



**education**  
Department:  
Education  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho  
First Floor, East Wing,  
Private Bag X2044,  
Mmabatho 2735  
Tel.: (018) 388-3429/33  
e-mail: sgedu@nwpg.gov.za

## DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Enquiry : M.S Tutubalang  
Tel no- 018 388 2215  
Ref: EDU 09/25 NW

Dear Sir/Madam

### INVITATION TO A BID

**BID NUMBER: EDU 09/25NW Catering for special and mega farm schools in the Northwest Provincial Department of Education for a period of 36 months (2025/2026, 2026/2027, 2027/2028)**

1. You are hereby invited for Catering for special and mega farm schools in the Northwest Provincial Department of Education for a period of 36 months
2. The conditions contained in the General Conditions of contract (GCC), i.e **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. All the documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**

5. Bidders should complete the attached pricing schedule and submit it with the bid document

6. All bid documents should be completed, signed and sealed in an envelope and deposited in the bid box **is situated at Department of Education, Garona Building, East Wing Entrance, Ground Floor next to CFO's Office.**

6.1 The following information should be clearly marked on the same sealed envelope:

|                |   |                |
|----------------|---|----------------|
| "Tender No."   | : | EDU 09/25NW    |
| "Closing Date" | : | 25 August 2025 |
| "Closing Time" | : | 11H00          |

7. All enquiries pertaining specification can be directed to Ms Dorah Addipah at the following address [Daddipah@nwpg.gov.za](mailto:Daddipah@nwpg.gov.za) (018 388 5850)

8. For details for obtaining the bid documents: **Ms Tshiamo Keetile** at the following Telephone number: **(018) 388 4091** during working hours.

9. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.

10. This Bid Documents are ONLY available for download on E Portal. ([www.etenders.gov.za](http://www.etenders.gov.za))

11. The Department of Education reserves the right to accept any tender in whole or in part and does not bind itself to accept the lowest or any tender.

#### CONDITIONS TO BID

"This bid is issued under the condition that the bidder/s should at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified.

The bidder also agrees that the financial standing of the tendered may be examined as part of the inspection.

#### NOTE:

- The validity period is ninety (90) days and it is calculated as from the closing date of tenders.
- All tender price/s should be VAT inclusive



Mr S Poole

Acting-Chief Financial Officer

DATE  
31/07/2025

## PART A

## INVITATION TO BID

|                                                                                                                                                                                                                     |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------|--|----------------------------------------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH-WEST EDUCATION DEPARTMENT                                                                                                                               |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| BID NUMBER:                                                                                                                                                                                                         |  | EDU 09/25 NW                                                                                                                                             |  | CLOSING DATE:                                                         |                                         | 25 August 2025                                           |  | CLOSING TIME:                                            |  |
|                                                                                                                                                                                                                     |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  | 11:00                                                    |  |
| DESCRIPTION                                                                                                                                                                                                         |  | Catering of Special and Mega farm schools in the North West Provincial Department of Education for a period of 36 months (2025/2026,2026/2027,2027/2028) |  |                                                                       |                                         |                                                          |  |                                                          |  |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)                                                                                                                                 |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| The Bid Box is situated next to the CFO'S Office, ground floor Sekame Road East Wing GARONA Building Education Department.                                                                                          |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO                                                                                                                                                                      |  |                                                                                                                                                          |  |                                                                       | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |                                                          |  |                                                          |  |
| CONTACT PERSON                                                                                                                                                                                                      |  | Ms T Keetlie                                                                                                                                             |  | CONTACT PERSON                                                        |                                         | Ms D Addipah                                             |  |                                                          |  |
| TELEPHONE NUMBER                                                                                                                                                                                                    |  | 018 388 4091                                                                                                                                             |  | TELEPHONE NUMBER                                                      |                                         | 018 388 5850                                             |  |                                                          |  |
| E-MAIL ADDRESS                                                                                                                                                                                                      |  | tkeetlie@nwpg.gov.za                                                                                                                                     |  | E-MAIL ADDRESS                                                        |                                         | Daddipah@nwpg.gov.za                                     |  |                                                          |  |
| SUPPLIER INFORMATION                                                                                                                                                                                                |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| NAME OF BIDDER                                                                                                                                                                                                      |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| POSTAL ADDRESS                                                                                                                                                                                                      |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| STREET ADDRESS                                                                                                                                                                                                      |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| TELEPHONE NUMBER                                                                                                                                                                                                    |  | CODE                                                                                                                                                     |  | NUMBER                                                                |                                         |                                                          |  |                                                          |  |
| CELLPHONE NUMBER                                                                                                                                                                                                    |  | CODE                                                                                                                                                     |  | NUMBER                                                                |                                         |                                                          |  |                                                          |  |
| FACSIMILE NUMBER                                                                                                                                                                                                    |  | CODE                                                                                                                                                     |  | NUMBER                                                                |                                         |                                                          |  |                                                          |  |
| E-MAIL ADDRESS                                                                                                                                                                                                      |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| VAT REGISTRATION NUMBER                                                                                                                                                                                             |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                          |  | TAX COMPLIANCE SYSTEM                                                                                                                                    |  | OR                                                                    |                                         | CENTRAL SUPPLIER DATABASE No:                            |  |                                                          |  |
| 2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?                                                                                                                          |  | [IF YES ENCLOSE PROOF]                                                                                                                                   |  | 2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                                         | [IF YES, ANSWER THE QUESTIONNAIRE BELOW]                 |  |                                                          |  |
| Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                                                                                            |  | Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                                 |  | Yes <input type="checkbox"/> No <input type="checkbox"/>              |                                         | Yes <input type="checkbox"/> No <input type="checkbox"/> |  | Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| 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?                                                                                                                                                           |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |  |                                                                                                                                                          |  |                                                                       |                                         |                                                          |  |                                                          |  |

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

|                                                                                                                                                                                                                                          |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |  |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.                                                                                                     |  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |  |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).                                                                                                                                          |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                    |  |
| 2.3. BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                           |  |
| 2.4. BIDDER ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                        |  |
| 2.5. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                                                                                  |  |
| 2.6. BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                             |  |
| 2.7. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                      |  |
| 2.8. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                   |  |
| 2.9. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                 |  |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

of authority must be submitted e.g. company resolution)  
E: .....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

YES/NO

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

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned,

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Name of bidder

Position

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| POINTS | PRICE | SPECIFIC GOALS | Total points for Price and SPECIFIC GOALS |
|--------|-------|----------------|-------------------------------------------|
| 90     |       |                |                                           |
| 10     |       |                |                                           |
| 100    |       |                |                                           |

