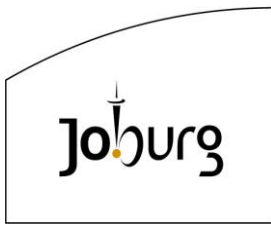


APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

5. Section 3

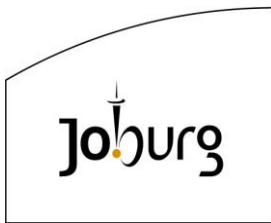
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6.1	Technical data, omissions, variations and company details.	
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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG

BID NUMBER:	CoJ/G FIN001 /21-22	CLOSING DATE:	09 May 2022	CLOSING TIME:	10:30AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

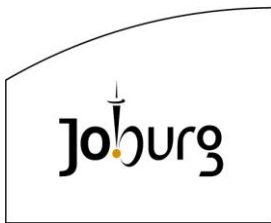
GROUND FLOOR, METROPOLITAN CENTRE
158 CIVIC BOULEVARD
BRAAMFONTEIN, JOHANNESBURG.

COMPULSORY BRIEFING SESSION

NA

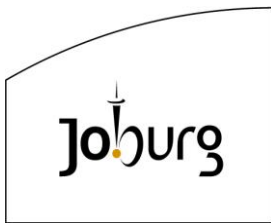
SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	



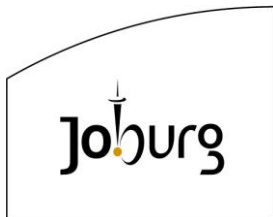
APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN :		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

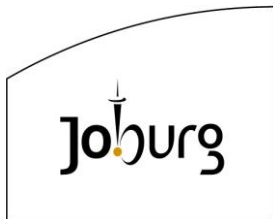
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	Moses Mokebe
CONTACT PERSON	Moses Mokebe	TELEPHONE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	MosesMoke@joburg.org.za.
E-MAIL ADDRESS	MosesMoke@joburg.org.za.		



CoJ/GFIN001/21-22

APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**CITY OF JOHANNESBURG****Proposals are invited for:**

PROPOSAL	DESCRIPTION	COMPULSORY BRIEFING SESSION DATE & TIME	COMPULSORY BRIEFING SESSION VENUE	TECHNICAL ENQUIRIES	TENDER DOCUMENT	CLOSING DATE & TIME	EVALUATION CRITERIA
CoJ/GFIN001/21-22	Appointment of service provider(s) for the supply, delivery and off- loading of food and beverages for the City of Johannesburg for a period of 3 years on an as and when basis.	N/A	N/A	Moses Mokebe Email: MosesMokebe@joburg.org.za .	Can be Downloaded for free from: www.joburg.org.za Downloaded for free from www.etenders.gov.za	09 May 2022	80/20 POINT SYSTEM Pre-qualification criteria: Only Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) in terms of Regulation 4. (1) (a) Level 1 B-BBEE level of contributor and (b) an EME or QSE. will be considered for this tender in line with the PPPFA Regulations of 2017.



CoJ/GFIN001/21-22

APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

- Bids will be evaluated in terms of the above **stipulated** preference point system in line with Preferential Procurement Regulations 2017.
- Bidders are required to, together with their Bids/Proposals submit original and valid **BBB-EE** Status Level Verification Certificates or certified copies thereof to substantiate their **BBB-EE** rating claims. Bidders who do not submit their **BBB-EE** Status Level Verification Certificates **will not be** disqualified from the bidding process however they will score zero (0) out of maximum points allocated respectively for **BBB-EE**.
- **Copies of the abovementioned Bids/Proposal will be available from 08 APRIL 2022 and can be downloaded on the National Treasury website at www.etenders.gov.za or from the City of Johannesburg's website as www.joburg.org.za →tender documents**
- ***BID/PROPOSAL SUBMISSIONS MUST BE IN THE ORIGINAL, AND MUST INCLUDE ALL INFORMATION AS REQUESTED IN THE BID/PROPOSAL DOCUMENT***
- Sealed Bids/Proposals marked with the Bid/Proposal number and addressed to the Municipal Manager, City of Johannesburg must be deposited in to tender box at the main entrance, ground floor, Main Administration Building, Metropolitan Centre, 158 Civic Boulevard, Braamfontein not later than 10:30am on the closing date stated above.
- **ANY BID/PROPOSAL RECEIVED AFTER 10:30 AM WILL NOT BE ACCEPTED.**
- The prescribed reading of Bidders names will commence in public in the vestibule (Main Entrance) Ground Floor Main Admin Building, Metropolitan Centre.
- **NO TELEGRAPHIC, TELEPHONIC, E-MAIL AND FACSIMILE BIDS/PROPOSALS WILL BE ACCEPTED**
- **In response to the Covid-19 principles of social distancing, The Tender Box is located on the walkthrough section of the Building and as such bidders do not require to enter the Main building to submit their Bids in the Tenders Box.**
- **Should Bidders wish to enter the main building, they shall do so only after complying with the City's Covid-19 measures, i.e. (temperature reading, sanitization, screening etc.)**
- In keeping with the requirement for social and physical distancing, and to avoid congestion, bidders or their representatives will be required to queue, one Metre apart, and wait for the turn to deposit bid documents. Due to the foregoing requirement, bidders or their representatives may experience delays and should therefore plan and give themselves sufficient time to submit bids, in order to avoid missing the stipulated bid closing times. The City will not be liable for failure to deposit bids within the stipulated times, even if the bidders or their representatives were already on the queue before closing time.

NB: It is the prospective bidders' responsibility to obtain documents in time so as to ensure responses reach the City of Johannesburg timeously.

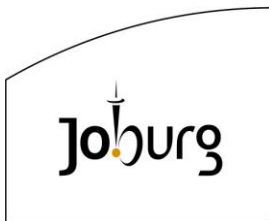
- **The City of Johannesburg reserves the right to cancel or withdraw any item published on this day.**

CITY MANAGER

ADVERT NO

ADVERTISE IN:

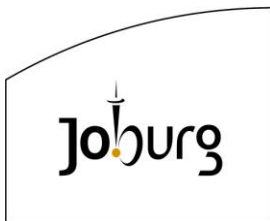
The Citizen
The Sowetan
The Business Day
The Beeld



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

BUSINESS STRUCTURE	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
If individual	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	
Telephone	

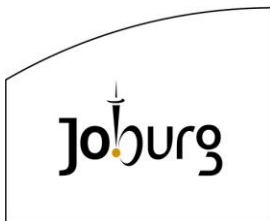
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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

Facsimile/Email address	
COMPANY	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	
If Joint Venture	
Name of Bidder	
Contact Person	
Registration number	

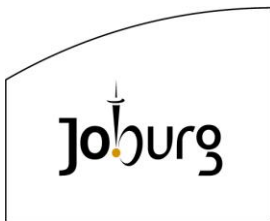
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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
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Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	
If consortium	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	

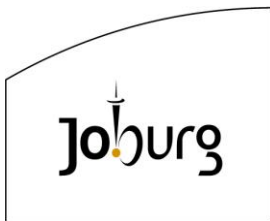
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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

If subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	
If other	
Name of Bidder	
Contact Person	
Registration number	

Initial



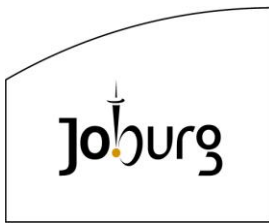
**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
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Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	

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Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

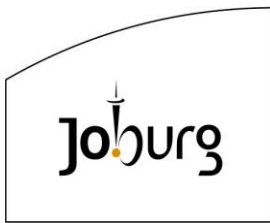
JOINT VENTURE CERTIFICATE

We, the undersigned member firms in the Joint Venture _____ [Name of the Joint Venture], hereby authorize Mr./Ms. _____ to sign this bid document as well as any contract resulting from this Bid number _____ and any other documents and correspondence in connection with this Bid and / or contract for and on behalf of the Joint Venture.

