



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 23/19

**RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP)
AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A
PERIOD OF THREE (3) YEARS**

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
TOTAL TRANSPORTATION AMOUNT	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	

PREPARED BY:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE AND RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

CLOSING DATE : 22/02/2023
Time : 11h00

COMPULSORY BRIEFING SESSION
Date : 06 February 2024 @ 10H00am
**Venue : Limpopo Department of Agriculture and Rural
Development (Sekhukhune District), Public
Works Complex, Lebowakgomo, 0737**

OR

COMPULSORY BRIEFING SESSION
Date : 07 February 2024 @ 10H00
**Venue : Madzivhandila College of Agriculture.
Ha-Budeli Village, Thohoyandou, 0950**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACDP 23/19	CLOSING DATE:	22 February 2024	CLOSING TIME:	11H00
DESCRIPTION	RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
LIMPOPO					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NDLOZI VS		CONTACT PERSON	Lechalaba M / Baloyi T / L Ramaungani	
TELEPHONE NUMBER	015 294 3564		TELEPHONE NUMBER	066 4977 693 / 013 264 5300 / 015 962 7224	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ndloziv@agric.limpopo.gov.za		E-MAIL ADDRESS	LechalabaM@agric.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI
SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO	QUANTITY	DISCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

.....
Signature of Bidder

.....
Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	10
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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership > 51%	5	
Women Ownership > 51%	4	
Persons with Disability Ownership >51%	5	
Youth Ownership >51%	2	
Locality (Limpopo)	4	
TOTAL POINTS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

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

RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TERMS OF REFERENCE

FOR

**RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP)
AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A
PERIOD OF THREE (3) YEARS**

1. BACKGROUND

Considering the current changes within the college training landscape, the college is mandated to provide training to various farmers and students and officials from time to time. The college will be training learners including Diploma students, learners placed on learner ship program and short courses for farmers for farmers and other clients every quarter. The department and college also provides in service training, meetings and workshops for departmental staff from time to time at the college which will also require catering. It is important to have a constant supplier of catering services, especially for farmers and learners to avoid delays and strikes from the students. There is a need for a 3-year contract to render catering services to leaners, farmers and staff and other interested groups. The successful contract will be leasing of Kitchen and tuck-shop and will accordingly render the services.

2 Provision and maintenance: Movable/ non-movables

2.1 Maintenance of none-movables (government property):

The successful bidder will be responsible to take reasonable care of the following:

Windows	Gas
Doors and doors handle	Lights
Stoves	Ceiling
Shelves / Cupboard	Sink
Cold storage and refrigerator	Walls
Cleaning of receiving bays and toilets	Cleaning of staff and students dining h
Cleaning of Kitchen Stores	Cleaning of serving points equipment
Cleaning of gullies	Cleaning of dumping site

2.2 Provision and maintenance of movables:

- a) The department will be responsible for the provision and maintenance of all appliances, equipment, utensils, furniture and immovable shelves and cabinets.

- b) The Department will not procure appliances, equipment, utensils, furniture, and immovable shelves according to the need of the service provider but is expecting him/her to use the available materials and equipment.
- c) Maintenance and replacement of appliances and equipment shall be done by the department regularly.
- d) Any repairs of equipment resulted by the negligence of using the equipment and facilities according to the manufacture instruction, such cost of repairs will be directed to the service provider.
- e) The kitchen building and any other movable equipment within the kitchen remains the government's property and must be accessed at all times when need arise for verification purposes.
- f) The Department reserves the right to lease the kitchen to other parties during events held in the college premises.

NO MODIFICATION OF THE BUILDING STRUCTURE IS ALLOWED

3. TELECOMMUNICATION

The successful bidder should provide his/her own line of communication for any external communication whatsoever. The structure does provide an internal telephone extension line.

4. KITCHEN AND TUCK SHOP SQUARE METERS - MADZIVHANDILA

- 4.1 Kitchen – Length =25m and width = 13m
- 4.2 Staff Dining Hall – Length =11m and width = 5m
- 4.3. Students Dining Hall – Length =21m and width = 15m
- 4.3 Tuck shop = next to dining hall Length =16m and width = 13m

4. KITCHEN AND TUCK SHOP SQUARE METERS - TOMPI SELEKA

- 4.1 Kitchen – 294 200 square metres
- 4.2 Dining Hall – 612 770 square metres
- 4.3 Tuck shop next to dining hall 45 260 square metres
- 4.4 Tuck shop next to Leap 75 360 square metres (Tompi)

5. CATERING REGULATIONS

- 5.1 Service provider should ensure that all staff under his/her control shall comply with the Catering regulation of the institution.
- 5.2 Kitchen content: Catering of items within the kitchen/tuck shop will be the responsibility of the operator. The College or Government as such will take no responsibility for any burglary, theft or damage of any items in the Kitchen/tuck shop.
- 5.3 All items belonging to the Service Provider should be within the structure of the Kitchen at all times.