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time

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

80/20                      or                      90/10

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

$$P_s = 80 \left( 1 - \frac{P_{t-P_{min}}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_{t-P_{min}}}{P_{min}} \right)$$

80/20                      or                      90/10

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

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

### 3.1. POINTS AWARDED FOR PRICE

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

## 2. DEFINITIONS

subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

4. POINTS AWARDED FOR SPECIFIC GOALS

Where

$$\begin{aligned} P_s &= \text{Points scored for price of tender under consideration} \\ P_t &= \text{Price of tender under consideration} \\ P_{\max} &= \text{Price of highest acceptable tender} \end{aligned}$$

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 51%+ Women owned                                            | 3                                                                                 |                                                                                   |                                                                           |                                                                           |
| 51%+ Black owned                                            | 2                                                                                 |                                                                                   |                                                                           |                                                                           |
| 51%+ Youth owned                                            | 2                                                                                 |                                                                                   |                                                                           |                                                                           |
| Enterprise Located in North West Province                   | 1                                                                                 |                                                                                   |                                                                           |                                                                           |
| 51%+ Disability owned                                       | 2                                                                                 |                                                                                   |                                                                           |                                                                           |
| MAX POINTS                                                  | 10                                                                                |                                                                                   |                                                                           |                                                                           |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.

Name of company/firm.....

4.4.

Company registration number: .....

4.5.

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in

|                             |                                  |
|-----------------------------|----------------------------------|
| SIGNATURE(S) OF TENDERER(S) |                                  |
| .....                       |                                  |
| SURNAME AND NAME:           | .....                            |
| DATE:                       | .....                            |
| ADDRESS:                    | .....<br>.....<br>.....<br>..... |

- paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

# Catering for special and mega farm schools in the Northwest Provincial Department of Education for a period of 36 months (2025/2026, 2026/2027, 2027/2028)

**TENDER NO: EDU 09/25NW**

## DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Garona Building, Mmabatho  
First Floor, East Wing,  
Private Bag X2044,  
Mmabatho 2735  
Tel.: (018) 388-3429/33  
e-mail: sgedu@nwpg.gov.za

Department:  
Education  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

**education**



## SCOPE OF WORK

### 1. INTENSION OF THE NORTH WEST DEPARTMENT OF EDUCATION

The North West Department of Education requires services of a professional catering company to render services at the following schools:

- Number of learners changes yearly

TABLE 1

| Name of schools                             | Column A<br>Learner enrolment(Hostel learners)(day scholars) | Column B<br>Learner enrolment (day scholars) | Physical address                                     |
|---------------------------------------------|--------------------------------------------------------------|----------------------------------------------|------------------------------------------------------|
| Bojanala District                           |                                                              |                                              |                                                      |
| Herman Thebe Secondary School               | 350                                                          | NSNP                                         | 31 Mzimdala Section MATAU                            |
| Naauwpoort Secondary School                 | 76                                                           | NSNP                                         | Plot no. 355 Naauwpoort                              |
| Moedwil Secondary School                    | 682                                                          | NSNP                                         | PJ 394 Rietfontein Farm, Moedwil, 0351               |
| Boons Secondary School                      | 192                                                          | NSNP                                         | James Road Boons 0334                                |
| SPECIAL SCHOOLS                             |                                                              |                                              |                                                      |
| Meerhof Special School                      | 86                                                           | 155                                          | 64 Jan Smuts Avenue Haartebeespoort                  |
| Kutlwanong School Of Deaf                   | 215                                                          | 0                                            | 20267 Raserapane Section Saulspoort                  |
| Oom Paul Special School                     | 132                                                          | NSNP                                         | 42 Lucas Street Rustenburg                           |
| Dr Kenneth Kaunda District: special schools |                                                              |                                              |                                                      |
| Daeraad Special School                      | 108                                                          | 0                                            | Potgieter St, Wolmaranstad, Wolmaranstad, 2630       |
| Janie Schneider Special                     | 24                                                           | 147                                          | N12 Joe Slovo, Klerksdorp New Town, Klerksdorp, 2571 |

|                                            |     |      |                                                                     |
|--------------------------------------------|-----|------|---------------------------------------------------------------------|
| Keunhof special                            | 121 | NSNP | Cnr of Goldenway & Kleynhans Street, Pienaarsdorp, Klerksdorp, 2571 |
| North West Secondary school for the deaf   | 100 | 2    | 01 Corner George and Makwassie Leeudoringstad, 2640                 |
| E.S Le Grange Special School               | 186 | NSNP | 11 Richardson St, Baillie Park, Potchefstroom, 2520                 |
| Die Wilge Special School                   | 136 | NSNP | 10 Rocher St, Potchefstroom, 2520                                   |
| Ikalafeng Special School                   | 180 | NSNP | Klerksdorp road, Potchefstroom, 2531                                |
| Dr Ruth Segomotsi Mompati: mega farm       |     |      |                                                                     |
| Lykso Primary                              | 220 | NSNP | Stand No. 10, Lykso Farm, Vryburg, 2747                             |
| Bray Intermediate                          | 95  | NSNP | Stand No. 226, Bray, 8620                                           |
| Reivilo High                               | 198 | NSNP | No 1 DeJager Street, Reivilo                                        |
| Kgalalelo Primary                          | 165 | 0    | No 54, Vorstershoop, Vostershoop, 1747                              |
| Ebenezer Christian School                  | 95  | 0    | Farm Beva Bray, 8620                                                |
| Dr Ruth Segomotsi Mompati: Special schools |     |      |                                                                     |
| MM sebitsoane special school               | 245 | NSNP | Lokale Village, Taung Station, 2747                                 |
| Christiana school for the blind            | 175 | 5    | Christiana Street 53, Christiana, Christiana, 4747                  |
| Ngaka Modiri Molema: Mega Farm             |     |      |                                                                     |
| Nieverdend Combined school                 | 341 | 0    | 5jp Hermannskraal, Nieverdend, 2874                                 |
| Onkopotse Tiro Comprehensive               | 258 | 587  | Farm No.1 Klippan, Slurry, 2895                                     |
| Special schools                            |     |      |                                                                     |
| Coligny special school                     | 180 | NSNP | 3rd Street, Coligny                                                 |

