joburg city theatres
where everyone plays a part
JOBURG | SOWETO | ROODEPOORT

Operates as a Municipal Entity of

Joburg

Bid Number – 00313/23

SUPPLY AND DELIVERY OF KOSHER MEALS (RE-ADVERT)

Company Name : _____

Company Representative : _____

Closing Date : 08 APRIL 2024

BID No.	00313/23
DESCRIPTION	Supply And Delivery Of Kosher Meals(Re-Advert)
TENDER DOCUMENTS	Tender documents are available in PDF format at no cost on the e-tender portal (www.etenders.gov.za) or JCT website (www.joburgcitytheatres.com).
COMPULSORY BRIEFING	None
CLOSING TIME AND DATE	08 APRIL 2024@ 12h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
LOCAL CONTENT THRESHOLD	N/A
DELIVERY DETAILS:	To be deposited in the "Tender box" situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description.
TELEGRAPHIC/ POSTAL/ FAX & EMAIL BIDS	Will not be accepted
LATE SUBMISSIONS	Will not be accepted
CONTACT PERSON	All SCM and Technical enquiries concerning this bid should be addressed to:- Email:graham@joburgtheatre.com or Hbaloyi@joburgtheatre.com

CHECKLIST

BID NO: _____

PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL COMPULSORY DOCUMENTS HAVE BEEN ATTACHED TO YOUR QUOTATION. PLEASE NOTE THAT IF THESE DOCUMENTS ARE NOT ATTACHED COMPLETED AND SIGNED THE QUOTATION WILL BE DISQUALIFIED.

Details	Annexures
MBD 1 -Invitation to Bid	Annexure A (bid document downloaded from www.etenders.gov.za or www.joburgcitytheatres.com
MBD4- Declaration Of Interest	
MBD 6.1- Preference Points Claim Form in terms of PPPFA 2022 regulations	
MBD 6.2- Declaration Certificate for Local Production and Local Content (only applicable if designated materials are included). Annexure C-Local Content Declaration- Summary Schedule Annexure D-Imported Content Declaration – Supporting Schedule to Annexure C Annexure E-Local Content Declaration- Supporting Schedule to Annexure C	
MBD 8- Declaration Of Bidder's Past Supply Chain Management Practices	
MBD9- Certificate Of Independent Bid Determination	
Central Supplier Databased (CSD) Registration Summary report	Annexure B
ID copies of shareholders / directors and share certificates	
Original Certified Copy of Company Registration Document	
Rates & Taxes Invoice for Company OR Certified Copy of Lease Agreement OR Original Certified Copy of Affidavit Certified by the SAPS.	
Rates and Taxes Invoice for All the Directors of the Company OR Original Certified Copy of Lease Agreement OR Affidavit Certified by the SAPS.	
Tax Pin Code.	
Certified Copy of BBBEE certificate OR Certified copy of Sworn affidavit.	
Registration with the Workmen's Compensation Fund. A letter of good standing issued by Department of Labour	
Reference Letters	
Company Profile	
Functionality Supporting documents (only applicable if required as per bid)	Annexure C
Detailed Quotation (on company letterhead)	Annexure D
Any additional bidder information not mentioned above	Annexure E

Signature _____

SECTION 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOBURG CITY THEATRES)					
BID NUMBER:	00313/23	CLOSING DATE:	08 APRIL 2024	CLOSING TIME:	12h00
DESCRIPTION	SUPPLY AND DELIVERY OF KOSHER MEALS(RE-ADVERT)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Sealed quotations marked with the reference no: must be placed in the **Tender Box** at Joburg Theatre Complex, 01st Floor, Loveday Street, Braamfontein.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**ARE YOU A FOREIGN BASED SUPPLIER FOR** THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER			**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			**TECHNICAL INFORMATION MAY BE DIRECTED TO:**		
DEPARTMENT	Supply Chain		CONTACT PERSON		
CONTACT PERSON	Happiness Baloyi		E-MAIL ADDRESS		
E-MAIL ADDRESS	Hbaloyi@joburgtheatre.com		TELEPHONE NUMBER		

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

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

TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: …….

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

Instructions to Bidders

A. BID DOCUMENTS

Access to Bid documents

Tenders are available for download for free from www.etenders.gov.za or www.joburgcitytheatres.com. Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted STRICTLY on or before the closing date at 12:00 PM.

Hand delivery: The bid document must be To be deposited in the "Tender box" situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description. The bid document will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original document will take precedence.

Disclaimers

It must be noted that JCT has the right to:

- Award the whole or a part of this tender;
- Split the award of this tender;
- Negotiate with all or some of the shortlisted bidders;
- Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- To reject the lowest acceptable tender received; and/or
- Cancel this tender.

Confidentiality of Information

- JCT will not disclose any information disclosed to JCT through this tender process to a third party or any other bidder without any written approval form the bidder whose information is sought. Furthermore,
- JCT will not disclose the names of bidders until the tender process has been finalised, whereby all participants will be published on the JCT website.
- Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from JCT. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to JCT with the bid.