6. ENVIROMENTAL HEALTH STANDARDS:

6.1 The following Acts apply:

- a) The Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972
- b) Occupational Health & Safety Act 181 of 1993
- c) Health Act 63 of 1977
- d) Occupational Health & Safety Act 85 of 1993
- e) Meat safety Act , 200 (Act no. 40 of 2000)

6.2 Control and monitoring by the Department:

- a) Departmental environmental health officers will submit a Bill of Health to the Service Provider after setting up
- b) Environmental health officers will do routine inspections for hygiene and Act compliance on a regular basis.
- c) The institutions catering committee will carry out spot checks from time to time.
- d) The catering committee shall have the responsibility to monitor the service rendered by the Kitchen operator and the compliance to the specifications of the contract and shall have access to the Kitchen.
- e) The Service Provider should adhere to the institution waste management plan.
- f) Food preparation done on the premises has to meet Environmental Health standards and regulations according to Occupational Health & Safety Act 85 of 1993

- g) Sanitary conditions within and around the kitchen should meet with the Environmental Health standards.
- h) The successful service providers should always be in possession of a valid certificate of acceptability (Health Certificate) issued by a competent authority with jurisdiction in the area where the relevant services are provided.

7. CATERING AND GENERAL PROVISIONING

(a) Food items and prescripts

All the item prescripts as indicated from the menu circle should be adhered to.
Serving times should also be adhered to as indicated.

(b) Food Specifications

Food specification as indicated should be adhered to as follows:

- i) An apple, banana orange and other variety of fruits to be served also considering season should be of Medium size not small
- ii) Size of Pap to be served should amount to the minimum 500g in both porridge and mabele
- iii) Two Medium piece in both Chicken and beef should be served when meat is served it should be taken into consideration that some people eat beef only and some eat chicken only, so there should be a prior arrangement as to quantity of either kind meat to be served.

(c) Quality of food

- (i) Maize meal (type of maize required is “super maize meal” of any brand)
- (ii) Juice should be 50% concentrated mixed fruit with water an amount of minimum 250ml should be served

N.B: Refer to Annexure A & B for catering specification.

7. TUCK-SHOP

7.1 Compliance to: Food items and prescripts and food Specifications

7.2 No alcohol or medicines re to be kept or sold on the premises except pain reliefs.

7.3 Specifications for foodstuff and goods to be sold in the tuck shop:

7.4 Specified bid amount according to Departmental contract to be paid to the host college for monthly rental of the premises: R390.00 per Tuckshop (subject to increase on annual tariffs rate as per departmental tariff manual).

7.5 Serving and operating times are as follows:

CATERING SERVICE	TUCK SHOP SERVICE
Breakfast (06H30 - 07H30)	07H00 – 20H00
Lunch (13H00 – 14H00)	
Dinner (18H30 – 19H30)	

7.6 Stock at the Tuck Shop should be available at all times

- The minimum specifications to adhere to are as per **Annexure C** attached.

8. DOCUMENTATION

The bidders are expected to submit the following documents:

8.1 Mandatory requirements

Failure to submit or fully complete the following mandatory requirements shall disqualify your bid:

- (a) General Conditions Contract initialled in each page
- (b) Properly signed and fully completed bid document
- (c) Health certificate
- (d) Letter of acceptability from municipality
- (e) Joint Venture agreement in case if bidding as joint venture

8.2 Non-Mandatory requirements

- a) Company profile including track record with special attention to be given to the following:
 - Indicate the related work done, commissioned and contact details.
 - Postal and street address of office.
- b) Certified copy/ies of ID documents for all members if cc, partners in a partnership, directors of private/public company, trustees of a trust, owner if a sole proprietor (not copy of the certified copy and must not be older than three months)