Note: The content of the breakfast packs should include spreads and normal filling, e.g. tinned fish/ cheese/ French polony/ eggs / liver polony/ viennas/ burger patties, etc. Sandwiches to be prepared with 4 slices of bread, or 2x rolls

- a) Mabele/ Soft porridge/ cereal with milk
- b) Brown/ white bread- 4 slices
- c) Filling
- d) Tea/ coffee with milk

2.1.1 Breakfast menu

- a. All meals will be served in school dining or allocated facility (Girls and Boys)
- b. Breakfast & lunch will be served in the dining hall or allocated facility
- c. Provision must be made for extra meals for late admissions and/ or enrolment
- d. Hand washing stations to be included in all meals

Service Points

- b. Meal Serving Times
  - Breakfast 06h30
  - Mid-Morning breakfast 10h00
  - Lunch 14h30
  - Dinner 18h00
  - Evening Snack 18h00 (Fruit)

- a. Daily Meals
  - Breakfast
  - Mid-morning breakfast
  - Lunch
  - Full Dinner
  - 2 x fruits (served in the evening)

The caterer is expected to provide the following meals daily:

2.1 Catering and Related Services

2. MENU

N.B: Where NSNP is indicated under day scholar column please note that no catering is needed, focus should be on hostel learners only.

In column B where there is a figure, it means these learners must be included in the mid-morning breakfast

|                          |     |      |                             |
|--------------------------|-----|------|-----------------------------|
| Bophelong Special school | 120 | NSNP | Majemantsho Mine Road       |
| Tlameiang special school | 154 | 0    | Gelukspan Hospital Premises |

- Consideration of menus to be flexible and adaptable to children with special dietary needs, cultural preferences and medical requirements. This will be done in consultation with the relevant principal and only approved by them. These needs will be communicated in writing
- Fresh vegetables to be used daily instead of frozen or canned vegetables
- Chicken Mayo sandwiches must be prepared with chicken breasts and quality approved mayonnaise and spices
- All food served or used in preparation MUST be SABS approved (inspection will be conducted without prior notification)

### 2.3 Menu Planning

- Prior approval for catering for any activity outside normal schooling should be obtained from the principal of the school and communicated to the service provider.
- The service provider to pre-pack the food for delivery by the school.
- These should not interfere with the institutional daily operations

### 2.2 Outside Functions

Weekends, public holidays and school holidays meals serving times are subject to change. Flexibility and adjustments to the menu and meal serving times need to be accommodated during holidays. These are to be negotiated by the service provider and the principal.

- A minimum of 50% Fruit Juice

The following is recommended:

#### Note: Fruit Juice

- Starch
- 2 Vegetables
- Meat (mince/ wors /chicken/ beef/ fish / sausage)
- Glass of Juice
- 2 x fruits (seasonal fruits)

### 2.1.3 Dinner Menu

- Starch
- 2 Vegetables
- Meat (Mince/ Wors /Chicken/ beef)
- Glass of Juice

### 2.1.2 Lunch Menu

|                                  |        |
|----------------------------------|--------|
| Curriculum Vitae                 |        |
| <b>A. PERSONAL INFORMATION</b>   |        |
| Surname                          |        |
| First names                      |        |
| Date of birth                    |        |
| Identity number                  |        |
| Gender                           | Female |
| Do you have a disability?        | No     |
| Are you a South African citizen? | Yes    |

### personnel

**NB:** Please attach CV's and vetting records of intended staff personnel (Compulsory) Use the below templates for the CV's and Participation letter forms for the individual

- 1 x Manager
  - 1 x Dietician (Added advantage)
  - 1 x Chef
  - 2 x Cooks (ratio 1 is to 100) minimum cooks to be provided should not be less than two (2) Food Service Assistants (1 is to 50)
- The number of cooks as well as food service assistants depends on the learner enrolment.

### Staffing

- Catering staff to render catering services should include at least one qualified chef and a qualified supervisor to provide training and support. (Having a Dietician would be an added advantage)
- 75% of the workforce must be from the local neighbouring communities

### 2.4 Provision of Staff

- Any Departmental special functions ( school enrichment activities) should be arranged and approved prior to the event. This should be communicated in writing to the District Director .
- The department may request catering for special functions that are held on site/school premises. The service provider should maintain the same costing used in the bidding price.

### 2.4. Special Departmental Functions

- Expired food MUST NOT be served (under no circumstances will this be tolerated)

## E. WORK EXPERIENCE

| D. QUALIFICATIONS                                                 |                                |               |
|-------------------------------------------------------------------|--------------------------------|---------------|
| Name of School/Technical College                                  | Highest qualification obtained | Year obtained |
| Tertiary education (complete for each qualification you obtained) |                                |               |
| Name of institution                                               | Name of qualification          | Year obtained |
|                                                                   |                                |               |
|                                                                   |                                |               |
|                                                                   |                                |               |

|                                                           |  |                                        |  |                               |  |           |  |  |  |
|-----------------------------------------------------------|--|----------------------------------------|--|-------------------------------|--|-----------|--|--|--|
| <b>B. HOW DO WE CONTACT YOU</b>                           |  |                                        |  |                               |  |           |  |  |  |
|                                                           |  | Preferred language for correspondence? |  |                               |  |           |  |  |  |
|                                                           |  | Telephone number during office hours   |  |                               |  |           |  |  |  |
|                                                           |  |                                        |  | Physical Address              |  |           |  |  |  |
| C. LANGUAGE PROFICIENCY – state 'good', 'fair', or 'poor' |  |                                        |  |                               |  |           |  |  |  |
|                                                           |  |                                        |  | Languages (specify ANY OTHER) |  |           |  |  |  |
|                                                           |  | Setswana                               |  | English                       |  | Afrikaans |  |  |  |
| Speak                                                     |  |                                        |  |                               |  |           |  |  |  |
| Read                                                      |  |                                        |  |                               |  |           |  |  |  |
| Write                                                     |  |                                        |  |                               |  |           |  |  |  |

|  |                                                                                                                        |  |  |
|--|------------------------------------------------------------------------------------------------------------------------|--|--|
|  | If no, what is your nationality?                                                                                       |  |  |
|  | And do you have a valid work permit?                                                                                   |  |  |
|  | Have you been convicted of a criminal offence or been dismissed from employment?                                       |  |  |
|  | If your profession or occupation requires State or official registration, provide date and particulars of registration |  |  |

|                                                                                                                                                                                    |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| F. DECLARATION                                                                                                                                                                     |       |
| I declare that all the information provided is correct to the best of my knowledge. I understand that any false information supplied could lead to my discharge if I am appointed: |       |
| Signature:                                                                                                                                                                         | Date: |

| Employer (including current employer) | Post held | From | To | Reason for leaving |
|---------------------------------------|-----------|------|----|--------------------|
|                                       |           | MM   | MM |                    |
|                                       |           | YY   | YY |                    |
|                                       |           |      |    |                    |
|                                       |           |      |    |                    |
|                                       |           |      |    |                    |
|                                       |           |      |    |                    |
|                                       |           |      |    |                    |

PARTICIPATION CONFIRMATION LETTER

Tender No: ..... – Letter of confirmation to participate in the above tender and inclusion as part of the proposed team.