Late Bids

Late submissions will not be accepted under any circumstances. The tender box shall be locked at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter will not be accepted

under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when dispatched allow enough time for any unforeseen events that may delay the delivery of the tender.

Rules for Bidding

- JCT is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- JCT reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should JCT decide not to proceed with the bid.
- JCT also reserves the right to appoint any other person to undertake any part of the tasks.
- The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. JCT will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- All South African firms submitting bids as part of a consortium or joint venture must submit a valid tax clearance certificates.
- The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- Should the contract between JCT and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.
- Each party to a consortium/ sub-contractors must submit a separate original and valid Tax Clearance Certificate.
- Failure to submit completed documents with the tender proposal may invalidate the tender proposal.
- Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- This tender document, together with associated forms and annexures, may NOT be re-drafted.
- Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated
- Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and **the bid will be invalidated**.
- All prices shall be quoted in South African currency and be **VAT inclusive**.
- JCT reserves the right to only accept part of the submitted bid by a supplier.
- JCT reserves the right to withdraw this tender.
- Unless specifically provided for in the tender document, no tenders will be considered if

submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.

- It should be noted that JCT reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- The bidder's **company letterhead** must be used for the proposal's cover letter and reflect the company name, address and contact details.
- The correct Tender reference number (See the front page of this BID for the Tender Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- **Responsiveness criteria of submissions :** No Tender will be considered by JCT unless it meets the following responsiveness criteria:

a. The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service or goods and the Tender number for which the Tender is submitted.

b. The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.

c. The official Tender document must be **fully completed** in black ink pen. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable.**

d. All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.

e. If the entity submitting a Tender is a **Joint Venture or a Consortium or Partnership**, each party to that formation **must** submit all the above information.

f. The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

g. Complies with the **requirements of the Specification**.

h. Adheres to **Pricing Instructions**.

i. Complies in full and observes the requirements of the **Notice to Tenderers (if applicable).**

j. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:

- A fully completed and signed Tender Form;
- The Tenderer's Details;
- The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
- The Declaration by Tenderer

Registration on the CSD

Potential service providers **must** be registered on the CSD administered by National Treasury at the time of submitting this bid. Bidders that are not yet registered can register on-line at www.csd.gov.za

Grounds for Disqualification

Joburg City Theatres reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

1. Bidders who do not submit a ***valid Tax*** PIN issued by SARS, on the closing date and time of the bid.
2. bidders who submitted ***incomplete information and documentation*** according to the requirements of this Bid
3. bidders who submitted ***information that is fraudulent, factually untrue or inaccurate***, for example memberships that do not exist, BEE credentials, experience, etc.;
4. bidders who received information not available to other vendors through fraudulent means; and/or
5. Bidders are reminded that ***all alterations in the bid document must be signed in full*** by the bidder's authorised signatory and an accompanying letter on the bidder's official letterhead must be provided indicating such alterations.
6. This bid, correctly endorsed is to be addressed to Joburg City Theatres and must be deposited into the tender box at the time and date shown herein. Under no circumstances will late tenders be accepted.
7. The bid document is to be ***submitted in full in the same order as issued*** with all sections attached.
8. Proposal that do not meet Joburg City Theatres' requirements shall be considered as unsuitable and non-responsive and shall be rejected.
9. Bidders are required to ***cost for all the items as required***. If not, the proposal will be rejected as non-responsive.

Notice to Bidders

The costs of preparing the proposal, negotiation and any other engagement pursuant to this bid shall be for the sole account of the bidder, and shall not be reimbursed by Joburg City Theatres under any circumstances.

Joburg City Theatres reserves the right to amend, modify or withdraw the BID in part or *in total* including terminating any associated proceedings at any time, without prior notice to the bidders and without liability to compensate or reimburse any person in relation thereto.

Joburg City Theatres' reserves the right to accept or reject any of the proposals submitted; and shall be under no obligation or bound to do so.

Joburg City Theatres reserves the right to adopt any submission by any Bidder(s) and to include information therein into other procurement documentation of Joburg City Theatres without compensation to the authors of such information.

Amendment of Bid Documents

JCT may issue updated versions of documents issued in the Bid and/or may issue additional documentation to form part of the Pack. Such reissued or additional documentation will be notified of the amendment in writing and same will be binding on them.

At any time prior to the deadline for submission of bids, JCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

In order to allow prospective bidders reasonable time in which to take the amendment(s) in account in preparing their bids, JCT at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and JCT shall be written in English.

Bid Price

- The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- Notwithstanding anything to the contrary contained in JCT's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- Payment will be made in Rand unless otherwise stipulated.
- All prices must include Value Added Tax.
- All tax invoices submitted by the Bidder must show the Value of the supply, the amount of tax charged and the consideration for the supply.
- All price(s) must be net with all discounts and settlement discount already deducted.
- Price(s) must include cost of supply, transport of personnel delivery and off-loading (if applicable).
- Price(s) must include cost of all labour, equipment, delivery of labour to site, materials etc. and without any extra or additional charges to Joburg City Theatres whatsoever.
- Any and all alterations to the bid price must be signed in full by the bid's authorized signatory and an accompanying letter from bidder on their official company letterhead will indicate such alterations. Failure to this will disqualify the bid.