- c) Entity Registration documents – Close Corporation/ Partnership/ Company/ Sole Proprietor
- d) Central supplier database (CSD) summary report and for both entities in case of Joint venture.
- e) Submission of business plan with tender application

9. SCOPE OF WORK

- a) The quality of food ingredients, beverages and provisions shall be of good standard meeting accredited National and or International food and beverage handling standards.
- b) LDARD will provide the required space for food storage, preparation, pantry, dining, equipment for re-heating and furniture in the dining area
- c) The Service Provider will source food ingredients, service staff, labour and any other requirements at their own cost.
- d) The serving crockery, cutlery etc. will be provided by the Service Provider.
- e) The Service Provider will be responsible for removal of the garbage and keeping the assigned premises clean.
- f) LDARD shall have the right to visit and inspect the kitchen without warning to the Service Provider. Any lapses regarding cleanliness, hygiene and quality of raw material used for cooking and food shall contribute to poor evaluation of the vendor.
- g) The Service Provider will bear cost of cleaning materials and will ensure use of quality cleaning materials.
- h) The Contractor's employees shall be provided with uniforms and name tags, which should be worn at times while displaying the name tag in a clear visible manner.
- i) The Contractor shall be ready and capable to provide Ad Hoc Catering Services for special Events and activities
- j) The Contractor is not entitled to sublet the premises to another contractor otherwise the contract will be terminated

10. EVALUATION AND SELECTION CRITERIA

LDARD has set selection criteria that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Criteria	Requirements
Pre-qualifying criteria	Bidders must submit all documents as outlined in paragraph 11 and (Table 1) below. Only bidders that comply with ALL these criteria will be evaluated on functionality
Functionality	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to be evaluated on Price and HDI'S.
Price	80
Specific Goals	20
Physical inspection on site	The preferred bidders who scored the highest points will be physically inspected on site to verify capability and resources to perform the contract.

The Evaluation Process entails the following phases:

Phase 1: Pre-qualifying criteria

Without limiting the generality of LDARD's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification.

11. EVALUATION CRITERIA

11.1 PRE-COMPLIANCE EVALUATION

Criteria	Requirements
Pre-compliance criteria.	The Service Provider must submit all documents as outlined below.
Preferential points for specific goals.	Bidders will be allocated preferential points for specific goals as per table 7.2.2 c.

The evaluation process entails the following:

Phase 1: Pre-Compliance evaluation

- i. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time.
- ii. The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:
 - a) Business registration including details of directorship and membership.
 - b) In the service of the state status.
 - c) Tax compliance status.
 - d) Identity number (s).
 - e) Tender defaulting and restriction status, and
 - f) Any additional and supplementary verification information communicated by National Treasury.

iii. REQUIRED DOCUMENTS

Misrepresentation of facts will render your bid non-responsive.

Documents that must be submitted	Non-submission will result in disqualification	Requirements
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document. In case of JV, both partners must submit/ be represented on the submission.
Pricing Schedule – SBD 3.2	YES	Complete and sign the supplied pro forma document. In case of JV, both partners must submit/ be represented on the submission.
Bidders Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3). In case of J/V bidders should complete separate SBD 4
Preference Point Claim Form – SBD 6.1	YES	Non-Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
Joint Ventures (J/V)	YES	Attach a valid JV agreement. Non-submission will lead to disqualification.

RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS

		In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS then open a JV bank account. With those documents they can then register the JV on CSD. The department will only make payment to a JV account. Bidders should complete 2 separate SBD 4 for each company
Certified copy of valid good standing with Workman Compensation Fund;	NO	The successful bidder will be required to comply with the requirements of Occupational Health and Safety Act, 85 of 1993. In case of JV, both partners must submit.
Completeness of the tender document.	YES	Bidders are required to complete the entire bid document without omission of pages and in the provided sequence. Supporting documents must be attached with list of indexes/ Annexures and in order of the indicated index sequence. The tender document to be fully completed in Black ink (not typed) .
Specification	YES	Must comply with the specification
Current works load declaration.	YES	Wrong declaration on current works and/ or if the bidder is in default, will lead to disqualification.
<ul style="list-style-type: none"> • Health certificate • Letter of acceptability from municipality 	YES	<p>a) Bidders are required to submit their health certificate (certified copy) at closing date.</p> <p>b) Bidders are required to submit their letter of acceptability from the municipality (certified copy) at closing date</p>
Pricing Schedule	YES	Submit full details of the pricing proposal