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate in the project in a capacity as .....and will be available to render my services, my time available in percentage is .....%

Should I not be able to carry out my duties during the appointment I will personally advise The North-West Education Department and withdraw my participation in writing with reasons why I am withdrawing.

Should it be found that I made this submission in false pretence The North-West Education Department will instruct the appointed service provider to remove me from its personnel.

.....Signature of participant

.....Date

Form to be completed by each team member - Failure to submit this form for all team members may result in the bidder not being considered and may be disqualified.

In the event of a change of personnel the North-West Education Department reserves the right to scrutinise the appointment of any resource replacement.

## 2.5 Purchase and Supply of Food items

- Any changes to the menu shall be communicated in writing to the principal and relevant personnel at least 24 hours in advance (All meals shall undergo food tasting and presentation prior to inclusion on the menu)
- Major changes to menu planning shall be done in consultation with all relevant role-players and in accordance with the dietary needs and agreed upon tender price.
- Clean oil needs to be used for cooking at all times for each meal preparation
- Meat portions for meals must be standardized (For chicken servings only drumsticks, thighs and breasts to be utilized)
- The garnishing and presentation of meals must be appetizing and appealing
- Professional presentation and quality of food is a pre-requisite
- Serving of a variety of vegetables. The following vegetables are preferred and would prevent wastage:  
Cabbage, Carrots, Sweet potatoes, Potatoes, Butternut, Pumpkin, Hubbard squash, Gem squash, Spinach, Lettuce, Tomatoes, Onions, Cucumber, Beetroot, Mixed Vegetables, Butter beans, Green Beans, Baked beans and Peas

## 2.6. Kitchen facilities, Equipment and Control

### Service provider Obligations:

- Access to kitchen facilities shall be made available to staff and children for the execution of life skills programmes when the need arises. This will be done by prior arrangement and in consultation with the principal.
- All catering staff members will be subjected to searching procedures and will demonstrate compliance to the agreed service level agreement.
- Caterer must provide legible safety signs in the kitchen (hygiene signs, first aid signs, etc).
- Provide First Aid Kit
- Provide Soap and Paper Towel dispensers
- Any breakages/losses of Departmental Equipment to be reported within 24hrs as per the service level agreement
- The service provider should provide the following.
  - ❖ Crockery (Plate, Mug, Soup Bowls-stainless steel)
  - ❖ Cutlery (Teaspoon, spoon -stainless steel engraved)
  - ❖ Pots
  - ❖ Mixing Bowls
  - ❖ Urn
  - ❖ Washing and Dry dish cloths

### Departmental Obligations:

- Provide Kitchen equipment that will be utilized by service provider i.e. stoves, fridge and industrial pots.
  - Safe water supply and backup.
- NB: Compliance to contract and prohibition including alcohol and illegal substance is non-negotiable**

## 2.7. Cleaning Materials, Uniforms and Stationery

- The service provider shall provide their own technical equipment e.g. photocopier/fax/computer and all stationery required for its operations
- The service provider shall make provision of communication resources for staff (Modem, cell phone /telephone, etc.)
- Proper uniforms must be purchased for all staff and be available on the first day of operation including name tags and hair mats
- Items to be purchased for the covering of employees heads and hands should be used daily
- Regular Occupational Health and Safety inspections to be conducted every three months to ascertain cleanliness, hygiene and the elimination of pests

## 2.8. Hygiene and Cleanliness

- All staff should be medically fit. Suspicion of any contagious infections or diseases to be communicated in confidence to the supervisor to ensure effective management thereof.
- Ensure that Occupational Health & Safety Act are complied with
- All staff to ensure nails are kept short and clean
- No nail polish or long nails
- Open sores and wounds to be kept covered
- Vigilance to be maintained regarding washing of hands. The service provider to ensure that hygienic liquid soap and a paper-towel dispenser is made available for this purpose. Washing of hands after every activity is encouraged.
- Uniforms must always be clean to avoid food contamination and spread of disease.
- Eating whilst preparing food is not allowed
- Staff to wear gloves during preparation and serving of food
- The opening of all packages to be done with the utilization of correct utensils
- Soap dispenser must be filled everyday with disinfectant hand soap
- Kitchen hand basin/sinks and floors must be washed, disinfected and degreased
- Bins must adhere to Health and Safety Standards (Bins inside kitchen and outside) Arrangements to be made by the service provider for the disposal of kitchen waste including food waste
- Disposable hand paper towels and Rubber gloves should be readily available and utilized daily
- Working surfaces recommended for cutting is granite instead of wood or plastic boards
- Chipped or damaged cutlery and crockery must not be utilized
- A First Aid box to be accessible and visible signs for the first aid box to be displayed in strategic places provided by the service provider

- Daily menu to be visible and displayed in the kitchen
- Friendly and good customer service
- Transparency for evaluation and constructive feedback
- Timous cleaning of dishes up after serving food/meals
- No requisitions for catering to be facilitated if not approved by the principal
- Timous delivery of refreshments when required
- Ensure all utensils and crockery is available on trolleys as per request
- Contingency plans to be in place in the event of power failures or water shortages. These to be discussed with the principal

### **3. General**

- Bidders must have a 300sqm storage facility/ warehouse two per district will be an added advantage.
- Distribution to schools will be done from the bidder's warehouses.
- Ensure correct room temperatures especially for cooked food that needs refrigeration
- Food needs to be covered properly with serving lids to prevent food contamination and bacteria
- Fridges need to be disinfected and washed weekly
- Trolleys/wheels must be serviced and cleaned regularly
- Expiry dates of products should be checked weekly especially for perishable items

### **2.10. Storage and Control**

- Remove all jewellery whilst working with food
- Wear comfortable and rubber-soled shoes
- No smoking in the kitchen or on Centre premises (only in demarcated areas)
- Fumigation – Pest control must be done quarterly or when the need arises – to control flies, cockroaches and rodents
- All drains inside/outside must be disinfected weekly
- No unauthorized people should be allowed in the kitchen i.e. School staff members or staff from other service provider and this should be strictly monitored by the service provider and the principal
- It is recommended that an incinerator be considered for utilization in the kitchen instead of disposal of food in bins outside.