Period of Validity of Bids

- Bids shall remain valid for **120 days** after the closing date of bid prescribed by JCT. A bid valid for a shorter period shall be rejected by JCT as non-responsive.
- In exceptional circumstances, JCT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Closing date of Bids

- Bids must be received by JCT at the address specified in the bid document. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- JCT may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of JCT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by JCT prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

Certified Copies/Commissioner of Oaths Certification

The bidder shall, where required in terms of the bid (bidder's information) submit with the bid, certified copies of all certificates specified. Failure to do so may render the bid liable to rejection on the grounds of being incomplete.

Improper Lobbying /Interference

Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with Joburg City Theatres will face the following charges:

- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct."

No relaxation, indulgence or waiver granted by Joburg City Theatres to the Bidder shall in any way operate as an estoppel against Joburg City Theatres in the exercise by it of its right hereunder.

Requirements to Submit Proposals

- All schedules in this document must be populated and will form part of the quotation
- A completed Joburg City Theatres supplier registration application form which is available for download from Joburg City Theatres' website (www.joburgtheatreptyltd.co.za). Alternatively, if the supplier is registered on the JCT database, then the service provider need only submit all the mandatory documents with this application.
- The contractor will need to provide examples /references of similar such works performed.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids

- The bidder's names, bid modifications or withdrawals and such other details as JCT at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.
- Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids

During evaluation of bids, JCT may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation Criteria

Bidders will be evaluated based on the information as contained in their Submissions, and this may be further supplemented by presentations and clarification information as may be requested from the Bidders.
Evaluations will as far as possible be based on evaluation templates prepared by Joburg Theatre's evaluation committees prior to opening of Submissions. The criteria set out in the document shall be applicable and may not be altered after the Submissions have been opened unless it is clear that such alterations will not disadvantage any Bidder or give an unfair advantage.
Submissions will be evaluated and the Contract awarded in accordance with the SCM regulations, MFMA, Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 and other applicable legislation, the General Conditions of Contract (GCC) and if applicable, any other special conditions of contract.

The bid will be evaluated on the following stages:

- Stage 1 – Administration requirements
- Stage 2 – Functionality Evaluation
- Stage 3 – Price and Preference Points Evaluation

D. AWARD OF CONTRACT

Period of Contract

This contract will be subject to negotiation but valid for a period of unguaranteed 36 months on an "As and when needs basis", commencing on the date of notification of acceptance of letter of award.

Acceptance of Bid

A valid and binding Contract and/or Service Level Agreement with the successful Bidder will be concluded immediately following the time that Joburg City Theatres emails / delivers a letter of acceptance of this bid to the Bidder.

Local Office

In order to be considered for an appointment in terms of this bid, bidders must have an office within the Johannesburg Municipality. The address of this local office must be indicated on the SERVICE PROVIDERS INFORMATION below and which will be regarded as the domiciliumcitandietexecutandi for the purpose of any contract or service level agreement arising from this bid submission.

Warranty

- 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 JCT's specifications) or from any act or mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- This warranty shall remain valid 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.
- JCT shall promptly notify the supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the supplier shall, with the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to JCT.
- If the supplier, having been notified, fails to remedy the defect(s) within the period specified, JCT 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 JCT may have against the supplier under the contract.

Contract Amendments

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

Enhancement in Rates

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

Assignment

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

Delays in the Supplier's Performance

- Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by JCT in the contract.
- 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 JCT 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, JCT shall evaluate the situation and may at its 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.
- No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
- Upon any delay beyond the delivery period in the case of a supplies contract, JCT shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Penalties

Subject to GCC clause 3.25, 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, JCT 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. JCT may also consider termination of the contract pursuant to GCC clause 3.23.

Indemnity

- The Contractor agrees that the occupational use of JCT's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein.
- The Contractor furthermore acknowledges that JCT and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by JCT to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies JCT and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.

- The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the JCT for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of JCT or its agents or employees) or for:
  - any latent or patent defect in the premises;
  - a fire on the premises;
  - a theft from the premises;
  - the Premises or any part thereof being in a defective condition or state of disrepair;
  - force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the JCT's control;
  - the use of the services offered on the premises;
  - consequential loss howsoever caused;
  - any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or JCT to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.
- Save for any willful acts or omission or gross negligence by JCT, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies JCT and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

Insurance

- Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:
  - ✓ Public liability insurances, in the name of the Contractor, covering the Contractor and JCT against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
  - ✓ The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.
- In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:
  - ✓ Over and above any statutory and / or other requirements contained in the conditions of this agreement, JCT must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
  - ✓ Any claim settlement shall be subject to the approval of both JCT and the Contractor.
  - ✓ JCT reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist JCT in this regard.
  - ✓ All insurance must remain in force for the duration of this agreement.