Criteria	Requirement
Tax compliance status	Must be compliant
SBD forms	Must be fully completed and signed by authorized persons in black ink
Business registration	Must be in business
Company registration with central supplier database (CSD)	Must be registered
In the service of the state status	Shareholders or directors must not be employed by state /government departments, municipalities, municipal entities, public entities and parastatals. If state employee, attach the approval from executive authority to do business with the state
Tender defaulting and restriction status	Must not be listed as defaulters and/or restricted
Health certificate	Must submit health certificate issued by Health Inspectors
Letter of acceptability from municipality	Must submit letter of acceptability issued by the Municipality

11.2 Phase 2: Evaluation in terms of Functionality

11.2.1 All bidders are required to respond to the evaluation criteria measuring functionality. Only Bidders that have met the Pre-Qualification Criteria in will be evaluated for functionality.

- a) Bidders will be evaluated out of **100 points** and are required to achieve minimum threshold of **80 points** in order to proceed to Price and HDI's evaluations. A bidder who scores less than **80 points** on functionality will be disqualified.

11.3 FUNCTIONALITY

	Criteria	FUNCTIONALITY	CRITERIA	VALUE	WEIGHT
a)	Bidders experience /Client list references & values	Catering Management Experience or Detailed experience of the bidder/company relating to similar work and track record (please attach appointment letters & orders and reference	No information or experience indicated/ or not relevant to Catering	0	25
Experience in Catering services from 1 – 24 months with total amount of the contract			1		

RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS

		letters to verify with contact details and values of the contracts)	Experience in Catering services from 25 – 48 months with total amount of the contract	2	
			Experience in Catering services from 49 – 60 months with total amount of the contract	3	
			Experience in Catering services from 61 - 72 months with total amount of the contract	4	
			Experience in Catering services from 72 months and above with total amount of the contract	5	
b)	PROVEN CAPACITY	Companies experience in executing high value contract (Catering Management Experience) -(Please attach appointment letters & orders and reference letters to verify with contact details and values of the contracts	Less than R500 000	0	25
			R500 001 – R1 000 000	1	
			R100 001 – R 4000 000	2	
			R 4000 001 – R6 00000	3	
			R 6000 001 – R8 000 000	4	
			Above R 8000 001	5	
c)	Financial Capacity	Bidders are required to submit of proof/evidence of financial capacity by providing <ul style="list-style-type: none"> • proof of overdraft facility in the name of business (Bank letter must be signed and not older than one month). NB [only overdraft amount will be considered on the letter], or • Proof of company capability to self-fund (i.e. stamped bank statement not older than one month). 	No submission of information or letter with no amount	0	20
			Less than R1 000 000	1	
			R1000 001 – R2000 000	2	
			R2000 001 – R3000 000	3	
			R3000 001 – R4000 000	4	
			R4000 001 and more	5	
d)	Key personnel	Verification of Professional Qualification and experience in food services for key staff,	Attach Certificates and CV of more than 1 Chefs and kitchen assistants	1	20

		which key staff shall be the Supervisor, the Chef. Relevant working experience for key staff will be of utmost importance. Therefore, attaching their Curriculum vitae is key; Certified copies of Certificates.	Attach Certificates and CV of more than 2 Chefs and kitchen assistants	2	
			Attach Certificates and CV of more than 3 Chefs and kitchen assistants	3	
			Attach Certificates and CV of more than 4 Chefs and kitchen assistants	4	
			Attach Certificates and CV of more than 5 Chefs and kitchen assistants	5	
e)	Locality	Proof of physical address Bidders must submit proof of residence from Local municipality or Traditional Authority (Utility bill) and Title Deed or Lease agreement or PTO- and any other proof of address)	Office of bidder outside the borders of Limpopo Province	0	10
			Office of bidder within borders of Limpopo Province	5	
		Total functionality			100

11.4 Phase 5: 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICE3S

- a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph 3.2.1 and 7.7 of the Reconstruction and Development Programme White Paper of 1994 and the Broad-Based Economic Empowerment Act, 2003.
- b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **above a Million** to be calculated as per the below table inclusive of all applicable taxes:

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of tender consideration

P_{min} = Rand value of lowest acceptable tender

- a. A maximum of **20 points** will be awarded in accordance with the table below:

NO	PREFERANTIAL GOALS	20 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	5	CSD and/ or copy of company registration report
2	Women Ownership > 51%	6	CSD Report
3	Persons with Disability Ownership >51%	3	CSD and Medical Certificate from recognized Medical Practitioner
4	Youth Ownership >51%	6	CSD Report
TOTAL POINTS		20	

- b. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c. **Only the tender with the highest number of points scored may be selected for an award.**

Step 4: Inspection of bidders on site

The inspection will be done physically on the bidder's premises as indicated in the bid document without prior notification. The Bidders will be inspected on the following:

- a) Physical structure or business where business activities takes place with proper signage
- b) Main business activities
- c) Relatedness of the main business activities to the bid under review
- d) Machinery/equipment (manufacturing facilities) used to produce the required product
- e) Payroll of the business to check number of employees employed by the business on temporary and full time basis
- f) Registration documents and accredited certificates
- g) Size of business

12 TERMINATION OF SERVICE

- a) In case of non-compliance of the above by the service rendered or dissatisfaction of the internal community in terms of the service rendered, the catering committee will investigate and value the complaints on which they will do the necessary recommendations or co-opt other parties for further inputs.

- b) The catering committee will discuss the outcome of the investigation / enquiry with the service rendered, recommending a period for improvement or correction.
- c) With non-compliance to the recommendation of the catering committee or other Co-opted party the termination of service will be recommended to the Supply Chain Management.
- d) Notice for termination of contract shall not be less than 3 months, applicable to both parties.

13. SPECIAL CONDITIONS OF THIS BID

13.1 The department reserves the right to:-

- a) To accept part of a tender rather than the whole tender.
- b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- c) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- d) The department reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format will invalidate your bid.

13.2 The successful service providers should always be in possession of a valid certificate of acceptability (Health Certificate) issued by a competent authority with jurisdiction in the area where the relevant services are provided.

13.3 The Service Provider will be responsible for removal of the garbage and keeping the assigned premises clean.

13.4 Contract period is for 3 years with annual revision based on performance.

14. SUBMISSION OF BID

Bidder is required to return the complete set of Documents, with all the required information supplied and complete in all respects. Bid must be made out on the original forms (not to be retyped) and must be completed fully in **black ink**.

15. CESSION

15.1 Cession of payments will only be permissible to a registered financial institution in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 or an approved credit provider in terms of the National Credit Act of 2005

15.2 Bidders who intend to cede their rights to payment to an institution as prescribed in 15.1 attach cession agreement with their bid proposal.

16. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The departmental official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:
 - (a) Take action in terms of its delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

17. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

17.1 The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

17.2 VAT vendors must calculate VAT at 15% VAT.

18. NEGOTIATIONS

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

19. SITE INSPECTION

- 19.1 As part of the evaluation process of this bid, the Department will conduct site inspections of premises of all high scoring bidders who have submitted bids, and
- 19.2 The purpose of the site inspections is to confirm validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

20. COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -

- 20.1 Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 20.2 Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- 20.3 All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 20.4 Bid document should be returned in the provided sequence. Attachments must be inline with the index sequence of the bidder.
- 20.5 Bidders must ensure that there are no missing or duplicated pages. LDARD shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- 20.6 Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.

20.7 Completed bid document with supporting documents shall be packaged, bound, sealed, marked, and submitted strictly as stipulated in this bid document.

21. LANGUAGE GOVERNANCE

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.

ANNEXURE B

SPECIFICATION 2 FOR DEPARTMENTAL STAFF (SPECIAL MENU)

BREAKFAST	LUNCH
Tea / Coffee with powdered milk Sandwiches Medium Muffins/Scones(two) Cornflakes Fresh Milk Breakfast Amount:	Pap / Rice Roasted chicken Beef Stew 2 Salads 2 Veggies Gravy Drinks 340ml / 500ml bottled still water/100% Juice
BREAK TEA (10h00) (Midmorning)	
Tea / Coffee with powdered milk and 100% Biscuits / Sandwiches 500ml bottled still water	
BREAK TEA (AFTERNOON)	DINNER
Tea /Coffee with powdered milk/Juice Biscuits 500ml bottled still water	Pap / Rice Roasted Chicken Beef Stew 2 Salads 2 Veggies Juice (fruit pulp mixed with water 250ml)

Note: Prices must be divided into 3 meals i.e. Breakfast, Lunch and Dinner for all the Menus, i.e.