NAME OF THE FIRM	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

NOTE: Copy of the Joint Venture Agreement must be attached to this Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation responsibilities.

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
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JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

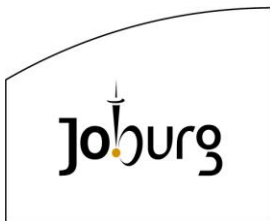
CONSORTIUM CERTIFICATE

We, the undersigned consortium partners, hereby
authorize _____ [Name of entity] to act as lead consortium partner and
further authorize Mr./Ms. _____ to sign this offer as well as any
contract resulting from this Bid number _____ and any other documents
and correspondence in connection with this Bid
and / or contract for and on behalf of the consortium.

CONSORTIUM PARTNER	FULL NAME OF CONSORTIUM MEMBER	PARTICIPATION %	SIGNATURE

NOTE: Copy of the Consortium Agreement must be attached to this Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium.

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

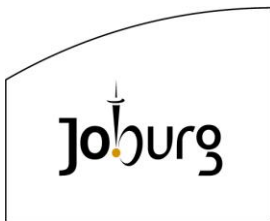
SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertakes to subcontract _____% of the total bidding value to the below subcontractor/s.

<i>NAME OF SUBCONTRACTOR</i>	<i>CONTACT MEMBER OF THE SUB CONTRACTOR</i>	<i>% TO BE SUBCONTRACTED</i>	<i>% TO BE SUBCONTRACTED TO OWN SUBSIDIARIES</i>	<i>SIGNATURE</i>

NOTE: Copy of the Subcontract Agreement must be attached indicating the allocation of responsibilities of each subcontractor. Subcontracting of the work to the bidder's own subsidiaries must be declared.

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as

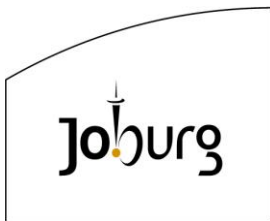
_____ hereby authorize Mr/Ms _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

<i>NAME OF PARTNER</i>	<i>IDENTITY NO.</i>	<i>SIGNATURE</i>

NOTE: Copy of the Partnership Agreement must be attached to this Partnership indicating the allocation of responsibilities of each firm partner to the Partnership.

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

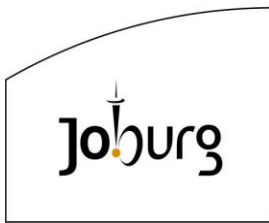
PART B

1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this Bid. **THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.**

- 1.1 The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2 The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "**N/A.**"
- 1.3 Bid documents must be sealed when submitted. The submission must be at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than the manner described in this paragraph.
- 1.4 Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be commissioned as the true copy of the original in terms of the relevant laws.
- 1.5 Documents requested [including those under "returnable documents" under specifications/terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.
- 1.6 Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7 Briefing session must be attended if compulsory. If not, the municipality highly recommends that they be attended.
- 1.8 **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex allowed. In addition,**

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.

1.9 In the event that the bidder:

1.9.1 fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/ its bid may be rejected due to non-compliance or being invalid.

1.9.2 is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated.

1.9.3 **or any of its directors or those of the subcontractor or partner:**

1.9.3.1 owe municipal charges and is in arrears for more than three months,

1.9.3.2 had during the last five years failed to perform satisfactory on previous contract with municipality or municipal entity or organ of the state after written notice given to perform satisfactorily;

1.9.3.3 abused the supply chain management of the municipality or municipal entity or committed an improper conduct; and

1.9.3.4 has been listed in the register of tender defaulters, and

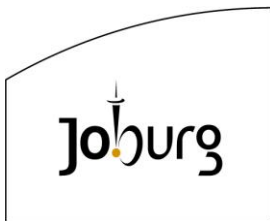
1.9.3.5 if you are in the service of the state.

THE BID MAY BE REJECTED

1.10 Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and condition of the bid, shall not prevent the municipality from taking any steps available in law in addition to the remedies taken because of none compliance or breach.

1.11 **Failure to take note of the advises and recommendations made under this important notice, it shall be at his/her/its own risk.**

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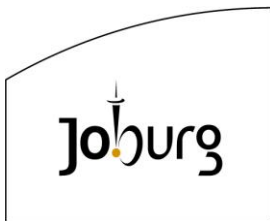
APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

1.12 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a ☐)" or "Do not comply/Do not accept (with an X)" where required in this bid document. Where necessary, the bidder shall substantiate their response to a specific question.

2 CONDITIONS OF BID

- 2.1 The bidder must read the specifications/Terms of Reference, important notice, the conditions of the bid, the general conditions diligently. It is advised that the bidder takes relevant advice on all the matters relating to the bid and any relevant legislation that impacts on public procurement – ignorance is and will not be an excuse.
- 2.2 Bid documents must be collected at the stipulated address, date and time as advertised. Or be downloaded from the appropriate internet address.
- 2.3 No bid will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
- 2.4 The bid terms and conditions remain binding to the bidder for the duration of the validity period or any other extended period.
- 2.5 A consideration of this bid is subject to the preferential laws and policies including those relating to BBEE, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended, local content, subcontracting and commissioning of documents. Specifically, and not solely:
- 2.5.1 relating to economic transformation;
- 2.5.2 that the tender may not necessarily be awarded to the bidder with the highest point;
- 2.5.3 about price scoring on **90/10** or **80/20**;

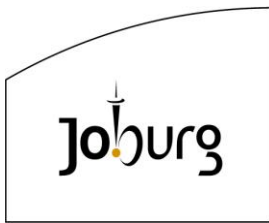
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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

- 2.5.4 about historically disadvantaged individuals [HDI] South African citizens. That a person who obtains SA citizenship after the Interim Constitution came into effect is **NOT** considered an HDI; and
- 2.5.5 Subcontracting and local content.
- 2.5.5.1 Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- 2.6 The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated
- 2.7 Bid documents will be opened after the closing time and all bidders and their prices published in the municipality's website
- 2.8 Negotiations will only be conducted with selected bidder/s.
- 2.9 The bid award shall be published in the municipal websites.
- 2.10 An award may be made to more than one bidder.
- 2.11 If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.12 The specifications are the copyright of the municipality.
- 2.13 The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.14 Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next best bidder.
- 2.15 Any material submitted by the bidder which it considers confidential must be marked as such by the bidder.
- 2.16 Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution. Such resolution to be made within 60 days of referral.

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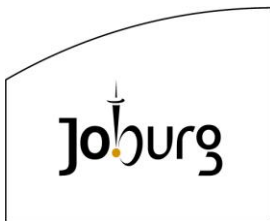
2.17 The tender may be divisible and be awarded to more than one bidder.