- ✓ Should the Contractor fail to arrange insurance or to maintain it, JCT shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose will be paid by JCT as a debt of Contractor.
- ✓ The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of JCT after awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

Compliance with Legislature

- All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with JCT, indemnifying JCT from the provisions of the Occupational Health and Safety Act (85 of 1993.
- The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable **health and safety plan** appropriate for the contract tendered for.
- The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

Workmen's Compensation

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

SECTION 2

BACKGROUND, OBJECTIVE AND SCOPE OF REQUIREMENTS

1) BACKGROUND

Joburg Theatre (SOC) Ltd trading as Joburg City Theatres (JCT), an independent municipal entity wholly owned by the City of Johannesburg Metropolitan Municipality ("COJ"), operates in order to provide world class theatre entertainment to the citizens of Johannesburg. The company continuously strives towards transformation from both within its core employment, procurement and governance practices; and also its productions and audience inclusiveness.

With effect from January 1st 2013 Joburg Theatre (SOC) Ltd and Roodepoort City Theatre NPC t/a Joburg Promusica were integrated into a single theatre management company (***Joburg City Theatres***), which also institutionalised the operation of the newly established Soweto Theatre.

Joburg City Theatres uphold its **vision** statement: "*We are the providers of the integrated management of world class African theatre venues and a high quality, entertaining, innovative and inclusive programme which serves the diverse communities of the City of Joburg.*"

To succeed, significant increased operational efficiency is critical. That means Joburg City Theatres must be cost efficient. Operational efficiency is important not only to cost saving, but also to attracting and retaining theatre audiences, as the organization strives to become responsive to customers' needs and the market's demands.

2) PURPOSE OF THIS TENDER

The scope of works entails the provision of the following service. The Scope will cover the following:

SUPPLY AND DELIVERY OF KOSHER MEALS(RE-ADVERT)

- Joburg City Theatre manages 5 sites, Joburg, Roodepoort & Soweto Theatre, The Metro Centre & the Joburg Zoo. There are 3 kitchens at Joburg Theatre, and 1 kitchen each at Roodepoort Theatre, Soweto Theatre, 1 large kitchen with front of house preparations areas, & 3 kitchens at the Joburg Zoo

Quantities and specs are as follows: -

1. Must be an accredited supplier with the **Beth Din governing body or similar governing body**
2. Must be an accredited supplier with the **South African Kosher association or similar governing body**
3. Must be able to supply buffet, platted & cocktail menus
4. All plated meals should include the cost of the cutlery and crockery.
5. All buffet meals should be in chaffing dish inserts
6. All buffet meals should not include crockery and cutlery in pricing. All buffet inserts will be returned. A deposit can be charged for the inserts and credited upon return.
7. All Buffet meals must be accompanied by a Beth Din accredited Staff member for serving.
8. All menu prices must be per person and inclusive of VAT

9 The supplier must indicate a physical address where food is prepared. The physical address must be as same as the one on the food acceptability certificate & Kosher Certificates

PLEASE PROVIDE THE FOLLOWING MENU OPTION PRICING

DESCRIPTION	QUANTITIES
CUTLERY & CROCKERY CHARGES	
Continental Breakfast	
Menu 1	
Muffin with preserves	Per person
Menu 2	
Deconstructed plate with smoked trout, cream cheese, capers, pickled red onion, carrots, cherry tomato, toasted seeds and fresh baked bread	Per Person
Menu 3	
Breakfast Plate – Fresh fruit skewers, muesli and yoghurt	Per Person
Menu 4	
Pastry Plate – (3 assorted pastries)	Per Person
Hot Breakfast	
Menu 1	
Frittata with spinach and ricotta. Served with ciabatta bread and herbed butter	Per Person
Menu 2	
Frittata with grilled zucchini, feta and portobello mushroom. Served with ciabatta bread and herbed butter	Per Person
Lunch and Dinner Hot Meals	
Menu 1	
150g Scotch fillet served with mustard mash and veg	Per Person
Menu 2	
¼ Grilled Chicken served with fried rice and roast veg	Per Person
Menu 3	
300g Grilled Hake served with coconut mash, stir fried veg and lemon butter sauce	Per Person
Menu 4	
Norwegian Salmon Teriyaki served with steamed Jasmine rice and chargrilled veg	Per Person

N.B JCT reserves the right to request similar items outside of the scope of work from time to time.

2.1 SPECIAL DELIVERY REQUIREMENTS

- Deliveries will be to all sites as determined by the General Manager of Hospitality and Catering from time to time.
- All invoices to be issued with all stocks delivered, no delivery notes will be accepted.
- A company representative from the bidding company is required to conduct monthly visits with the General Manger / deputy general manager to check and maintain the service rendered, quality of product and to ensure that any issues that may arise are resolved immediately. Contact details must be provided on the bidding document.
- No subcontracting is allowed for this service.
- Supplier to provide JCT with at least five(05) references for the same or similar service offered to restaurants / casinos/ hotels within the Gauteng region

3) CONDITIONS AND EVALUATION OF BIDS

Responses will be evaluated using a predefined set of evaluation criteria. The evaluation criteria are designed to reflect JCT requirements in terms of identifying a suitable service provider and to ensure the selection process is transparent and afford all bidders a fair opportunity for evaluation and selection.