### **2.9. Safety and Hygiene & General Conduct**

- Visible emergency and evacuation plan to be determined in consultation with Occupational Health and Safety committee
- Mops, brooms, buckets and all cleaning detergents to be purchased and replaced at the service provider's cost
- Chemicals and equipment to be used — detergents, disinfectants, oven spray, steel wool, scrapers, mops, brooms, etc. or equivalent however SABS/ SANS approved products ONLY
- Only anti-bacterial SABS/SANS approved products must be used to disinfect all catering equipment's and surfaces including the following: walls, equipment, pots, pans, floors, work surfaces, Ovens, Stoves, windows, utensils, fridges and storage areas.

| Description | Amount (R) Price per learner per day | Total |
|-------------|--------------------------------------|-------|
|             |                                      |       |

TABLE 2

**PLEASE TAKE NOTE:**All overheads (salaries and bonuses, training, staff uniform, equipment site vehicle, sundry expenses, day to day management) should be inclusive of the bid price including vat.

## PRICING SCHEDULE

### 6. Pricing schedule

- Availability of a site vehicle suitable for day-to-day purchases and delivery of goods (at contractor's expense)

### 5. Vehicle

- The service provider to develop and implement a kitchen register when food is handed over to units
- A monitoring register for all meals to be implemented and signed daily by the Food Service Assistant and the principal before food leaves the kitchen.
- The service provider to ensure accountability of utensils and resources owned by Institution/School
- An Asset register to be in place and all losses & damages to be reported immediately to the service provider, and the principal or SAPS where applicable
- For all negligent losses and damages incurred, the service provider will be held liable for replacement of these items
- Handover of all storeroom and access points keys
- A Communications Register to be kept to monitor complaints /compliments

### 4. Handover

**NB: please note that these services are provided for learners ONLY**

- Involvement in skills development programmes for learners
- All HR and labour related issues must be addressed by the catering Manager/service provider and ensure that daily operations will not be interrupted.
- All relevant payments should follow protocols and be submitted within the prescribed time frames
- The service provider to provide its own meals for staff at own cost
- Bulk buying must be facilitated through recognized service providers
- Only 1<sup>st</sup> grade fruit & vegetables must be served to the learners
- Boneless meat must be served to learners except for chuck/chicken drumsticks
- Occupancy Stats must be monitored daily with service provider and the principal, and be recorded in the register book
- A monitoring and delivery register should be in place and completed when food leaves the kitchen and signed when food is delivered to units
- Quality control will be facilitated by the Food Service Assistant in consultation with the service provider

| DISTRICT | SCHOOL                        | HOSTEL LEARNERS | HOSTEL LEARNERS NUMBER OF MEALS                        | DAY SCHOLARS | DAY SCHOLAR NUMBER OF MEALS |
|----------|-------------------------------|-----------------|--------------------------------------------------------|--------------|-----------------------------|
| Bojanala | Herman Thebe Secondary School | 350             | 4 Meals: Breakfast<br>Lunch<br>Dinner<br>Evening Snack | NSNP         | 1 Meal: Lunch               |
| Bojanala | Naauwpoort Secondary School   | 76              | 4 Meals: Breakfast<br>Lunch<br>Dinner<br>Evening Snack | NSNP         | 1 Meal: Lunch               |
| Bojanala | Moedwill Secondary School     | 682             | 4 Meals: Breakfast<br>Lunch<br>Dinner<br>Evening Snack | NSNP         | 1 Meal: Lunch               |
| Bojanala | Boons Secondary School        | 192             | 4 Meals: Breakfast<br>Lunch<br>Dinner<br>Evening Snack | NSNP         | 1 Meal: Lunch               |

• TABLE 3

• ALL PRICES SHOULD BE VAT INCLUSIVE

|                                        |  |  |
|----------------------------------------|--|--|
| 1. Breakfast                           |  |  |
| 2. Mid - morning break fast            |  |  |
| 3. Lunch                               |  |  |
| 4. Light Lunch (Supplementary Serving) |  |  |
| 5. Full Dinner                         |  |  |
| Grand Total                            |  |  |

|                         |                                                   |     |                                                                                         |      |                                                 |  |
|-------------------------|---------------------------------------------------|-----|-----------------------------------------------------------------------------------------|------|-------------------------------------------------|--|
| Bojanala                | Meerhof<br>Special School                         | 86  | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 155  | 2 Meals:<br>Mid – Morning<br>breakfast<br>Lunch |  |
| Bojanala                | Kutlwanong<br>School Of Deaf                      | 215 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 0    | No meals required                               |  |
| Bojanala                | Oom Paul<br>Special School                        | 132 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr<br>Kenneth<br>Kaunda | Daeraad<br>Special School                         | 108 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 0    | No meals required                               |  |
| Dr<br>Kenneth<br>Kaunda | Janie<br>Schneider<br>Special                     | 24  | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 147  | 2 Meals:<br>Mid – Morning<br>breakfast<br>Lunch |  |
| Dr<br>Kenneth<br>Kaunda | Keurhof special                                   | 121 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr<br>Kenneth<br>Kaunda | North West<br>Secondary<br>school for the<br>deaf | 100 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 2    | 2 Meals:<br>Mid – Morning<br>breakfast<br>Lunch |  |
| Dr<br>Kenneth<br>Kaunda | E.S Le Grange<br>Special School                   | 186 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |

|                           |                                 |     |                                                                                         |      |                                                 |  |
|---------------------------|---------------------------------|-----|-----------------------------------------------------------------------------------------|------|-------------------------------------------------|--|
| Dr Kenneth Kaunda         | Die Wilge Special School        | 136 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr Kenneth Kaunda         | Ikalafeng Special School        | 180 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr Ruth Segomotsi Mompoti | Lykso Primary                   | 220 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr Ruth Segomotsi Mompoti | Bray Intermediate               | 95  | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr Ruth Segomotsi Mompoti | Reivilo High                    | 198 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr Ruth Segomotsi Mompoti | Kgalalelo Primary               | 165 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 0    | No meals required                               |  |
| Dr Ruth Segomotsi Mompoti | Ebenezer Christian School       | 95  | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 0    | No meals required                               |  |
| Dr Ruth Segomotsi Mompoti | MM sebitloane special school    | 245 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                               | NSNP | 1 Meal:<br>Lunch                                |  |
| Dr Ruth Segomotsi Mompoti | Christiana school for the blind | 175 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>breakfast<br>Lunch<br>Dinner<br>Evening Snack | 5    | 2 Meals:<br>Mid – Morning<br>breakfast<br>Lunch |  |

## 10. MENU

Invoices will be subject to change during school holidays, a register will be kept for monitoring during this period and payments will be paid on actual learners fed per meal.