3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]

- 3.1 Bidders must ensure compliance with their tax obligations.
- 3.2 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.
- 3.3 Application for the tax compliance certificate (TCC) 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.
- 3.4 Foreign suppliers must complete the pre-award questionnaire in 3.7 below.
- 3.5 Bidders may also submit a printed TCC certificate together with the Bid. .In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / pin / and CSD number.
- 3.6 Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3.7 If the answer is "no" to all of the below, 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 3.3 above.

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

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4. TAX MATTERS

It is a condition of bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations as at the the date of award. The annexure must be read in conjunction with the important notice.

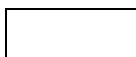
- 4.1 The bidder must submit the tax compliance status PIN/ CSD in order to enable verification of the tax status of the bidder.
- 4.2 The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3 The tax affairs of the bidder, as at the date of award, must be tax compliant.
- 4.4 Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia/Joint Ventures /Sub - contractor.

Signature

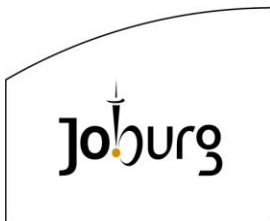
Date

Capacity

Name of Bidder



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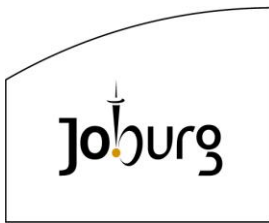
5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- a) 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.
- b) The General Conditions of Contract will form part of all bid documents and may not be amended.
- c) 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.
- d) Wherever the following words appear, they will have interchangeable meaning: “purchaser” refers to the “municipality” and “supplier” refers to the “bidder”.

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

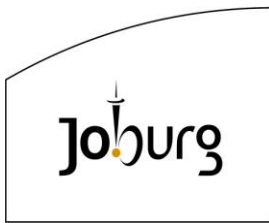
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- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced 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.

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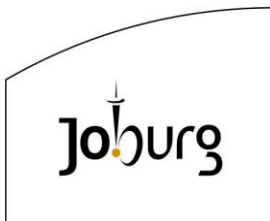
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- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of 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

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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 Invitations to bid are, in addition to the purchaser's website and/or newspapers, are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

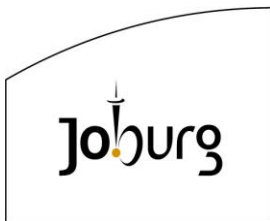
4. Standards

- 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.

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- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

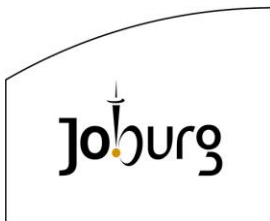
6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in

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the form provided in the bidding documents or another form acceptable to the purchaser; or

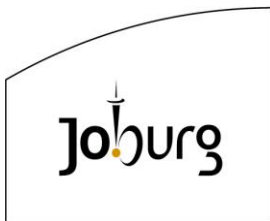
(b) a cashier's or certified cheque

- 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 analysis

- 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 purchaser or an 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 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.

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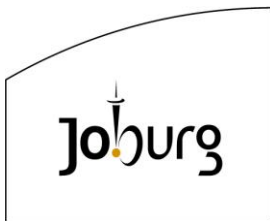
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- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, 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.

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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:

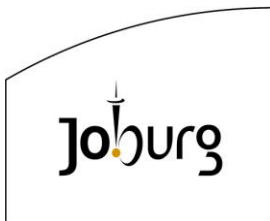
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(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

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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:

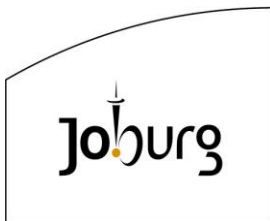
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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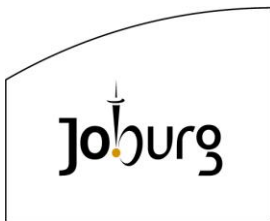
omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 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.

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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.

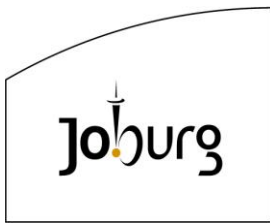
20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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

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of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).

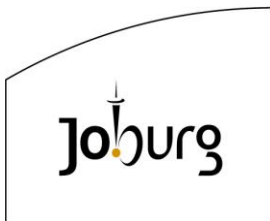
As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 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

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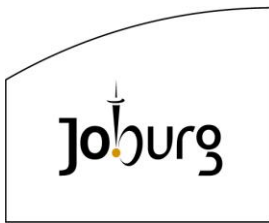
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unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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; 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.

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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.

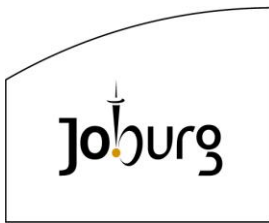
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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 antidumping 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

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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*

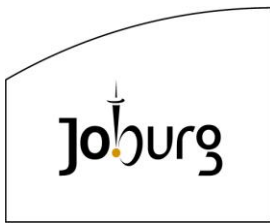
25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result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

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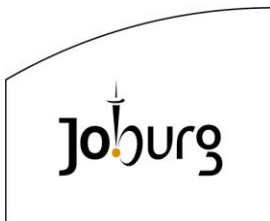


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27. Settlement of Disputes

- 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.
- 28.1 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.

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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.

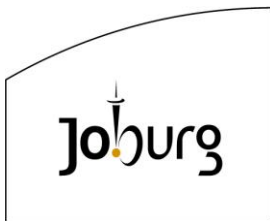
32. Taxes and duties

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 awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

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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.

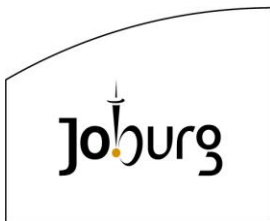
34. Prohibition of Restrictive practices

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.

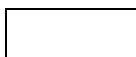
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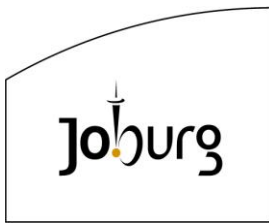
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SECTION 1

1.1	RETURNABLE DOCUMENTS All proposals must be submitted with the following returnable documents [make a tick]:	Attached
1.1.1	Proof of company registration Company registration (CK).	
1.1.2	Valid B-BBEE accreditation certificate or certified copy issued by verification agencies accredited by SANAS; affidavit issued by SAPS or Independent Commissioner of Oath	
1.1.3	Valid one-time pin (OTP) for tender issued by South African Revenue Services (SARS). In case of a Joint venture, each Joint Venture member should submit own OTP	
1.1.4	1.1.4.1 Municipal rates and taxes for company and all directors, for all addressed listed on CSD, not older than three (3) months and not in arrears for more than 90 days, or 1.1.4.2 An affidavit, stating the following: • Address of property. • If you are the owner or lessee, if you are the owner, attached municipal rates and taxes. If you are the lessee, attach lease agreement of affidavit from owner. 1.1.4.3 If municipals accounts are in arrears for more than 90 days, bidder must provide proof of acknowledgement of debt signed by the relevant Municipal Revenue Department.	
1.1.5	Completed and signed MBD forms.	