The following conditions of tender apply for this assignment: The bid will be evaluated on a three stage process.

3.1.1 STAGE 1-ADMINISTRATIVE REQUIREMENTS

Bids that do not meet any of the following criteria (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further.

a) MBD 1 -Invitation to Bid
b) MBD4- Declaration of Interest
c) MBD 6.1- Preference Points Claim Form in terms of PPPFA 2022 regulations
d) MBD 6.2- Declaration Certificate for Local Production and Local Content (only applicable if designated materials are included).
e) Annexure C-Local Content Declaration- Summary Schedule
f) Annexure D-Imported Content Declaration – Supporting Schedule to Annexure C
g) Annexure E-Local Content Declaration- Supporting Schedule to Annexure C
h) MBD 8- Declaration of Bidder's Past Supply Chain Management Practices
i) MBD9- Certificate of Independent Bid Determination
j) National Treasury Centralised Supplier Database (CSD) registration summary report **(report should not be older than 30 days)**
k) Valid certified copy of B-BBEE certificate / In the case of EME's a Sworn Affidavit on DTI template;
l) Valid SARS Pin
m) Letter of Good standing - Compensation Fund (COIDA)
n) Proof that company is in sound financial position to execute the contract, provide audited copy of the company balance sheet and Statement of Comprehensive Income

o) Certified copies of South African Identity Documents or Valid Passports of Members, Directors or owner (Copy with original stamp);
p) Rates & taxes statement (latest) indicating the firm's good standing with the municipality that the bidders head office is located and it must not be in arrears for more than 90 days
q) Rates and Taxes Invoice for All the Directors of the Company OR Original Certified Copy of Lease Agreement OR Affidavit Certified by the SAPS. (Not in arrears for more than 90 days)
r) Local office within the Johannesburg Municipality
s) Initial each page of the Request for Proposal (RFP) to confirm that they have read and understood the contents of the bid;
t) Duly completed (and signed where relevant) all MBD's documents as required. Should all of these documents not be included and signed where applicable, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness.
u) Quotation is signed by a party duly authorized to do so.

NB: By providing us with your Personal Information, you consent to JCT processing your Personal Information, which JCT undertakes to process strictly in accordance with the section 18 informed consent document

NB: The bidder shall, where required in terms of the bid (bidders information) submit with the bid, certified copies of all certificates specified. All certified copies must not be older than three months (90days)

NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).

NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

3.1.2 Stage 2 – Functionality Evaluation

Technical / Functionality will be evaluated against the following detailed requirements:

Proposals will firstly be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system. Only proposals that score a minimum of 80 points or more on functionality will be able to proceed to the third stage of evaluation on the pricing components in terms of 80:20 points system. The ratings will assume the following scoring:

Test Minimum Threshold of 80% for Technical / Functional Criteria

CONTACTABLE CLIENT REFERENCES	Proof of previous work references of the tendering entity with experience relevant to the required service in the bid specifications were previously done or are currently ongoing performed, submitted on the client's letterhead, describing the type of work. • (On a client's letterhead) for rendering similar assignments or services during the last 24 Months. • Proven experience of the company in the field of the similar assignments or services	10	2 points per reference letter
METHODOLOGY/APPROACH	The proposal by the service provider will be tested by JCT to ensure that all items listed in the scope of requirements is adhered to. • Provide a report outlining performance of the scope of work including key activities, time frame and milestones.	20	Detailed and full deliverables = 20points None or partial submissions = 0 points
QUALITY ASSURANCE	The service provider must provider the following: • Valid pest control certificate (not older than 12 months) • Certificate for Food Acceptability	30	15 points per certificate = 30 points
ACCREDITATION	Must be an accredited supplier with the Beth Din governing body or similar governing body Must be an accredited supplier with the South African Kosher association or similar governing body	10	5 points per accreditation = 10 points
SITE VISIT	Inspection will be done on the following items • Hygiene • Clean and free from dirt Inspection of delivery vehicles used for delivery • All closed • Refrigeration where required minimum of 5 vehicles required (Leased or owned by the tendering company) • Clean, neat and tidy • Minimum 2 unrefrigerated trucks (Leased or owned by the tendering company)	30	Full deliverables = 30 points

	Review of Health and Safety processes • Compliance with health and safety standards. • Health and safety file available and sufficiently covers all areas.		
	Staff compliment • Company organogram to be provided, • Drivers names, Drivers licences provided • PDP papers provided where required		
Total		100	

3.1.3 STAGE 3: PRICE AND PREFERENCE POINTS EVALUATION

Stage 2 will be evaluated on 80/20 Preference Point System (i.e. 80 points on Price and 20 points on Specific Goals).

Evaluation Using the 80/20 Preference Points System

1) **Price** [Weighted score 80 points]:

Joburg City Theatres will utilize the following formula in its evaluation of Price:

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

2) **Specific Goals criteria** [Weighted score 20 points] *[MBD6.1]*

SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

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

4) General

- The quotation must be valid for 90 days from closing date.
- Quotation prices must include delivery and all equipment related to the successful completion of job.
- JCT is not bound to accept any Bid and reserves the right to take up all or a part of the bid.

