	
100	Veg - Beans Tops and Tailed	KG	
101	Veg - Beetroot	KG	
102	Veg - Berries Mixed	KG	
103	Veg - Bindi Okra	KG	
104	Veg - Brinjals	KG	
105	Veg - Brinjals Cubed 2x2	KG	
106	Veg - Brinjals Sliced long	KG	
107	Veg - Brinjol 1x1	KG	
108	Veg - Broccoli Prep	KG	
109	Veg - Butternut 2x2	KG	
110	Veg - Butternut Cubed	KG	
111	Veg - Butternut Julienne	KG	
112	Veg - Butternut rounds-7cm	KG	
113	Veg - Butternut Sliced	KG	
114	Veg - Butternut WP	KG	
115	Veg - Cabbage	KG	
116	Veg - Cabbage Chinese	KG	
117	Veg - Cabbage Cubed	KG	
118	Veg - Cabbage Red Shredded	KG	
119	Veg - Cabbage Shredded	KG	
120	Veg - Carrot Balls Parisienne	KG	
121	Veg - Carrot Bundles	KG	
122	Veg - Carrot Rings	KG	
123	Veg - Carrot Sticks Julienne	KG	
124	Veg - Carrots 1x1kg	KG	
125	Veg - Carrots Baby	KG	
126	Veg - Carrots Battons	KG	
127	Veg - Carrots Diamond Cut	KG	
128	Veg - Carrots Grated	KG	

129	Veg - Carrots Sliced	KG	
130	Veg - Carrots WP	KG	
131	Veg - Cauliflower	KG	
132	Veg - Cauliflower Prep	KG	
133	Veg - Celery	KG	
134	Veg - Celery Sliced	KG	
135	Veg - Chillies Green	KG	
136	Veg - Chillies Red	KG	
137	Veg - Corn Baby	KG	
138	Veg - Corn Baby Bundles	KG	
139	Veg - Corn on a Corb	KG	
140	Veg - Cucumber Sticks	KG	
141	Veg - Cucumbers English	KG	
142	Veg - Garlic Crushed	KG	
143	Veg - Garlic Whole	KG	
144	Veg - Ginger Crushed	KG	
145	Veg - Ginger Whole	KG	
146	Veg - Leeks	KG	
147	Veg - Leeks Sliced	KG	
148	Veg - Lettuce Green Frilly	KG	
149	Veg - Lettuce Iceberg	KG	
150	Veg - Lettuce Red Frilly	KG	
151	Veg - Lettuce Salad Packs	KG	
152	Veg - Madumbies	KG	
153	Veg - Marrow Baby	KG	
154	Veg - Marrow Baby Chataeu	KG	
155	Veg - Marrow Baby Diamond Cut	KG	
156	Veg - Marrow Baby Julienne	KG	
157	Veg - Marrow Baby Parisenne	KG	
158	Veg - Marrow Baby Rings	KG	
159	Veg - Marrow Baby Sliced	KG	
160	Veg - Marrow Baby Triangle	KG	
161	Veg - Mealies	KG	
162	Veg - Mushroom Brown	KG	
163	Veg - Mushroom Oyster	KG	
164	Veg - Mushroom Potabello	KG	
165	Veg - Mushroom Styled Potatoes	KG	
166	Veg - Mushroom White Button	KG	
167	Veg - Mushroom White Quarted	KG	
168	Veg - Mushroom White Sliced	KG	
169	Veg - Mushroom Wild	GK	
170	Veg - Onion Red Sliced	KG	
171	Veg - Onion Spring	KG	
172	Veg - Onions 2x2	KG	
173	Veg - Onions Baby	KG	
174	Veg - Onions Baby WP	KG	
175	Veg - Onions Red	KG	