Breakfast R_____

Lunch R_____

Supper R_____

BREAK TEA (10h00) (Midmorning R_____

BREAK TEA (AFTERNOON) R_____

Total Estimated Pricing Per Person Per Day: R_____

ANNEXURE C

TUCKSHOP SPECIFICATON

FOOD ITEM	SPECIFICATION	SIZE/ DESCRIPTION
Sausage roll	Min 60g mince	150g
Chicken	Min 70g meat	150g
Fish / Chicken / beef	Min 60g mince, fried onions, tomato, lettuce, with chutney / mustard / mayonnaise Cheese: cheddar or Gouda	
Eggs:	In trays Of 18/30 eggs	
Gravies / Sauces:	Commercially produced, Atchaar, Chakalaka, tomato & onion	Client's preference
Bread:	Brown or whole wheat: Fresh or toasted	2 slices:95x90x5mm
Fresh fruits French salad	Medium sized apples, pears, bananas, oranges. Grapes, other fruits in seasons	Medium size fruit
	Fruit salad: paw-paw, pineapple, banana, grapes, apple, orange / juice	250ml
Fresh Salad	Beetroot, grated with vinegar Cole slaw, grated with low fat mayonnaise	Min 125ml Min 125ml

Milk based Products:		
Milk	Fresh milk:: full cream; 2% fat	Client's preference
Yogurt	Low fat flavoured, variety	250ml
	Drinking yogurt, variety	250-350ml
Ice cream	Full cream, variety- commercial	Individual packed
	Sorbet, variety – commercially	
Drinks:	Juice	
Cold drinks	Commercial soda- variety	Can, 500ml bottle, 1,5L

	Tea: Rooibos, Ordinary	
Additional snack item	Peanuts & raisins	All items vacuum packed or commercially individually packed
	Variety sweets & chocolates	
	Variety corn snacks	
	Variety potato chips	
	Variety biscuits	
	Variety preserved / dried fruit	

Toiletries: Expected items to be kept

ITEM	SPECIFICATION
Toilet paper	Commercial individual packaging, small sizes of single items
Toothpaste	
Toilet soap	
Disposable razors	
Hair shampoo	
Deodorant	
Sanitary pads	
Tissues	
Petroleum jelly	
Body lotion	
Face cloths	
Cotton wool	
Tooth brushes	
Hair comb / brushes	
Safety pins	

The service provider can add other items as per need of client. Daily newspapers and magazines according to preference of client.

RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI
SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS

SPECIFICATION FOR CATERING SERVICES FOR MADZIVHANDILA & TOMPI SELEKA COLLEGES OF AGRICULTURE

SPECIFICATION 1 (For Farmers and Learners)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<p>Breakfast Bread (white/brown) 4 slices with Jam/Margarine, Tea with fresh milk or mixed Juice(squash) One large Egg(boiled) 250g of Soft porridge (maize), with Fresh milk, One standard/ Medium fruit (depend On season)</p>	<p>Breakfast Toasted bread/ sandwich 4 slice (cheese, polony ,tomato,Lettuce) coffee Tea with freshmilk/ Juice ,cereals,one scones One standard/Medium fruit</p>	<p>Breakfast Bread (white/ brown); 4 slices Russian &baked beans, Tea with fresh milk/ Juice Soft porridge (maize) One fruit One muffin /scones</p>	<p>Breakfast Bread (white /brown) 4 slices/3 magwinya Margarine/Jam/cheese&polony. Tea /coffee with fresh milk/ Juice Weetbix/ brown soft Porridge with Fresh milk One standard/Medium fruit</p>	<p>Breakfast Bread (white/brown)) 4 slices Srambed eggs,baked beans Peanut butter/Jam Tea with fresh milk/ Juice,Soft porridge (maize); Fresh milk One standard or Medium fruit</p>	<p>Breakfast 4 slices of sandwich (cheese, polonie Tomatoes ,lettuce coffee Tea with fresh milk/ Juice cereals One fruit One muffin /scones</p>	<p>Breakfast Bread (brown/white) 4 slices Russian & Scrambled eggs coffee Tea with fresh milk/ Juice One fruit Cereals One muffin/scones</p>
<p>Lunch Pap/ Rice Grilled chicken 2 medium size portions Gravy, Chakalaka 50% Concentrated Juice (fruit squash) 330ml</p>	<p>Lunch Rice &Creamy samp Chicken Stew,2 pieces butternut, Vinegar Beetroot 1 vegetable 50% concentrated Juice 330ml</p>	<p>Lunch Rice/Porridge Roasted Chicken/ Beef Portions 2 piece, Gravy; 1 Salad , 1 Vegetable, Assorted Soft drinks & 100% juice 330ml</p>	<p>Lunch Spaghetti/Macaroni Mince/meat balls 150g / chickens stew 2 pieces Beetroot –chutney, coleslaw & chakalaka 50% Concentrated Juice (squash) 330ml</p>	<p>Lunch Burger roll, beef & chicken Patties, chips/potato Wedges 150g lettuce , cheese, tomato and burger sauce. 50% Concentrated Juice (squash) 330ml</p>	<p>Lunch 4 slices of bread Fish (hake) (150g) Chips with Sauce, green salad. 330ml assorted Soft drinks &100% juice</p>	<p>Lunch Pap / Rice Deep fried Chicken 2 medium size pieces Gravy,3 bean salad Butternut, Beetroot 330ml assorted soft drinks &100% juice 330ml. Dessert Pudding</p>