5) Service Levels

- An experienced account representative(s) is required to work with Joburg City Theatres' Supply Chain Management department. Additionally, there shall be a minimal number of people, fully informed and accountable for the agreement.
- Joburg City Theatres will have regular reviews with the Service Provider's account representative on an on-going basis.
- Joburg City Theatres reserves the right to request that any member of the Service Provider's team involved on the Joburg City Theatres account be replaced if deemed not to be adding value for Joburg City Theatres.
- The Service Provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
  a) Random checks on compliance specifications
  b) On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated service level requirements will give Joburg City Theatres the right to cancel the contract in whole, without penalty to Joburg City Theatres, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES	

NO	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277

3. The bidder (Name) ……. Hereby grants Joburg City Theatres Permission to use the following TAX COMPLIANCE STATUS PIN NO …… With reference to the following Tax Reference Number…….

4. The bidder (Name) ……Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to JCT on an on-going basis during the Contract Term.

5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide JCT authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.

6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.

7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership and

8. A bidder, who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

WITNESS 1 _____DATE: _____

WITNESS 2 _____DATE: _____

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete and submit

(i) a signed, dated and stamped quotation ;

1. Notes to Pricing

a. Please indicate your total bid price here: R…… **(compulsory)**

b. **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

c. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. **Deviation from this pricing schedule could result in a bid being declared non responsive.**

d. Prices quoted must be held valid for a period of **120 days** from closing date of this Bid

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

e. Please note that should you have offered a discounted price(s), Joburg City Theatres will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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

YES	NO

g. **Mandatory**: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

h. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

i. The bidder must supply a **detailed quote as an annexure** with the full specs of the hardware quoted on to this quote. Failure to meet any of the specifications will result in the bid not being considered

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution in not jeopardised by an uneconomic bid price.

QUOTATION FORM

I/We_____ hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Joburg City Theatres; and
- Any other standard or special conditions mentioned and/or embodied in this bid document.

I/We accept that unless Joburg City Theatres should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Joburg City Theatres' acceptance thereof shall constitute a binding contract between Joburg City Theatres and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Joburg City Theatres may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Joburg City Theatres in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule
I/We quote as follows for the goods required:

DESCRIPTION	QUANTITIES	PRICE
CUTLERY & CROCKERY CHARGES		
Continental Breakfast		
Menu 1		
Muffin with preserves	Per Person	
Menu 2		
Deconstructed plate with smoked trout, cream cheese, capers, pickled red onion, carrots, cherry tomato, toasted seeds and fresh baked bread	Per person	
Menu 3		
Breakfast Plate – Fresh fruit skewers, muesli and yoghurt	Per person	
Menu 4		
Pastry Plate – (3 assorted pastries)	Per person	
Hot Breakfast		
Menu 1		
Frittata with spinach and ricotta. Served with ciabatta bread and herbed butter	Per person	
Menu 2		
Frittata with grilled zucchini, feta and portobello mushroom. Served	Per person	

with ciabatta bread and herbed butter		
Lunch and Dinner Hot Meals		
Menu 1		
150g Scotch fillet served with mustard mash and veg	Per person	
Menu 2		
¼ Grilled Chicken served with fried rice and roast veg	Per person	
Menu 3		
300g Grilled Hake served with coconut mash, stir fried veg and lemon butter sauce	Per person	
Menu 4		
Norwegian Salmon Teriyaki served with steamed Jasmine rice and chargrilled veg	Per person	
SUBTOTAL (excl. VAT)		
Vat		
Total		

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution in not jeopardised by an uneconomic bid price.

Note:

a) In case of discrepancy between unit and total prices, the unit price shall prevail.
b) All prices must be inclusive of VAT, Transport, Delivery and Handling Charges
c) All Prices must be quoted in South African Rand, inclusive of VAT
d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this bid, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated in Section 2, (Conditions and Evaluation of bids) and Joburg City Theatres will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED _____ DATE_____

PRINT NAME _____

DESIGNATION _____

SECTION 4

MBD 4

DECLARATION OF INTEREST

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 Full Name: ……

3.2 Identity Number:…….

3.3 Company Registration Number: ……

3.4 Tax Reference Number: …….

3.5 VAT Registration Number: …….

3.6 Are you presently in the service of the state* YES / NO

3.6.1 If so, furnish particulars …….

…….

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.……

…….

3.8 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 YES / NO

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* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity 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 entity; or
(f) an employee of Parliament or a provincial legislature.

3.8.1 If so, furnish particulars ……

……..