176	Veg - Onions Red 2 x2	KG	
177	Veg - Onions Red WP	KG	
178	Veg - Onions Sliced	KG	
179	Veg - Onions Whole 1x1	KG	
180	Veg - Onions WP	KG	
181	Veg - Parsnips	KG	
182	Veg - Patty Pans Yellow	KG	
183	Veg - Patty Pans Yellow Quarte	KG	
184	Veg - Pepper Green	KG	
185	Veg - Pepper Green 1x1	KG	
186	Veg - Pepper Green 2x2	KG	
187	Veg - Pepper Green Julienne	KG	
188	Veg - Pepper red 1x1	KG	
189	Veg - Pepper Red 2x2	KG	
190	Veg - Pepper Red Julienne	KG	
191	Veg - Pepper Red Triangle	KG	
192	Veg - Pepper Yellow	KG	
193	Veg - Peppers Chilli Baby Swee	KG	
194	Veg - Pokchoi	KG	
195	Veg - Potato Medium Skin on	KG	
196	Veg - Potatoo Baby New Half Cu	KG	
197	Veg - Potatoo Parisenne	KG	
198	Veg - Potatoes (Wedge Style)	KG	
199	Veg - Potatoes 1x1	KG	
200	Veg - Potatoes 2x2	KG	
201	Veg - Potatoes Baby New Cockta	KG	
202	Veg - Potatoes Baby WP	KG	
203	Veg - Potatoes Cubed	KG	
204	Veg - Potatoes Large	KG	
205	Veg - Potatoes Quartered	KG	
206	Veg - Potatoes Sliced	KG	
207	Veg - Potatoes Sweet	KG	
208	Veg - Potatoes Sweet 2x2	KG	
209	Veg - Potatoes Wedges Skin on	KG	
210	Veg - Potatoes WP	KG	
211	Veg - Pumpkin 2x2	KG	
212	Veg - Pumpkin Cubed	KG	
213	Veg - Pumpkin Whole	KG	
214	Veg - Raddish Red	KG	
215	Veg - Raddish White	KG	
216	Veg - Raspberries Frozen Whole	KG	
217	Veg - Spinach	KG	
218	Veg - Spinach Baby	KG	
219	Veg - Spinach Chopped (Deveine	KG	
220	Veg - Spinach Leaves (Deveined	KG	
221	Veg - Strawberries Frozen 1kg	KG	
222	Veg - Sweet Corn	KG	

223	Veg - Sweet Potato Wedges	KG	
224	Veg - Sweetcorn	PUN	
225	Veg - Tomatoes Cherry	KG	
226	Veg - Tomatoes Jam	KG	
227	Veg - Tomatoes Salad	KG	
228	Veg - Turnips 2x2	KG	
229	VEG-Baby Brinjal	KG	

SECTION C – FROZEN FOOD PRODUCTS

Equivalents must be as close as possible to descriptions and specifications.

Item Number	Item	Unit of Measure	Unit price excl. VAT
1	Beef- Meatballs	KG	
3	Bread - Baguette 85 x 120g	EA	
4	Bread - Pita Bread Mini Pocket	Box	
5	Chicken - Sausage Rolls Large	Box	
6	Chicken Burgers	KG	
7	Cocktail Chicken&Mushroom Pies	EA	
8	Corneto Peanut Butter Ice Cream	EA	
9	Dip- Babaghanoush	KG	
10	Dip- Hummus	KG	
11	Dip- Tzatsiki	KG	
12	Duck & Chicken Terrine	KG	
13	Fish Cakes	KG	
14	Fish Goujons	KG	
15	Fish - Salmon Terrine Trout &	KG	
16	Frozen Bagels	EA	
17	Ice Cream - Rum & Raisins	L	
18	Ice Cream - Vanilla	L	
19	Mc Cain Crumbed Veg Burger150g	Box	
20	Mini Chicken Pizzas	EA	
21	Mini Veg Pizzas	EA	
22	Mini Veg Quiche	EA	
23	Pasta - Lasagne Rolls	kg	
24	Pastry - Apple Puff Mini	EA	
25	Pastry - Apricot Puff Mini	EA	
26	Pastry - Chicken Ravioli	EA	
27	Pastry - Croissant Large Riche	Box	
28	Pastry - Croissant Mini Butter	Box	
29	Pastry - Custard Puff Mini	Box	
30	Pastry - Danish Mini Selection	Box	
31	Pastry - Dinky Donuts Box	Box	
32	Pastry - Donuts Ring Mini	Box	
33	Pastry - Donuts Strawberry 48	Box	
34	Pastry - Mini Lamb Pie	Box	
35	Pastry - Mini Pizza	Box	
36	Pastry - Mini Veg Pie	Box	
37	Pastry - Muffin Tubes Batter	Box	