RENDERING OF CATERING SERVICES (LEASING OF KITCHEN AND TUCK SHOP) AT MADZIVHANDILA AND TOMPI SELEKA COLLEGE OF AGRICULTURE FOR A PERIOD OF THREE (3) YEARS

Dinner Pap/Rice 2 portions of Roasted chicken/Stew Beef Salad (one)Gravy 50% Concentrated Juice (squash)330ml	Dinner Brown pap / White pap, Malamogodu/ Chicken Liver 250g, cabbage (with chicken as alternative), 50% Concentrated Juice (squash) 330ml	Dinner Pap / Rice Chicken 2 piece /Beef steak 250g Three bean salad Salsa & gravy Assorted Soft drinks. & 100% juice 330ml	Dinner Pap / Rice 2 Hake /Tin fish /chicken 2piece Green salad & Chakalaka /Soup 50% Concentrated Juice (squash) 330ml	Dinner White Pap / Brown pap Chicken feet 250g/cow Trotter 250g /gizzards (With chicken as alternative) One salad 50% Concentrated Juice (squash) 330ml	Dinner Pap /Rice 2 portions of roasted. Chicken /beef stew Potatoes Gravy, one salad Assorted Soft drinks. 330ml &100%juice 330ml	Dinner Pap/ Rice, Grilled wors/ deep Fried chicken 2 pieces, 2 vegetables, 2salads, Gravy, Assorted Soft drinks 330ml & 100% juice. 330ml Dessert Custard &jelly/ canned fruit with ice cream.
Tomato Sauce; chillie Sauce , Acthaar , Mayonnaise, salt, vinegar White/Brown Sugar (to be on the table during every meal)						
Breakfast	R	R	R	R	R	R
Lunch	R	R	R	R	R	R
Dinner	R	R	R	R	R	R
Total	R	R	R	R	R	R
VAT	R	R	R	R	R	R
TOTAL INCLUSIVE OF VAT	R	R	R	R	R	R

TOTAL FOR:

7 DAYS
MONTHLY
12 MONTHS
3 YEARS

R _____
R _____
R _____
R _____

SPECIFICATION 2 FOR DEPARTMENTAL STAFF (SPECIAL MENU)

	PRICING	VAT	PRICE INCLUSIVE VAT
BREAKFAST Tea / Coffee with fresh milk Sandwiches Medium Muffins/Scones(two) Yoghurt 100ml Cornflakes 1x standard fruit Fresh Milk 200ml			
BREAK TEA (Morning tea) Tea / Coffee with fresh milk and 100%Juice Biscuits / Sandwiches 500ml bottled still water			
LUNCH Pap / Rice Roasted chicken Beef Stew 2 Salads 2 Veggies Gravy Drinks 330ml / 500ml bottled still water/100			
DESSERT Fruit cocktail/Ice cream			
BREAK TEA (AFTERNOON) Tea /Coffee with fresh milk/Juice Biscuits 500ml bottled still water			
DINNER Pap / Rice Roasted Chicken Beef Stew 2 Salads 2 Veggies Drinks 330ml / 500ml bottled still water/100			
DESSERT Fruit cocktail/Ice cream			
ESTIMATED PRICE PER DAY WITHOUT			
VAT			
DAILY RATE (VAT INCLUSIVE)			

Annexure A
GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)