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.9.1 If so, furnish particulars……

……

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES/ NO

3.10.1If so, furnish particulars ……

……

3.11Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1If so, furnish particulars……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

(f) **"Historically Disadvantaged Individual (HDI)"** means a South African citizen –

I. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution") and /or
II. Who is a female; and/or
III. Who has a disability provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

(g) Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

(h) **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

(i) **"Youth"** Has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

(j) **"Specific goals"** means specific goals as contemplated in section 2(1) (d) of the PPPFA which may include contracting with persons, or group of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

(k) **"IDP"** refers to the Integrated Development Plan being a five-year strategic plan required in terms of the Municipal Systems Act, 2000 (Act no 32 of 2000), guiding the City in executing its constitutional mandate.

(l) **"Locality"** means that tenderer/bidder must have a business enterprise located within the boundaries of City of Johannesburg Municipal Metropolitan Municipality or Gauteng Province to score points for locality.

(m) **"Lowest Acceptable Tender"** means the tender that complies with all specifications and conditions of the tender and that has the lowest price compared to other tenders.

(n) **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).

(o) **"Sub-Contracting"** means the use of the 3rd party or subcontractor by the main contractor to help fulfil the obligations of the contract

3. REFERENCE TO THE CITY'S IDP DOCUMENT

3.1 The City's IDP document of 2022/27 identified some challenges and opportunities in growing its economy, these are also considered on the differing preferential goals below. Some of the City's preferential goals were extracted from the City's IDP document which identified the following challenges and areas of development:

3.1.1 High rate of unemployed youth inthe City.
3.1.2 Establishment of Priority Economic Zones (PEZ) to address both spatial and economic challenges.
3.1.3 SMME development and support.
3.1.4 Elderly development and support.
3.1.5 Women development and support
3.1.6 Youth development and support.
3.1.7 People with disabilities (PWDs) development and support.
3.1.8 LGBTQIA development and support

3.2 The City intends mitigating its risks through coordinated programmes across all departments, as well as allocating a percentage spent on SMMEs.

4. PREFERENTIAL PROCUREMENT SYSTEM

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR ACQUISITION OF GOODS OR SERVICES

a) A maximum of 80 or 90 points is allocated for price, inclusive of all applicable taxes on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{Or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

b) A maximum of 20/10 points may be awarded to a tenderer for the specific goal specified for the tender.
c) The points scored for the specific goal must be added to the points scored for price and the total rounded off to the nearest two decimal places.
d) Subject to section 2(1) (f) of the Act, the contract must be awarded to the tender scoring the highest points.

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

a) A maximum of 80 or 90 points is allocated for price, inclusive of all applicable taxes on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{Or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

b) A maximum of 20/10 points may be awarded to a tenderer for the specific goal specified for the tender.
c) The points scored for the specific goal must be added to the points scored for price and the total rounded off to the nearest two decimal places.
d) Subject to section 2(1) (f) of the Act, the contract must be awarded to the tender scoring the highest points.

4.2.1 CRITERIA FOR BREAKING DEADLOCK IN SCORING

a) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

b) If two or more tenderers score equal points total points in all respects, the award must be decided by the drawing of lots.

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated below as may be supported by proof/ documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that,

if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Points awarded for historically disadvantaged individuals

Preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed

$$NEP = NOP \times \frac{EP}{100}$$

NEP = Points awarded for equity ownership by an HDI

NOP= the maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations (1), (2), (3) and (4).

6. CATEGORIES OF SPECIFIC GOALS FOR JCT

a) The categories of preferential goals as contained in the relevant legislation and the COJ IDP document is hereby listed below and JCT will be at liberty to apply specific goals in any combination format depending on preference targets and availability of suppliers.Both specific goal 1 and goal 2 will be included in the Request for Quotations and tenders.

6.1 SPECIFIC GOAL 1: HDI

A maximum of 10 points from specific goal 1 must be allocated when applying the 80/20 Preference Point System or 5 points when using the 90/10 Preference Points System. Bidder may score the points based on company ownership.The tender/RFQ must be advertised with a specific tendering preferential procurement requirement in order for the bidder to claim 1O or 5 points for specific goal 1, the tenderer must be 51% owned or more by the following designated groups:

(a) Black People.
(b) Women.
(c) Black Youth.
(d) Black People with Disabilities.
(e) Black People who are Military Veterans.
(f) Cooperative which is at least 51% owned by Black People.

Table below provides for the guide on the allocation and verification of specific points under goal 1:

SPECIFIC GOAL 1: HDI	MEANS OF VERIFICATION	80/20	90/10
MAXIMUM POINTS		10	5
Business owned by 51% or more – black people	CSD report; ID copies of shareholders / directors and share certificates; BBBEE certificate OR Certified copy of Sworn affidavit	5	2
Business owned by 51% or more – women	CSD report; ID copies of shareholders / directors and share certificates; BBBEE certificate OR Certified copy of Sworn affidavit	10	3
Business owned by 51% or more – youth	CSD report; ID copies of shareholders / directors and share certificates; BBBEE certificate OR Certified copy of Sworn affidavit	10	3
Business owned by 51% or more – black people with disability	CSD report; ID copies of shareholders / directors and share certificates; BBBEE certificate OR Certified copy of Sworn affidavit	2	1
Business owned by 51% or more – black people who are military veterans	CSD; registration with military veteran's database (stamped printout from military veterans' office showing the principal member with the ID number will be required), and Valid BBBEE Certificate / Affidavit Sworn under oath.	2	1
Cooperative which is at least 51% owned by Black People	CSD, Valid BBBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and CIPC registration document.	5	1