38	Pastry - Muffin Tubes Poppy	Box	
39	Pastry - Muffins Baked Assorted	Box	
40	Pastry - Muffins English	Box	
41	Pastry - Phyllo	Box	
42	Pastry - Phyllo Spinach & Feta	EA	
43	Pastry - Pizza Base Round 23cm	Box	
44	Pastry - Pizza Bites Box 30cm	Box	
45	Pastry - Pizza Bread Flavoured	Box	
46	Pastry - Pizza Margareta	Box	
47	Pastry - Puff	KG	
48	Pastry - Quiche Asparagus Mini	EA	
49	Pastry - Quiche Assorted	EA	
50	Pastry - Quiche Haddock Mini	EA	
51	Pastry - Quiche Spinach & Sweetcorn	EA	
52	Pastry - Quiche Spinach and Feta	EA	
53	Pastry - Quiche Veg Mini	EA	
54	Pastry - Ravioli	KG	
55	Pastry - Ravioli Spinach & Feta	KG	
56	Pastry - Rissole Jalapeno & Cheese	KG	
57	Pastry - Rissole Spinache and Cheese	KG	
58	Pastry - Samosa Spinach & Feta	EA	
59	Pastry - Samosa Beef Regular	EA	
60	Pastry - Samosa Cheese & Sweetcorn	EA	
61	Pastry - Samosa Chicken Regular	EA	
62	Pastry - Samosa Chicken Tikka	EA	
63	Pastry - Samosa Lamb Regular	EA	
64	Pastry - Samosa Mince Regular	EA	
65	Pastry - Samosa Potato Cocktail	EA	
66	Pastry - Samosa Potatoe Regular	EA	
67	Pastry - Samosa Tin Fish	EA	
68	Pastry - Samosa Veg Curry	EA	
69	Pastry - Sausage Rolls Large	EA	
70	Pastry - Sausage Rolls Mini	EA	
71	Pastry - Sausage Rolls Veg	EA	
72	Pastry - Spanakopita with Spinach	EA	
73	Pastry - Springroll Chicken	EA	
74	Pastry - Springroll Chicken St	EA	
75	Pastry - Springroll Duck Cocktail	EA	
76	Pastry - Springroll Pastry Shell	EA	
77	Pastry - Springroll Potatoe	EA	
78	Pastry - Springroll Sweetcorn	EA	
79	Pastry - Springroll Vegetable	EA	
80	Pastry - Tortila Wraps	Box	
81	Pastry - Waffles	Box	
82	Patha Rolls	EA	
83	Patha Rolls - C/Tail	EA	
84	Pie - Assorted Large	EA	

85	Pie - Assorted Mini	EA	
86	Pie - Assorted Unbaked	Box	
87	Pie - Beef Steak Mini	Box	
88	Pie - Chicken Mini	Box	
89	Pie - Fruit Mince Pies	Box	
90	Pie - Mince Mini	Box	
91	Pie - Mutton Mini	Box	
92	Pie - Phyllo Assorted 35g Mini	Box	
93	Pie - Phyllo Spanakopita Mini	Box	
94	Pie - Steak & Kidney Mini	Box	
95	Pie - Veg Mini	Box	
96	Pies - Veg Large	Box	
97	Pistachio and Vanilla ice cream	L	
98	Soya - Burger Frys	KG	
99	Soya - Chicken Strips Frys	KG	
100	Soya - Sausage Frys	KG	
101	Soya - Soya Chunks	Box	
102	Soya- Prawns	KG	
103	Veg - Chips Frozen 10mm	KG	
104	Veg - Chips Frozen 10mm Box	KG	
105	Veg - Chips Frozen 7mm	KG	
106	Veg - Corn Mcain	KG	
107	Veg - Gnocchi	KG	
108	Veg - Hash Brown	KG	
109	Veg - Mixed Frozen	KG	
110	Veg - Peas Mcain Box	KG	
111	Veg - Potato Croquettes	KG	
112	Veg - Potato Rostis	KG	
113	Veg - Raspberries Frozen Whole	KG	
114	Veg - Strawberries Frozen	KG	
115	Veg - Terrine	KG	

SECTION D – BAKERY PRODUCTS

Equivalent must be as close as possible to descriptions and specifications.

Item No	Item	Unit of measure	Unit price excl. VAT
1	Bread Rolls - foot long seeded	EA	
2	Bread – White Sliced	EA	
3	Bread – Brown Sliced	EA	
4	Bread Rolls - cocktail Assorted	EA	
5	Bread - Caramel	EA	
6	Bread Rolls - Continental HL Round seed oil	EA	
7	Bread - French Loaf	EA	
8	Bread - Health Bread	EA	
9	Bread - Tramezzini	EA	
10	Bread - Pita Bread Casa Della 12 X 6	EA	
11	Bread - Foccacia	EA	
12	Bread rolls - Best of Both 6s	EA	