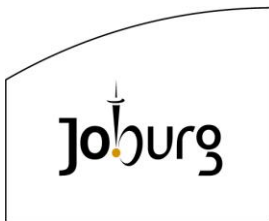
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1.1.6	Completed and signed form of bid.	
1.1.7	Completed and signed declaration of State of Municipal Account	
1.1.8	Proof of registration on the National Treasury Central Supplier Database or copy of CSD report or M-AAA number.	
1.1.9	Joint Venture agreement, where applicable	
1.1.10	Completed and signed City of Johannesburg pricing schedule for items bidding for.	
1.1.11	Audited Financial Statements for the past three (3) years, if bidders are not required by law to submit audited financials, Independently Reviewed Financial Statements for the past three years must be submitted or for such a period from the date of incorporation for entities that have been in existence for less than 3 years.	
1.2	PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT	
1.2.1	Only Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) in terms of Regulation 4. (1) (a) and (b) will be considered for this tender in line with the PPPFA Regulations of 2017. 4. (1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond –	

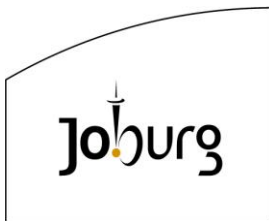
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	(a) Level 1 B-BBEE level of contributor (b) an EME or QSE. A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents will be disqualified from further evaluation “EME” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act. “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.	
1.3	DISQUALIFYING CRITERIA Failure to provide the below documents will invalidate the bid offer and it will be considered non-responsive	
1.3.1	Failure to complete and sign the form of offer.	
1.3.2	Failure to quote for all items in the category bidder for	
1.3.3	Failure to attach a letter confirming errors or alteration in the price schedule.	
1.4	CONDITIONS OF AWARD Notwithstanding the suppliers’ proposal being recommended for award, an award shall not be made to a supplier whose:	

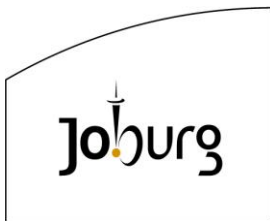
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1.4.1	A supplier's tax matters are not in order, as confirmed in terms of the National Treasury's Centralised Supplier Database (CSD) and the SARS.	
1.4.2	Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 90 days and there are no arrangements made with the relevant Municipality.	
1.4.3	Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.	
1.4.4	Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers	
1.4.5	A supplier fails to submit Audited Financial Statements for the past three (3) years, if bidders are not required by law to submit audited financials, Independently Reviewed Financial Statements for the past three years must be submitted or such a period from the date of incorporation for entities that have been in existence for less than 3 years.	
1.4.6	A supplier fails to provide documentary evidence of compliance to SANS, issued by an accredited certification body.	

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1. BACKGROUND

The City of Johannesburg, through its employees, conducts business daily with its customers, suppliers, and communities as well as with the state and other authorities. During these interactions the core and regional departments require various resources and tools to be able to fulfil their functions.

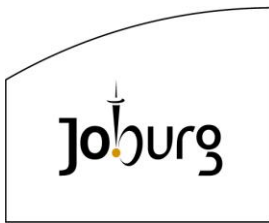
It is the responsibility of Group Strategic Supply Chain Management (GSSCM) to support these core and regional departments by assisting with the replenishment of inventories and procurement of services and goods. The replenishment of these consumable is managed by the GSSCM through their inventory management system.

2. BID OBJECTIVE

The GSSCM within the City of Johannesburg hereby requests offer from suitably qualified suppliers to be appointed in terms of a contract to supply, deliver, and off-load food and beverages as and when required. A list of the current food and beverages stock items held by the GSSCM Stores is provided below in the scope of work

The list is managed through an inventory management system on SAP/R3 and gets updated accordingly as and when required by user departments as communicated by the city. The City of Johannesburg through this process aims to appoint various service providers to supply, deliver and off-load the food and beverages to the user departments, via the City's stores.

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3. SCOPE OF WORK

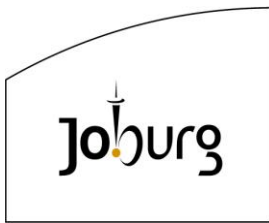
To supply, deliver and off-load as and when required various food and beverages over a three (3) year contract period.

The service provider will also be responsible for ensuring that, prior to delivery to the Department, food and beverages are handled, transported, and stored in an appropriate manner, which does not compromise the quality and safety thereof and is compliant with all relevant legislation.

The bidder may quote for one or more of the following items:

ITEM NO.	MATERIAL DESCRIPTION	UNIT OF MEASURE
	CATEGORY A	
1	Carbonated Soft Drink Cola 300ml	24 cans per case
2	Carbonated Soft Drink Sugar Free Cola 300ml	24 cans per case
3	Carbonated Soft Drink Orange 300ml	24 cans per case
4	Carbonated Soft Drink Grape 300ml	24 cans per case
5	Carbonated Soft Drink Pine Nut 300ml	24 cans per case
6	Carbonated Soft Drink Cream Soda 300ml	24 cans per case
7	Carbonated Soft Drink Granadilla 300ml	24 cans per case
8	Carbonated Soft Drink Iron Brew 300ml	24 cans per case
9	Carbonated Soft Drink Spar-Berry 300ml	24 cans per case
10	Carbonated Soft Drink Lemon Lime 300ml	24 cans per case
11	Carbonated Soft Drink Sugar Free Lemon Lime 300ml	24 cans per case
12	Carbonated Soft Drink Lemon 300ml	24 cans per case
13	Carbonated Soft Drink Dry Lemon 300ml	24 cans per case
14	Carbonated Soft Drink Ginger 300ml	24 cans per case
15	Carbonated Soft Drink Diet Cola 300ml	24 cans per case
	CATEGORY B	
1	Lemonade 200ml	24 cans per case

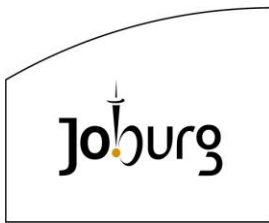
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2	Sodawater 200ml	24 cans per case
3	Dry Lemon 200ml	24 cans per case
4	Ginger Ale 200ml	24 cans per case
5	Tonic Water 200ml	24 cans per case
	CATEGORY C	
1	Apple Sparkling Fruit Juice 330ml	24 cans per case
2	Grape Sparkling Fruit Juice Red 330ml	24 cans per case
3	Grape Sparkling Fruit Juice White 330ml	24 cans per case
	CATEGORY D	
1	Fruit Juice Assorted 100% 330ml	24 cans per case
2	Ice-Tea 330ml	24 cans per case
3	Assorted Fruit Nectar Juice 40% 5 Litre	5lt box
	CATEGORY E	
1	Water Still 500ml	24 bottles per case
2	Water Sparkling 500ml	24 bottles per case
3	Water Sparkling Flavoured Assorted 500ml	24 bottles per case
4	Water Distilled 5lt	5lt bottle
	CATEGORY F	
1	Biscuit Assorted 2kg	Pack
2	Biscuit - Short bread 200 gram	Pack
3	Biscuit – Crunchy creamy chocolate 200 gram	Pack
4	Biscuit – Salted savoury 400 gram	Pack
5	Biscuit – Vanilla Flavour 200 gram	Pack
6	Biscuit – Desiccated Coconut 200 gram	Pack
	CATEGORY G	
1	Tea – 500 gram 200 per pack	Pack
2	Tea - ROOIBOS 80 per pack	Pack