6.2 SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY

A maximum of 10 points from specific goal 2 must be allocated when applying the 80/20 Preference Point System or 5 points when using the 90/10 Preference Points System. These Specific Goals are regarded as critical in contributing towards the economic development and growth in Gauteng Province. The tender/RFQ must be advertised with a specific tendering preferential procurement requirement in order for the bidder to claim 10/5 points for specific goals. Therefore, specific goal 2 points may be allocated for the following RDP including COJ IDP Goals:

(a) Promotion of SMMEs (An EME or QSE).
(b) The promotion of enterprises located within the City of Johannesburg Metropolitan Municipality.
(c) Promotion of enterprises located in a specific region within the City of Johannesburg Metropolitan Municipality for work to be done or services to be rendered in that region.
(d) The promotion of enterprises located in Townships.
(e) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.
(f) Subcontracting to business owned by designated groups (up to 30%).

Table below provides for the guide on the allocation and verification of specific points under goal 2:

SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY	MEANS OF VERIFICATION	80/20	90/10
MAXIMUM POINTS		10	5
SMMEs (An EME or QSE).	CSD and BBBEE Certificate / Affidavit Sworn under oath.	5	1
Enterprises located within the City of Johannesburg Metropolitan Municipality.	CSD and proof of municipal account.	10	5
Enterprises located in a specific region within the City of Johannesburg Metropolitan Municipality for work to be done or services to be rendered in that region.	CSD and proof of municipal account / letter from the Ward Council confirming the business address.	5	5
Enterprises located in Townships.	CSD and proof of municipal account / letter from the Ward Council confirming the business address.	4	1
Upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.	CSIR policy, list of organisations assisted in the current financial year and reference/acceptance letters from those organizations.	4	3
Subcontracting to business owned by designated groups (up to 30%).	Draft subcontracting agreement to the designated groups, and Valid BBBEE Certificate / Sworn Affidavit of the subcontracted business.	5	5

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm…….

7.2 Company registration number: ……..

7.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……..
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..
DATE: ……
ADDRESS: ……
……
……
……

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1 Preferential Procurement Regulations, 2022 (Regulation 9) makes provision for the promotion of local production and content.

1.2 That only locally produced or locally manufactured goods as per specified threshold by National Treasury for local production and content will be considered; and

1.3 That the exchange rate to calculate local production and content must be the exchange rate published by the South Africa Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid

1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1- x / y] *100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

3. Does any portion of the services, works or goods offered have any imported content? YES / NO

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency US	Rates of exchange
Dollar	
Pound	
Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names), ……do hereby declare,

in my capacity as …… of …….

.....(name of bidder entity), the following:

a. The facts contained herein are within my own personal knowledge.

b. I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

c. The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

d. I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

e. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2022 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
(C2) Tender description:
(C3) Designated product(s)
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate: Pula EU GBP
(C7) Specified local content %

Note: VAT to be excluded from all calculations

	Calculation of local content							Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

Annex D

ESSENTIAL RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No: PG20/06	
(D2)	Tender description: Supply and delivery of welding consumables in the Port of Durban on an"as and when required "basis for a period of thirty sk	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of Imported content: Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt Imported value R 0

This total must correspond with Annex C - C21

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of Imported content: Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total Imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of Imported content: Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total Imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C23

Signature of tenderer from Annex B

Date:

Annex E

ESSENTIAL RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	PD21/05
(E2)	**Tender description:**	Servicing, fault finding and supplying of material to the navigational and comm
(E3)	**Designated products:**	
(E4)	**Tender Authority:**	
(E5)	**Tendering Entity name:**	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	*(E7)*	*(E8)*
		(E9) **Total local products (Goods, Services and Works)**	R 0

(E10)	**Manpower costs**	(Tenderer's manpower cost)	R 0
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, Insurance, financing, interest etc.)	R 0
		(E13) **Total local content**	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 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 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / 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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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

Item	Question	Yes	No
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.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Item	Question	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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
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?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 so, furnish 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 so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

……	…….
Signature	Date
……	…….
Position	Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1) This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2) 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) 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) take all reasonable steps to prevent such abuse;

    b) reject 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) cancel 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) 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) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID 00313/23: SUPPLY AND DELIVERY OF KOSHER MEALS(RE-ADVERT)

In response to the invitation for the bid made by:

JOBURG THEATRE (SOC) LTD t/a JOBURG CITY THEATRES
(Municipal Entity)

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

I certify, on behalf of:_____that:
(Name of Bidder)

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 or not 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; and
    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 consortium[3] 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:

[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.

    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; or
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.

…… ……..

Signature Date

…… ……..

Position Name of Bidder

SECTION 5:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

8 May 2007

TABLE OF CLAUSES

1. Definitions
2. Application
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "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:

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:
   (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the 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:

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

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.