13	Bread - Bread Garlic	EA	
14	Bread - Roti's Large dozen	EA	
15	Bread - Pita Bread Mini Pockets	BOX	
16	Bread - Panini Mini	BOX	
17	Bread - Rosti Paratha plain	EA	
18	Bread Rolls - Hot dog Mini	EA	
19	Bread - Bread Kitha	EA	
20	Bread - Whole Wheat	EA	
21	Bread Rolls - Foccacia	EA	
22	Bread Rolls - Hot Dog rolls	EA	
23	Bread - Pita bread Std size	BOX	
24	Bread - Rye sliced	EA	
25	Bread rolls - Footlong plain	EA	
26	Bread - Bunny mini	EA	
27	Bread - Cussini Seed	EA	
28	Bread - Bunny Large	EA	
29	Bread - Breadsticks seed 100g	EA	
30	Bread - Herb loaf	EA	
31	Bread - Breadsticks cheese	EA	
32	Bread - Breadsticks plan 100g	EA	
33	Burger Buns 6s	EA	
34	Bread Rolls - Portuguese Large	EA	
35	Bread Rolls - Continental HL Long seeded roll	EA	
36	Bread - Continental HL Breadsticks	EA	
37	Bread - Continental HL Naan Bread	EA	
38	Pastry - Doughnuts Plain Box (48's)	BOX	
39	Bread Rolls - Burger Buns Jumbo	EA	
40	Bread - Mini Baguette 10cm	EA	
41	Bagel - Seed	EA	
42	Bread - Dark	EA	
43	Bread - Hot Dog Rolls Mini	EA	
44	Bread - Bunny Mini Loaves	EA	
45	Bread - Baguette	EA	
46	Bread Rolls - Prego	EA	
47	Bread Rolls - Burger Buns Mini Seeded	EA	
48	Bread Rolls - Burger Buns Low GI	EA	
49	Bread - Olive Loaf	EA	
50	Bread - Bread Poppy Seeds	EA	
51	Bread - Hot Cross Buns	EA	
52	Bread - Grissini Sticks	EA	
53	Bread - Panini Medium Size	EA	
54	Bread - Health Cocktail Rolls	EA	
55	Bread Rolls - Hot Dog Rolls	EA	
56	Bread Rolls - Cocktail Seeded	EA	
57	Bread - Slider Buns	EA	
58	Bread Rolls - Cocktail Dark	EA	
59	Bread Rolls - Portuguese Cocktail	EA	
60	Bread - Buns White Superior Albany	EA	

61	Bread - Mini Sweet Buns	EA	
62	Bread - Naan Plain	EA	
63	Bread - Naan Garlic	EA	
64	Bread Rolls - Burger Buns 180gr	EA	

SECTION E – DAIRY PRODUCTS

Equivalents must be as close as possible to descriptions and specifications.

Item No	Item	Unit of measure	Unit price excl. VAT
1	Butter - Foil Portions Box 8g (240's)	EA	
2	Butter - ghee	KG	
3	Butter – Mini portion tub 8g Box (280)	EA	
4	Butter - Salted 500g Box (20's)	EA	
5	Cheese - Mozzarella Loaf	KG	
6	Cheese - Babybel Mini 20g (12's)	EA	
7	Cheese - Blue Rock Wedges 100g Box (12's)	EA	
8	Cheese - Brie Wedges 100g Box (6's)	EA	
9	Cheese - Camembert wedges 100g Box (6's)	EA	
10	Cheese - Cheddar - Grated 8kg	KG	
11	Cheese - Cheddar Slices Individually Wrapped Box (10 x 900gr)	EA	
12	Cheese - Cheddar Loaf	KG	
13	Cheese - Cheddar Slices 10g (24 slices)	BOX	
14	Cheese - Cheese Cottage Smooth Bucket	EA	
15	Cheese - Cream Cheese Low Fat (2.5kg)	EA	
16	Cheese - Feta Cheese Bucket (3.2kg)	EA	
17	Cheese - Gouda Loaf	KG	
18	Cheese - Gouda Sticks 20g	KG	
19	Cheese - Grana padano	KG	
20	Cheese - Gruyere Grated	200gr	
21	Cheese - Haloumi Bucket (3kg)	KG	

SECTION F – MEAT PRODUCTS

Equivalents must be as close as possible to descriptions and specifications.