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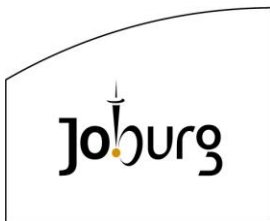
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	CATEGORY H	
1	Coffee - 100% freeze dry instant 1kg	Can
2	Coffee – Percolated Chicory 750 gram	Can
3	Coffee - Percolated Chicory Decaffeinated 750 gram	Can
4	Coffee – 100% freeze dry instant original jar 200 gram	Each
5	Chocolate flavoured malted power 1kg	Can
	CATEGORY I	
1	Milk long life - full cream 1lt	Each
2	Milk long life - low fat 1lt	Each
3	Milk long life - fat free 1lt	Each
4	Milk powder - 1kg	Each
	CATEGORY J	
1	Sugar white 2.5kg	Pack
2	Sugar brown 2kg	Pack
3	Sugar – artificial sweetener 500	Pack
	CATEGORY K	
1	Chips - Potato chips assorted 125 grams	Pack
2	Peanuts - SALTED 450 grams	Pack
3	Peanuts - PEANUTS & RAISINS 450gram	Pack
4	Dried fruit - 500 gram	Pack
5	Sweets - Original candy-coated soft mints - 60 per pack	Pack

4. DELIVERABLES

The supply, delivery and off-loading of cleaning material and chemicals in accordance with agreed terms and conditions of the established contract. The delivery periods should be within seventy-two (72) hours once orders are placed with contracted services providers. Lead times are to be incorporated into the replenishment of food

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and beverages and taking into account the delivery period and general availability of these cleaning material and chemicals in the market.

5. DURATION OF CONTRACT

The duration of the contract is three (3) years from the appointment date.

6. REQUIREMENTS

The successful service providers must supply, deliver, and off-load food and beverages of good quality and adhere to stipulated specifications for each item to be procured. Where South African National Standards (SANS) are applicable to the product, bidders must adhere to the stipulated specifications for that specific item. Documentary evidence of compliance to SANS issued by an accredited certification body, will be requested from shortlisted bidders.

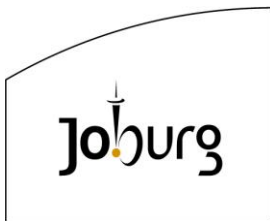
The shelf life (expiration and best before period) should be within four (4) to six (6) months after date of delivery, non-compliance would result in rejection of the goods.

Delivery of these food and beverage products at the City's stores should be done within the specified delivery period from the time of ordering, as specified in the Service Level Agreement (SLA) entered between the contracted suppliers and the City.

7. EVALUATION CRITERIA

Bids will initially be evaluated on the Pre-qualification Criteria and further be evaluated in terms of price competitiveness and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system. Maximum 80 points will be awarded for price and 20 points for B-BBEE level of contribution.

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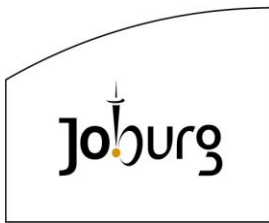
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The table below indicates points allocated for B-BBEE level of contribution as indicated above:

Allocation of 20 points based on the B-BBEE status as follows:

Price		80
B-BBEE status level	Number of points	
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non – compliant contributor	0	
Total		100

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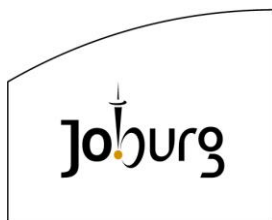


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PRICING SCHEDULE

ITEM NO.	MATERIAL DESCRIPTION	UNIT OF MEASURE	If quoting equivalent, name the product	PRICE OF EACH
	CATEGORY A			
1	Carbonated Soft Drink Cola 300ml	24 cans per case		R /case
2	Carbonated Soft Drink Sugar Free Cola 300ml	24 cans per case		R /case
3	Carbonated Soft Drink Orange 300ml	24 cans per case		R /case
4	Carbonated Soft Drink Grape 300ml	24 cans per case		R /case
5	Carbonated Soft Drink Pine Nut 300ml	24 cans per case		R /case
6	Carbonated Soft Drink Cream Soda 300ml	24 cans per case		R /case
7	Carbonated Soft Drink Granadilla 300ml	24 cans per case		R /case
8	Carbonated Soft Drink Iron Brew 300ml	24 cans per case		R /case
9	Carbonated Soft Drink Spar-Berry 300ml	24 cans per case		R /case
10	Carbonated Soft Drink Lemon Lime 300ml	24 cans per case		R /case
11	Carbonated Soft Drink Sugar Free Lemon Lime 300ml	24 cans per case		R /case
12	Carbonated Soft Drink Lemon 300ml	24 cans per case		R /case
13	Carbonated Soft Drink Dry Lemon 300ml	24 cans per case		R /case
14	Carbonated Soft Drink Ginger 300ml	24 cans per case		R /case
15	Carbonated Soft Drink Diet Cola 300ml	24 cans per case		R /case
	CATEGORY B			

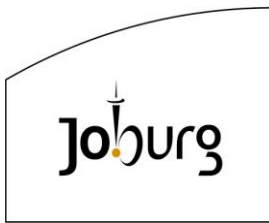
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1	Lemonade 200ml	24 cans per case		R /case
2	Sodawater 200ml	24 cans per case		R /case
3	Dry Lemon 200ml	24 cans per case		R /case
4	Ginger Ale 200ml	24 cans per case		R /case
5	Tonic Water 200ml	24 cans per case		R /case
	CATEGORY C			
1	Apple Sparkling Fruit Juice 330ml	24 cans per case		R /case
2	Grape Sparkling Fruit Juice Red 330ml	24 cans per case		R /case
3	Grape Sparkling Fruit Juice White 330ml	24 cans per case		R /case
	CATEGORY D			
1	Fruit Juice Assorted 100% 330ml	24 cans per case		R /case
2	Ice-Tea 330ml	24 cans per case		R /case
3	Assorted Fruit Nectar Juice 40% 5 Litre	5lt box		R /each
	CATEGORY E			
1	Water Still 500ml	24 bottles per case		R /case
2	Water Sparkling 500ml	24 bottles per case		R /case
3	Water Sparkling Flavoured Assorted 500ml	24 bottles per case		R /case
4	Water Distilled 5lt	5lt bottle		R /each
	CATEGORY F			
1	Biscuit Assorted 2kg	Pack		R /pack
2	Biscuit - Short bread 200 gram	Pack		R /pack

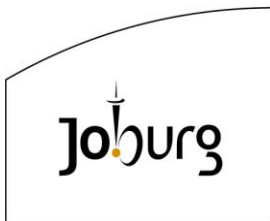
Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

3	Biscuit – Crunchy creamy chocolate 200 gram	Pack		R /pack
4	Biscuit – Salted savoury 400 gram	Pack		R /pack
5	Biscuit – Vanilla Flavour 200 gram	Pack		R /pack
6	Biscuit – Desiccated Coconut 200 gram	Pack		R /pack
	CATEGORY G			
1	Tea – 500 gram 200 per pack	Pack		R /pack
2	Tea - ROOIBOS 80 per pack	Pack		R /pack
	CATEGORY H			
1	Coffee - 100% freeze dry instant 1kg	Can		R /can
2	Coffee – Percolated Chicory 750 gram	Can		R /can
3	Coffee - Percolated Chicory Decaffeinated 750 gram	Can		R /can
4	Coffee – 100% freeze dry instant original jar 200 gram	Each		R /each
5	Chocolate flavoured malted power 1kg	Can		R /can
	CATEGORY I			
1	Milk long life - full cream 1lt	Each		R /each
2	Milk long life - low fat 1lt	Each		R /each
3	Milk long life - fat free 1lt	Each		R /each
4	Milk powder - 1kg	Each		R /each
	CATEGORY J			
1	Sugar white 2.5kg	Pack		R /pack
2	Sugar brown 2kg	Pack		R /pack

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

3	Sugar – artificial sweetener 500	Pack		R /pack
	CATEGORY K			
1	Chips - Potato chips assorted 125 gram	Pack		R /pack
2	Peanuts - SALTED 450 gram	Pack		R /pack
3	Peanuts - PEANUTS & RAISINS 450gram	Pack		R /pack
4	Dried fruit - 500 gram	Pack		R /pack
5	Sweets - Original candy-coated soft mints - 60 per pack	Pack		R /pack

NOTE: Bidders are required to quote per Unit of Measure, failure to do so will result in the bidder not being recommended

8. PAYMENT:

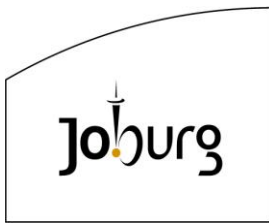
Payment will not be made unless invoice(s) and statement(s) bear the identical name to that on the Form of Offer.