## 7. INVOICING

|                           |                                     |     |                                                                            |      |                                                 |  |
|---------------------------|-------------------------------------|-----|----------------------------------------------------------------------------|------|-------------------------------------------------|--|
|                           |                                     |     | Lunch<br>Dinner<br>Evening Snack                                           |      |                                                 |  |
| Ngaka<br>Modiri<br>school | Nietverdiend                        | 341 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>Lunch<br>Dinner<br>Evening Snack | 0    | No meals required                               |  |
| Ngaka<br>Modiri<br>Molema | Combined<br>school                  |     | 5 Meals:<br>Breakfast<br>Mid – Morning<br>Lunch<br>Dinner<br>Evening Snack |      |                                                 |  |
| Ngaka<br>Modiri<br>Molema | Onkgopotse<br>Tiro<br>Comprehensive | 258 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>Lunch<br>Dinner<br>Evening Snack | 587  | 2 Meals:<br>Mid – Morning<br>breakfast<br>Lunch |  |
| Ngaka<br>Modiri<br>Molema | Coligny special<br>school           | 180 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                  | NSNP | 1 Meal:<br>Lunch                                |  |
| Ngaka<br>Modiri<br>Molema | Bophelong<br>Special school         | 120 | 4 Meals:<br>Breakfast<br>Lunch<br>Dinner<br>Evening Snack                  | NSNP | 1 Meal:<br>Lunch                                |  |
| Ngaka<br>Modiri<br>Molema | Tlamehang<br>special school         | 154 | 5 Meals:<br>Breakfast<br>Mid – Morning<br>Lunch<br>Dinner<br>Evening Snack | 0    | No meals required                               |  |

# MENU

## SCHOOLS FOR WITHOUT NATIONAL SCHOOL NUTRITION PROGRAMME

| Breakfast |                                             | Mid-Morning Breakfast    |                                           | Lunch            |      | Dinner |                            | Late Snack            |  |
|-----------|---------------------------------------------|--------------------------|-------------------------------------------|------------------|------|--------|----------------------------|-----------------------|--|
| Monday    | Soft Porridge or Mabele                     | Bread (4 slices/ 2Rolls) | Spread ( Butter, jam, peanut butter)      | Milk             | Rice | Pap    | Mince with mixed vegetable | Fruit (2 per learner) |  |
|           |                                             |                          |                                           |                  |      |        |                            |                       |  |
|           | Sugar                                       |                          | Pumpkin or Sweet Potato or boiled Carrots | Juice/Tea        |      |        |                            |                       |  |
|           | Mixed Fruit Salad or Salad                  | Juice/Tea                |                                           |                  |      |        |                            |                       |  |
| Tuesday   | Soft Porridge or oats / Bread with fillings | Gravy                    | Wors                                      | Beef Stew        |      |        |                            |                       |  |
|           |                                             |                          |                                           |                  |      |        |                            |                       |  |
|           | Milk                                        | Juice/Tea                | Pap or mash potatoes                      | Dumpling         |      |        |                            |                       |  |
|           | Sugar                                       | Bread (4 Slices/2 rolls) | Gravy                                     |                  |      |        |                            |                       |  |
|           | Mixed fruit salad or fruit                  | Spread (butter)          | Juice/Tea                                 | Juice/Tea        |      |        |                            |                       |  |
|           | Soft Porridge or Mabele                     | Fillings polony/ Cheese  | Chicken Stew                              | Pap              |      |        |                            |                       |  |
|           | Milk                                        | Juice/Tea                | Mielie Rice or pap                        | Milk / Sour milk |      |        |                            |                       |  |

| Wednesday   |                               | Thursday           |         |           |                          | Friday                                                      |      |           |                          | Saturday                    |                             |          |                                |                          |             |       |                                            |                                   |                                          |                                       |                                                                         |              |           |
|-------------|-------------------------------|--------------------|---------|-----------|--------------------------|-------------------------------------------------------------|------|-----------|--------------------------|-----------------------------|-----------------------------|----------|--------------------------------|--------------------------|-------------|-------|--------------------------------------------|-----------------------------------|------------------------------------------|---------------------------------------|-------------------------------------------------------------------------|--------------|-----------|
| Sugar       | Mixed fruit salad<br>or fruit | Spread<br>(butter) | Spinach | Juice/Tea | Soft Porridge or<br>oats | Fillings<br>polony/<br>Cheese and<br>tomato or tin<br>fish) | Rice | Beef Stew | Fruit (2 per<br>learner) | Wheat Bix or<br>Corn flakes | Bread<br>(4 Slices/2 rolls) | Pap/Rice | Fish/sausage/<br>Chicken/ Wors | Fruit (2 per<br>learner) | Milk        | Sugar | Mixed fruit<br>Bread<br>(4 Slices/2 rolls) | salad or fruit<br>Slices/2 rolls) | Mince and<br>Bread (4 Slices/2<br>rolls) | Spaghetti/Macaroni<br>Spread (butter) | Fillings<br>(Fish Fingers or chicken<br>cake or Vienna<br>burger Patti) | Tomato Gravy | Juice/Tea |
|             |                               |                    |         |           |                          |                                                             |      |           |                          |                             |                             |          |                                |                          |             |       |                                            |                                   |                                          |                                       |                                                                         |              |           |
| Breakfast   |                               |                    |         |           | Breakfast                |                                                             |      |           |                          | Breakfast                   |                             |          |                                |                          | Breakfast   |       |                                            |                                   |                                          |                                       |                                                                         |              |           |
| Mid-morning |                               |                    |         |           | Mid-morning              |                                                             |      |           |                          | Mid-morning                 |                             |          |                                |                          | Mid-morning |       |                                            |                                   |                                          |                                       |                                                                         |              |           |
| Lunch       |                               |                    |         |           | Lunch                    |                                                             |      |           |                          | Lunch                       |                             |          |                                |                          | Lunch       |       |                                            |                                   |                                          |                                       |                                                                         |              |           |
| Late Snack  |                               |                    |         |           | Late Snack               |                                                             |      |           |                          | Late Snack                  |                             |          |                                |                          | Late Snack  |       |                                            |                                   |                                          |                                       |                                                                         |              |           |

| Monday    |                          |                     |                                     |                       |
|-----------|--------------------------|---------------------|-------------------------------------|-----------------------|
| Breakfast |                          | Lunch               |                                     | Late Snack            |
| Option 1  | Soft Porridge or Mabele  | Milk                | Spread (Butter, jam, peanut butter) |                       |
| Option 2  | Bread (4 slices/ 2Rolls) | Oven/ Fried Chicken | Mince with mixed vegetable          | Fruit (2 per learner) |
| Breakfast |                          | Lunch               |                                     | Dinner                |
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## SCHOOLS FOR WITH NATIONAL SCHOOL NUTRITION PROGRAMME