Item Number	Item	Unit of Measure	Unit price excl. VAT
1	Beef - Beef Prime Ribs	KG	
2	Beef - Biltong	KG	
3	Beef - Bones	KG	
4	Beef - Brisket	KG	
5	Beef - Burger Mince	KG	
6	Beef - Burger patties - 100g	KG	
7	Beef - Burgers 150g	KG	
8	Beef - Chuck & Blade bone in	KG	
9	Beef - Cocktail Ribs	KG	

10	Beef - Cold Meat Sliced	KG	
11	Beef - Cubes Boneless	KG	
12	Beef - Cubes Curry/Bone in	KG	
13	Beef - Fillet Portions	KG	
14	Beef - Fillet Whole	KG	
15	Beef - Koftas	KG	
16	Beef - Macon	KG	
17	Beef - Meatballs	KG	
18	Beef - Mince	KG	
19	Beef - Minute Steak	KG	
20	Beef - Pastrami Sliced	KG	
21	Beef - Pastrami Whole	KG	
22	Beef - Peppered	KG	
23	Beef - Peppered Sliced	KG	
24	Beef - Rump	KG	
25	Beef - Sausage Wors Fresh	KG	
26	Beef - Sausages	KG	
27	Beef - Sausages Cocktail	KG	
28	Beef - Sirloin whole	KG	
29	Beef - Sirloin/Porthouse	KG	
30	Beef - Sosaties	KG	
31	Beef - Steak Patties	KG	
32	Beef - Steaks Various Cuts	KG	
33	Beef - Strip Loin p/h Sirloin	KG	
34	Beef - Stroganoff	KG	
35	Beef - Topside mince	KG	
36	Beef - Wors Blanchedin	KG	
37	Beef - Wors Dry	KG	
38	Beef Shin	KG	
39	Beef Trotters	KG	
40	Biltong - packets	KG	
41	Braai Pack	KG	
42	Chicken Lollipop	KG	
43	Chicken Baby Whole	KG	
44	Chicken Banger	KG	
45	Chicken Breast Fillets	KG	
46	Chicken Breasts Fillets Smoked	KG	
47	Chicken Burgers	KG	
48	Chicken Cornish Fresh	KG	
49	Chicken Country Fair chickles	KG	
50	Chicken Drum Sticks	KG	
51	Chicken Drummies	KG	
52	Chicken Giblets	KG	
53	Chicken Kieves	KG	
54	Chicken Leg Quarters	KG	
55	Chicken Livers - 1kg	KG	
56	Chicken Loaf	KG	

57	Chicken Loaf Sliced	KG	
58	Chicken Mince	KG	
59	Chicken Mixed Portions	KG	
60	Chicken Satay 40gr	KG	
61	Chicken Sausage	KG	
62	Chicken Sausage Cheese Griller	KG	
63	Chicken Sausage Cocktail	KG	
64	Chicken Sausage Uncooked	KG	
65	Chicken Stroganoff	KG	
66	Chicken Tandoori	KG	
67	Chicken Thighs	KG	
68	Chicken Vienna	KG	
69	Chicken Wings	KG	
70	Chicken Zulu	KG	
71	Duck breast Fillets	KG	
72	Duck Liver	KG	
73	Duck Whole	KG	
74	Eggs - Large (per dozen)	DOZ	
75	Eggs - Organic	DOZ	
76	Kebab - Beef Cocktail	EACH	
77	Kebab - Beef Regular	EACH	
78	Kebab - Chicken Cocktail	EACH	
79	Kebab - Chicken Regular	EACH	
80	Kebab - Lamb Cocktail	EACH	
81	Kebab - Vegetable Cocktail	EACH	
82	Lamb - Breast	KG	
83	Lamb - Burger	KG	
84	Lamb - Chops	KG	
85	Lamb - Cocktail Ribs	KG	
86	Lamb - Cold Meat	KG	
87	Lamb - Cubes Boneless	KG	
88	Lamb - Cubes Curry/Bone in	KG	
89	Lamb - Kofta	KG	
90	Lamb - Leg Bone in	KG	
91	Lamb - Leg Deboned Rolled Nett	KG	
92	Lamb - Leg of Lamb Whole Double	KG	
93	Lamb - Leg of Super Lamb Debon	KG	
94	Lamb - Leg Sliced	KG	
95	Lamb - Loin Chops	KG	
96	Lamb - Loin Deboned & rolled	KG	
97	Lamb - Meatballs	KG	
98	Lamb - Meatballs Cocktail	KG	
99	Lamb - Meaty Bones	KG	
100	Lamb - Mince 100% pure	KG	
101	Lamb - Mince Fresh Organic	KG	
102	Lamb - Sausage Cocktail	KG	
103	Lamb - Shanks Mixed	KG	