9. FURTHER INFORMATION

There will be no briefing session.

Further information regarding technical clarity may be obtained from Moses Mokebe at e-mail: MosesMoke@joburg.org.za.

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

FORM OF BID/PRICING SCHEDULE

NB. ERROR/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX ALLOWED. IN ADDITION, ERROR/S MADE AND RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR MADE AND ACKNOWLEDGING THAT IT IS THE DELIGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO COMPLETE FULLY THIS FORM OF BID/PRICE SCHEDULE OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NONE RESPONSIVE

BIDDERS TO FILL IN THE FOLLOWING TABLE

ITEM	DESCRIPTION	TOTAL AMOUNT
1	APPOINTMENT OF SERVICE PROVIDER(S) FOR SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR A PERIOD OF 3 YEARS ON A AS AND WHEN BASIS.	R

Prices include Value Added Tax

Rate of Value Added Tax Ø _____ %

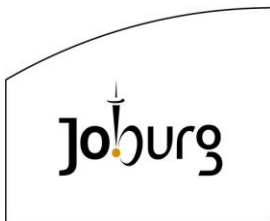
Ø To be inserted by the Proposer

Total points brought forward in respect of B-BBEE Verification Level (to be inserted by the Proposer) _____

(If section 4: (Conditions pertaining to B-BBEE Verification Certificate) is not submitted NO POINTS pertaining to B-BBEE Verification Level shall be awarded).

Name of Proposer (in full): _____

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

PROPOSAL PRICE ADJUSTMENT

Is this a firm price proposal? _____

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **No**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of firm (in full) : _____

Company Registration Number : _____

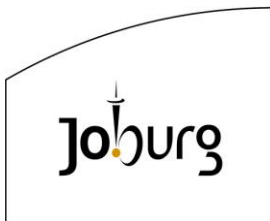
VAT Registration Number : _____

Business address : _____

Postal address : _____

Telephone number : _____

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

Name of Bidder (in full) : _____

Fax number : _____

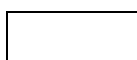
Name of person authorized to sign this Bid : _____

(BLOCK LETTERS)

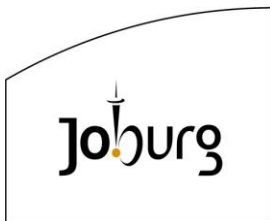
Signature of person authorized to sign this Bid _____

Date : _____ 2022

As witness : _____



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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

SECTION 3

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

NAME OF BIDDER..... BID NUMBER: CoJ/GFIN001/21-22

CLOSING TIME: 10:30am

CLOSING DATE: 09 May 2022

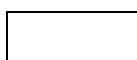
OFFER TO BE VALID FOR...120.....DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.

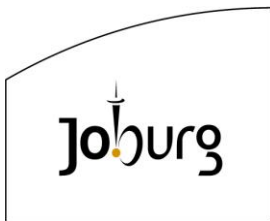
***(ALL APPLICABLE TAXES INCLUDED)*

- Required by :

- At:



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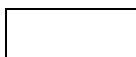
**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

- *Brand and Model*
- *Country of Origin*
- *Does the offer comply with the specification(s)?* *YES/NO
- *If not to specification, indicate deviation(s)*
- *Period required for delivery*
*Delivery: Firm/Not firm
- *Delivery basis*

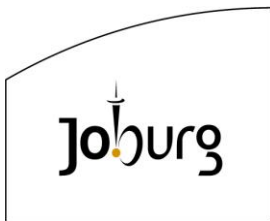
Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

**Delete if not applicable*



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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

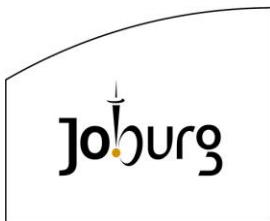
3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

¹ **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) ² 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

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity

numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.10.1 If yes, furnish particulars.....

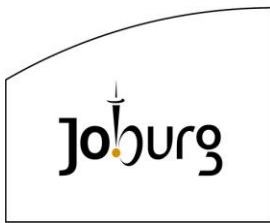
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

(f) An employee of Parliament or a provincial legislature.

² **Shareholder**² means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish

particulars.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars.....

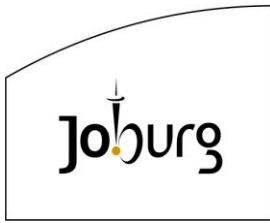
3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

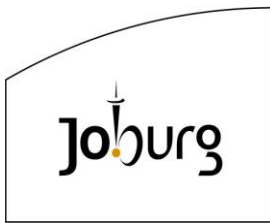
Signature

Date

Capacity

Name of Bidder

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

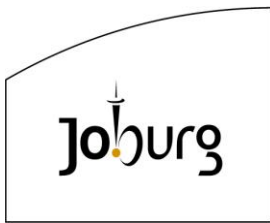
Declaration of interest

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months? **YES / NO**
2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**
3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state? **YES/NO**
4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
5. If yes in any or all of the above, furnish particular in the format below.

<i>Paragraph</i>	<i>Full Name</i>	<i>Identity number</i>	<i>State employee number</i>	<i>Status</i>	<i>Relationship to bidder</i>

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

				<i>[currently or past employed]</i>	
1					
2					
3					
4					

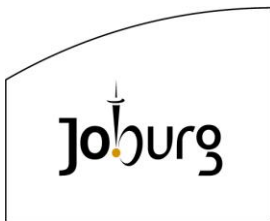
Signature

Date

Capacity

Name of Bidder

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements **YES/NO**
for auditing?

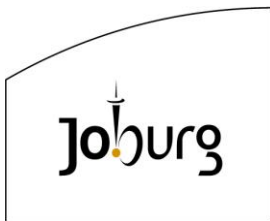
1.1 If yes, submit audited annual financial statements for the past
Three years or since the date of establishment if established
during the past three years.

.....

2 Do you have any outstanding undisputed commitments for **YES/NO**
municipal services towards a municipality or any other service
provider in respect of which payment is overdue for more than
30 days?

2.1 If no, this serves to certify that the bidder has no undisputed
commitments for municipal services towards a municipality or
other service provider in respect of which payment is overdue
for more than 30 days.

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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

2.2 If yes, provide particulars.....

3 Has any contract been awarded to you by an organ of state **YES/NO**

during the past five years, including particulars of any material
non-compliance or dispute concerning the execution of such
contract?

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside **YES/NO**

the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected
to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....