### MENU

| Sunday                |                                        |  |                                                 |  |
|-----------------------|----------------------------------------|--|-------------------------------------------------|--|
| Fruit (2 per learner) | Mixed fruit salad or fruit             |  | Juice/Tea                                       |  |
|                       | Chicken Stew                           |  |                                                 |  |
|                       | Bread (4 Slices/2 rolls)               |  | Spread (butter)                                 |  |
|                       | Rice                                   |  | Beetroot or & peas, gem squash                  |  |
|                       | Fillings (Fish 2 Rolls (butter spread) |  | Fingers or chicken cake or Vienna burger Patti) |  |
|                       | Scrambled eggs                         |  | Jelly and Custard                               |  |
|                       | Mixed fruit salad or fruit             |  | Juice/Tea                                       |  |
|                       | Mixed fruit salad or fruit             |  | Juice/Tea                                       |  |





**11. EVALUATION CRITERIA**

Three Stage Evaluation Method will be used to evaluate this RFP.  
Stage 1 - Administration compliance

Stage 2 –Functionality criterion

Stage 3 – Price and specific goals (90/10)

**11.1 STAGE 1 - ADMINISTRATION COMPLIANCE**

- 11.1.1 A paper based evaluation will be carried out on all the received bid proposals and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.  
11.1.1.1 Signed and completed Standard Bid Documents (SBD 1,4 & 6.1)

- 11.1.1.2 Submission of a latest full central suppliers database report  
11.1.1.3 Compliance to:  
11.1.1.3.1 Bank verification successful  
11.1.1.3.2 Non-government employee directors  
11.1.1.3.3 TAX complaint

**11.1.1.4 Complete Pricing schedule (Compulsory)**

- 11.1.1.5 Signed memorandum of agreement by all parties in case of Joint Venture (Compulsory) and certified copies of directors and CSD reports of all parties.

- 11.1.1.6 CV's of the staff personnel and individual participation letters (Compulsory)

*NB: All certifications should not be older than 6 months*

Any bidder that does not comply with the above-mentioned criteria will be eliminated from the evaluation process and will not be considered for further evaluation.

## STAGE 2 - FUNCTIONALITY EVALUATION

11.2

Minimum threshold of 60% to qualify in this phase

| No                          | Functionality criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Tender Rating Matrix                                                                                                                                                                                                                                                                                                                                                                                                                                                            | A -<br>Tender<br>Rating | B -<br>Weighting | C -<br>Tenders<br>Score<br>(%) |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------|--------------------------------|
| <b>1 COMPANY EXPERIENCE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |                  |                                |
|                             | <p><b>Company work Experience:</b><br/>Bidder must submit relevant catering services and successfully completed in the last 3 years</p> <p><b>Evidence Required:</b><br/>(1) Approved (signed) Award letter(s) and/or official Purchase Order(s),<br/><b>AND</b><br/>(2) Reference letter matching the project value</p> <p>These evidence documents must contain the following:<br/>           *Date of project/duration<br/>           *Amount/value of each project<br/>           *Company/Client name &amp; contact<br/>           *Project description<br/>           (NB: If the submitted evidence does not have <b>any</b> of the details as stipulated above, this evidence will not be accepted and <b>NO</b> points will be awarded for that)</p> | <p>Catering services, to the value of at least <b>R300 000.00</b>, successfully completed in the last 3 years.</p> <p>Catering services, to the value of between <b>200 000.00 – R299 999.99</b>, successfully completed in the last 5 years.</p> <p>Catering services, to the value of between <b>R100 000.00- R199 999.99</b>, successfully completed in the last 5 years.</p> <p>Catering services, to the value of less than <b>R100 000.00</b> or No evidence attached</p> | 3                       | 30               |                                |
|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2                       |                  |                                |
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| No                     | 2. Hazard Analysis Critical Control Point (HACCP) COMPLIANCE                                                                                                               | 3. FINACIAL CAPACITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Functionality criteria | <p><b>HACCP COMPLIANCE:</b> Bidder should demonstrate compliance with HACCP</p> <p><b>Evidence Required:</b></p> <p>(1) Food safety plan and (2) Food safety processes</p> | <p>Bidder are required to demonstrate to the department that they are in financial position to successfully implement the project for the stipulated duration.</p> <p><b>NB: The available capital MUST be Equals to or greater than the Bidder Bid Price for this tender.</b></p> <p><b>The following will be considered as a Bank Guarantee:</b></p> <p>(1) Bank Guaranteed Letter on the official letterhead of the bank, signed and stamped with the official bank stamp</p> <p>(2) Guarantee Letter on the official letterhead of any <b>Provider (FSP)</b>, with the FSP number, signed and stamped by the FSP <b>OR</b></p> <p>(3) Company's Bank statement not older than 3 months from the closure of this bid, stamped with the official bank stamp.</p> |
| Tender Rating Matrix   | <p>Bidder complies with HACCP</p> <p>Bidder does not comply with HACCP</p>                                                                                                 | <p>The bidder DID NOT provide any Financial Capacity Evidence or Bank Guaranteed Letter is lesser than 20% of the bidder's offer</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A - Tender Rating      | <p>5</p> <p>0</p>                                                                                                                                                          | <p>2</p> <p>1</p> <p>0</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| B - Weighting          | 30                                                                                                                                                                         | 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| C - Tenders Score (%)  |                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**STAGE 3 PRICE (90 POINTS) AND SPECIFIC GOALS (10 POINTS)**

- 3.1 The grand total in table 2 shall be utilised for calculation of price points.
- 3.1.1. The bid pricing is based on price charged per leaner including VAT for year one, year two and three. The original price shall have an escalation linked to inflation.
- 3.1.2. An incomplete Pricing Schedule will render the Bidder' bid non responsive and will be eliminated.