104	Lamb - Shanks Sliced	KG	
105	Lamb - Shanks Whole	KG	
106	Lamb - Shoulder Braai Chops	KG	
107	Lamb - Shoulder Cubed	KG	
108	Lamb - Shoulder Deboned	KG	
109	Lamb - Whole	KG	
110	Meat - Crocodile Tail	KG	
111	Meat - Lamb Loaf	KG	
112	Meat - Venison Cubes Boneless	KG	
113	Mutton - Macon	KG	
114	Mutton - Mince	KG	
115	Mutton - Sausage Cocktail	KG	
116	Mutton - Sausage Mutton/Lamb	KG	
117	Mutton - Wors Sausage	KG	
118	Ostrich Fillet	KG	
119	Ostrich Mince	KG	
120	Ox - Black Tripe	KG	
121	Ox - Tail	KG	
122	Ox - Tongue	KG	
123	Ox - White Cleaned Tripe	KG	
124	Ox Head Clean Cut	KG	
125	Ox -Intestines	KG	
126	Pork - Bacon Back	KG	
127	Pork - Gamon deboned Smoked Ro	KG	
128	Pork - Ham Black Forest	KG	
129	Pork - Ham sliced	KG	
130	Pork - Ribs	KG	
131	Pork - Russians Cheesey	KG	
132	Pork - Viennas	KG	
133	Pork Sausages	KG	
134	Poultry - Chicken Feet	KG	
135	Poultry - Turkey Smoked	KG	
136	Salami Sliced	KG	
137	Turkey Breast Fillet	KG	
138	Turkey Breasts	KG	
139	Turkey Whole	KG	
140	Vienna - Red Smoked	KG	

SECTION G – SEAFOOD PRODUCTS

Equivalents must be as close as possible to descriptions and specifications.

Item No	Item	Unit of measure	Unit price excl. VAT
1	Crab Orange	KG	
2	Fish - Angel fish H&G	KG	
3	Fish - Battered Hake	KG	
4	Fish - Cape salmon portions (280-300g)	KG	
5	Fish - Cape salmon Whole	KG	

6	Fish - Cardinal (280g)	KG	
7	Fish - Caviar Black (100g)	EA	
8	Fish - Caviar Red (100g)	EA	
9	Fish - Dorado Fresh Whole	KG	
10	Fish - Dorado Portions 280/320g	KG	
11	Fish - Fish Bites	KG	
12	Fish - Fish Fingers	KG	
13	Fish - Hake	KG	
14	Fish - Hake Fillets 170g-250g	KG	
15	Fish - Norwegian Salmon Fresh	KG	
16	Fish - Pangasius Fillets 10x800gr	BOX	
17	Fish - Pickles Fish	KG	
18	Fish - Reds Whole	KG	
19	Fish - Salmon Norwegian Fillets 10kg	KG	
20	Fish - Salmon Norwegian Smoked	KG	
21	Fish - Salmon Smoked 80gx30	KG	
22	Fish - Salmon Smoked Trout	KG	
23	Fish - Smoked Tuna Cater pack 500g	BOX	
24	Fish - Smoked Haddock 5kg	BOX	
25	Fish - Smoked Peppered Mackerel 5kg	KG	
26	Fish - Snoek	KG	
27	Fish - Tempura Fish Cocktails 5kg	KG	
28	Fish - Trout Fillets Smoked 48x50g	KG	
29	Fish - Yellowtail	KG	
30	Fish - Yellowtail Portions 280/320g	BOX	
31	Prawns - Crumbed	KG	
32	Prawns - Meat 40/60 800gr	EACH	
33	Prawns - Peeled & de-veined	KG	
34	Prawns - PND 20/40	KG	
35	Prawns - Tails	KG	
36	Prawns - Tempura	KG	
37	Prawns - Tempura 16/20	KG	
38	Prawns - Tiger 2KG	KG	
39	Seafood - Calamari Rings 800gr	KG	
40	Seafood - Calamari Salt & Pepper Squid	KG	
41	Seafood - Calamari Steaks	KG	
42	Seafood - Calamari Tempura Natural	KG	
43	Seafood - Crab Sticks	KG	
44	Seafood - Crayfish	KG	
45	Seafood - Marinara Mix	KG	
46	Seafood - Mussels Half Shell	KG	
47	Seafood - Oysters	KG	
48	Seafood - Shrimps	KG	
49	Seafood - Sushi Assorted	EA	

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 34713-5M** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (*capitals*):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