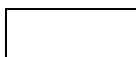
CERTIFICATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT.

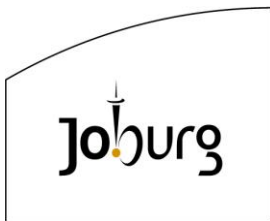
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date



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**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

In order to give effect to the Declaration For Procurement Above R10 Million [MBD 5] (Vat Included), The bidder is required to furnish information in the format provided in the event that the response is NO. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Is the bidder is not required by law to prepare annual financial statements for auditing, it must submit reliable books of accounts for the past three years or since the date of establishment during the past three years from which to determine the true financial position of the bidder.

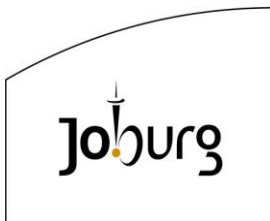
Signature

Date

Capacity

Name of Bidder

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to this bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

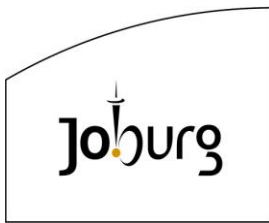
1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

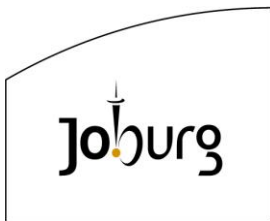
1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

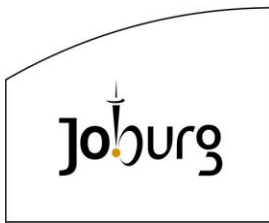
80/20

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

Where

P_s = Points scored for price of bid under consideration

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

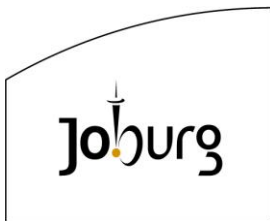
B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

6.1 B-BBEE Status Level of Contributor:..... =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

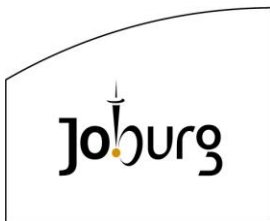
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
--	----------	----------

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

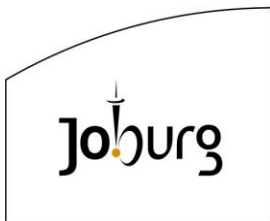
8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:

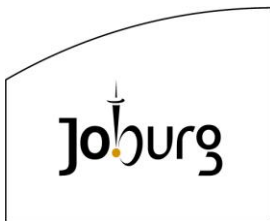
8.8 Total number of years the company/firm has been in business:

.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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;

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

WITNESSES

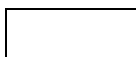
1.

2.

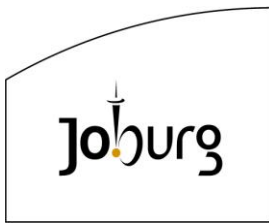
.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS



Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

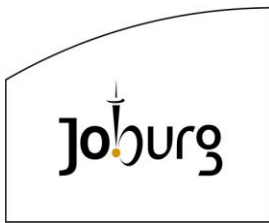
MBD 8

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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

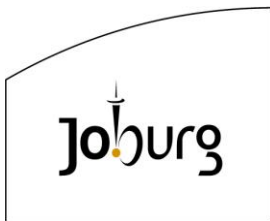
Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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 ☐

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

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.**

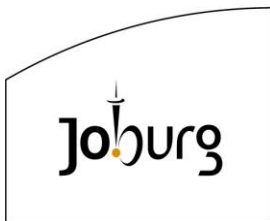
Signature

Date

Capacity

Name of Bidder

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

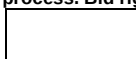
MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

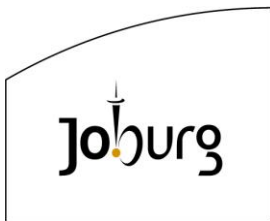
1. This Municipal Bidding Document (MBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ 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.

³ Includes price quotations, advertised competitive bids, limited bids and BIDs.

⁴ 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.



Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

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:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

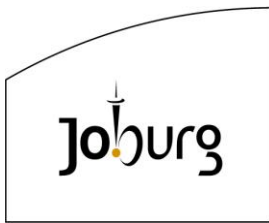
In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

Initial



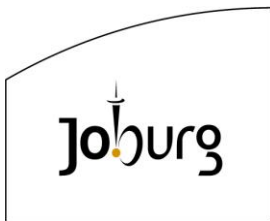
APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

⁵ 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.

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

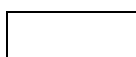
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications 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

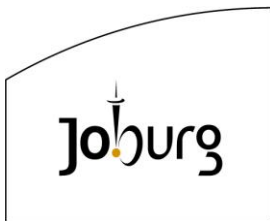
Date

Capacity

Name of Bidder



Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid may be rejected if:

- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.
- In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.
- The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

.....

ii. Registration Number

.....

iii. Municipality where business is situated

.....

iv. Municipal account number for rates

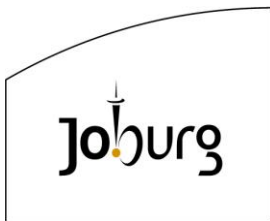
.....

v. Municipal account number for water and electricity

.....

vi. Names of all directors, their ID numbers and municipal account number.

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

1.
2.
3.
4.
5.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 months)
- iii. Proof of directors

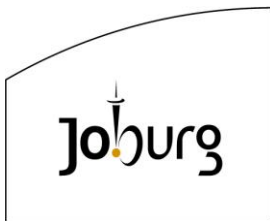
I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....
.....
.....

Signature

Date

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

**SPECIMAN RELATING TO SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS,
LEASE OR CONFIRMATION LETTER**

MUNICIPAL ACCOUNT

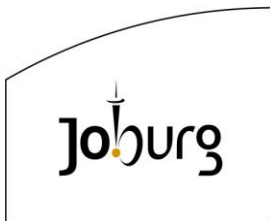
AFFIDAVIT RELATING TO THE MUNICIPAL CHARGES/RATES/TAXEX

I, the undersigned,

do hereby make oath and say the following:

1. I am an adult female/male and the _____[INSERT OCCUPATION] of the _____[INSERT NAME OF BIDDER] (“**the bidder**”), and been authorised to depose to this affidavit whose main place of business is at _____
2. The facts contained in this affidavit are within my personal knowledge, save where otherwise stated or where the converse appears from the context, and are, to the best of my belief, both true and correct.
3. Briefly, this affidavit is to relate facts in conformity with the bid requests that the bidder provides municipal account as proof that it is not in arrears by more than three months.

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

4. The Bidder resides within the _____ municipality.
The following are the facts which make it not to be able to accede to the request
for municipal account, they are:

4.1 _____

4.2 _____

.....

DEPONENT

I certify that this Affidavit was signed and sworn to before be at on
this the day of _____, by the Deponent
after (s)he declared that (s)he knew and understood the contents of this declaration, that
(s)he had no objection to taking the prescribed oath and has taken the prescribed oath which
(s)he considered binding on his/her conscience, having complied with the regulations
contained in Government Notice R1258 of 21 July 1972, as amended.

.....

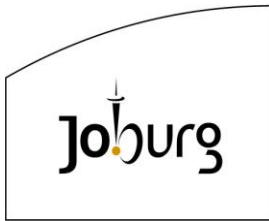
COMMISSIONER OF OATHS

Full names:

Capacity:

Designation:

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

LEASE AGREEMENT

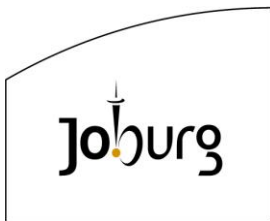
AFFIDAVT RELATING TO LEASE AGREEMENT

I, the undersigned,

do hereby make oath and say the following:

5. I am an adult female/male and the _____[INSERT OCCUPATION] of the _____[INSERT NAME OF BIDDER] ("**the bidder**"), and been authorised to depose to this affidavit whose main place of business is at _____
6. The facts contained in this affidavit are within my personal knowledge, save where otherwise stated or where the converse appears from the context, and are, to the best of my belief, both true and correct.
7. Briefly, this affidavit is to relate facts in conformity with the bid requests that the bidder provides lease agreement as proof that it does not own the property it carries its business on.
8. The following are the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business:

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

4.1 _____

4.2 _____

.....
DE P O N E N T

I certify that this Affidavit was signed and sworn to before be at on
this the day of _____, by the Deponent
after (s)he declared that (s)he knew and understood the contents of this declaration, that
(s)he had no objection to taking the prescribed oath and has taken the prescribed oath which
(s)he considered binding on his/her conscience, having complied with the regulations
contained in Government Notice R1258 of 21 July 1972, as amended.

.....
COMMISSIONER OF OATHS

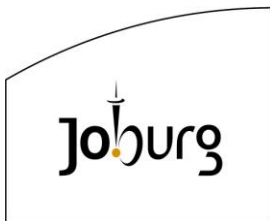
Full names:

Capacity:

Designation:

Address:

Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

**CONFIRMATION LETTER OF MUNICIPAL RATES/TAXES WHERE ARRANGEMENTS
HAVE BEEN MADE WITH THE MUNICIPALITY**

**PROCUREMENT
CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY
JOHANNESBURG**

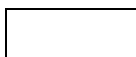
Dear Sir/Madam

Re: Confirmation letter of municipal accounts/rates

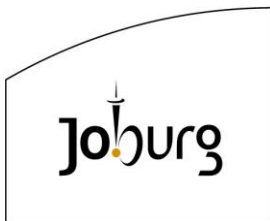
1. This serves to confirm that _____ resides within the
_____ municipality.
2. That his/her/its municipal accounts are:
 - 2.1
 - 2.2
 - 2.3
3. It is hereby confirmed that the said municipal accounts above, are not in arrears for more than 3 months.
4. *Alternatively*, an acceptable arrangement has been concluded and exists with the
_____ municipality. . Such arrangement appears more fully
in the letter from the municipality/confirmation letter of municipal rates/ affidavit
relating to the municipal rates/taxes.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

SIGNATURE



Initial



**APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY
AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF
JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

MBD 10

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE
MANAGEMENT ACT (NO.56OF 2003)**

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of _____
(name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.
2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 [three] months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

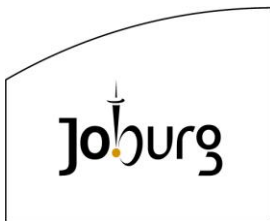
Signature

Date

Capacity

Name of Bidder

Initial



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JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.**

SECTION 4

Technical data, omissions, variations

1. Bank Details

Name of Bankers: _____

Address of Bankers: _____

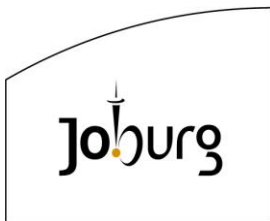
Branch of Bank: _____

Bank Account Number: _____

2. Details of Similar Work Recently Carried Out

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

3. **Qualifications by Bidder**

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

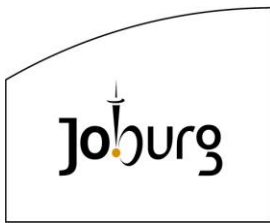
PAGE	CLAUSE OR ITEM

4. **Work to be done by others**

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

Initial



APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

5 Sub-Contractors

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

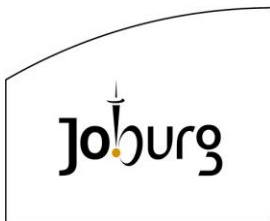
DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

6 Plant, Transport and Staff Available

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

Initial



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7 Omissions and Variations from the Council's Specification

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

8. Indemnity Clause

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

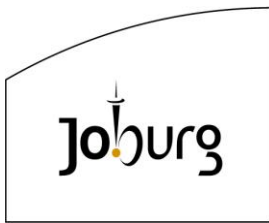
Signature

Capacity

Initial

Date

Name of Bidder



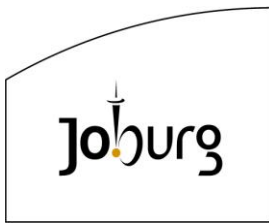
APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

SECTION 5

DOCUMENT CHECKLIST

<i>Part</i>	<i>Description</i>	<i>Yes</i>	<i>No</i>	<i>Comment</i>
<u>Part A:</u> Invitation to Bid - MBD Advert Bidder information	Complete the requested information using a black ink/pen Attach: • Registration documents of the bidder • Affiliation certificates [if belonging to professional body; if applicable] • CIDB certificate/grading certificate [if contractor; if applicable] • CSD registration summary report or MAAA number • Joint venture agreement or consortium agreement or other agreement relevant to the structure of business [if applicable]			

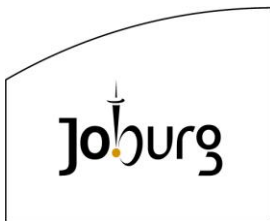
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Certificates	• Tax certificate <u>All at the end of section 1 marked annexures to section 1</u> Attach: • Related agreement to the certificate			
<u>Part B:</u> Important Notice Conditions of Bid Terms and Conditions of Bid – Tax Compliance Requirements Tax Matters General Terms and Conditions of the Contract	Read diligently and it is recommended that the bidder takes advise.			
SECTION 1				

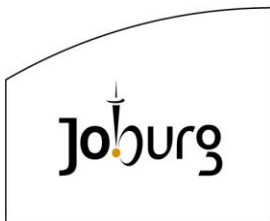
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Returnable Documents				
Pre-qualification Criteria	• Read diligently and it is recommended that the bidder takes advise. • Attach the referred documents			
Disqualification Criteria				
Conditions of Award				
SECTION 2				
Bid Specifications/terms of reference	• Read diligently and it is recommended that the bidder takes advise. • Attach the referred documents • Provide the annexure			
Form of Bid				
Proposal Price Adjustment				
SECTION 3				
MBD 3.1	Pricing Schedule – Firm Prices (Purchases)			
MBD 4	Declaration of interest			
MBD 5	Declaration for Procurement above R10m			

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APPOINTMENT OF SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND OFF- LOADING OF FOOD AND BEVERAGES FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN BASIS.

MBD 6.1	Preference Points Claim Form			
MBD 8	Declaration of Supply Chain Practices			
MBD 9	Certificate of Independent Bid Determination			
MBD 10	Declaration in Terms of Clause 112(1) of the Municipal Finance Management Act (NO.56 of 2003)			
SECTION 4				
Technical data, omissions, variations and company details.	• Read diligently and it is recommended that the bidder takes advise. • Attach the referred documents Provide the annexure			
SECTION 5				
Check List	Complete the information in the checklist			

Initial