The maximum points for this bid are allocated as follows:

|              |       |                                             |                                                           |
|--------------|-------|---------------------------------------------|-----------------------------------------------------------|
| POINTS 90/10 | PRICE | SPECIFIC GOALS STATUS LEVEL OF CONTRIBUTION | Total points for Price and SPECIFIC GOALS must not exceed |
|              | 90    | 10                                          | 100                                                       |

NB: Bidder will not be allocated Specific Goals points if SBD (standard Bid Document) 6.1 is not correctly and fully completed

Signed by: Mr MS Tutubalang  
 Signed at: MAHIREM/30/07/25  
 Reason: I approve this document

BSC-Chairperson

| No | Functionality criteria | Tender Rating Matrix | A -<br>Tender<br>Rating | B -<br>Weighting | C -<br>Tenders<br>Score<br>(%) | Total (%) |
|----|------------------------|----------------------|-------------------------|------------------|--------------------------------|-----------|
|    |                        |                      |                         |                  |                                | 100       |

## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### NOTES

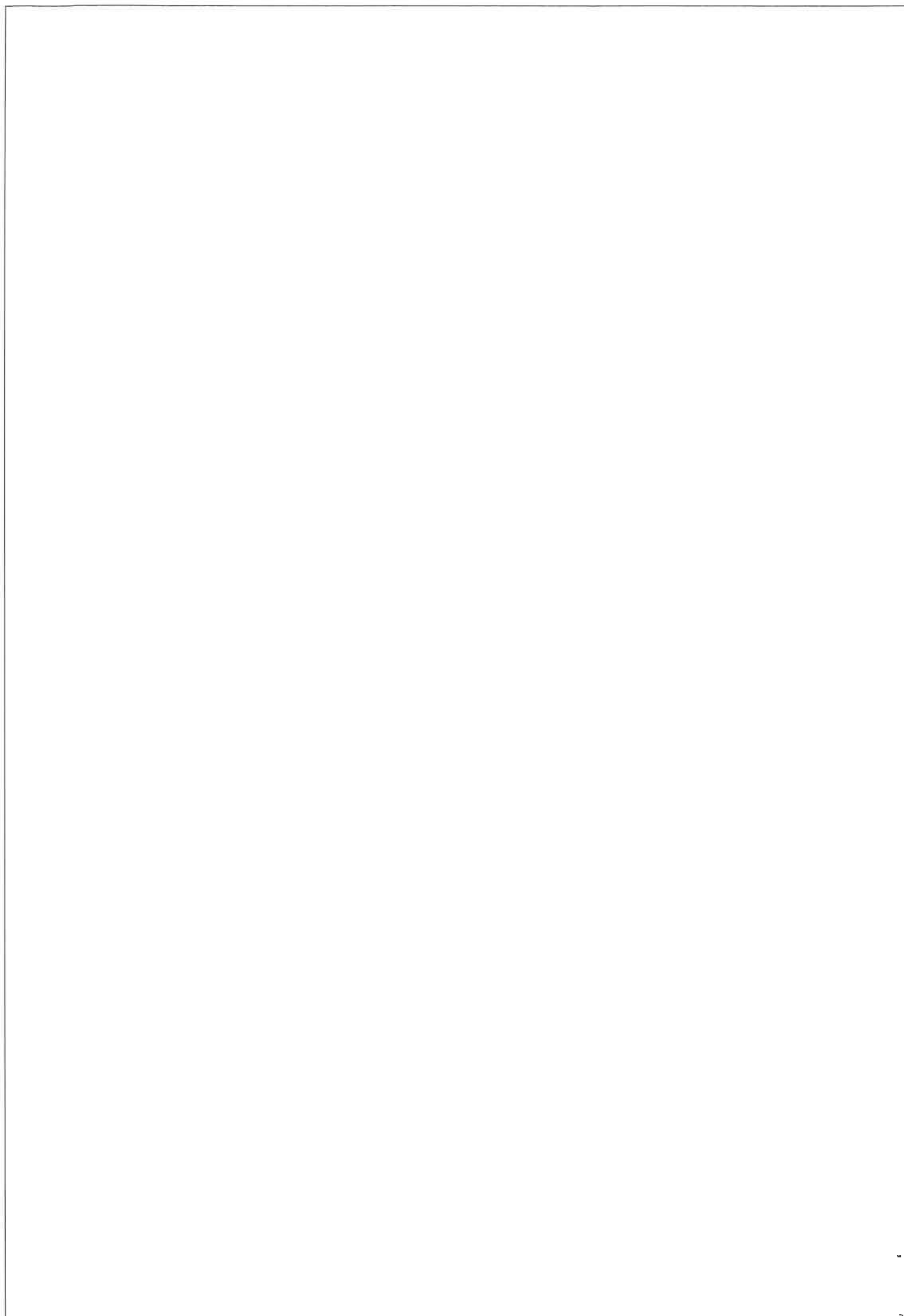
The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

**2. Application**  
**2.1.** These general conditions are applicable to all bids, contracts and orders including bids for the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

**2.2.** Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

**2.3.** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**  
**3.1** Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

**3.2.** With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the North West Department of Education, Garona Building, Mmabatho

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

**5. Use of**  
**5.1** The supplier shall not, without the purchaser's prior written consent, **contract documents** disclose the plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information**; than a person employed by the supplier in the performance of the **inspection**. 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.

**4.2.** 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.

**4.3.** 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.

**4.4.** 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.

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

6 **Performance** 7.1. Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

6.2. 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.

6.3. 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:

6.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
6.3.2. a cashier's or certified cheque

6.4. 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.

## 7 **Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

7.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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. Falling 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.

7.8. 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 contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme 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.
- 1.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery**
- 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.

10.1. 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** 13.1 The supplier may be required to provide any or all of the following services, including additional **Services** services, if any, specified in SCC:

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

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

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

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

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

## 15. Warranty

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

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

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

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

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

## 16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

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

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

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

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

**21. Delays in the supplier's the supplier in performance**  
21.1 Delivery of the goods and performance of services shall be made by accordance with the time schedule prescribed by the performance purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

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

**23. Termination for default contract,**

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

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

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such

supplier from doing business with the public sector for a period not exceeding 10 years.

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

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

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
23.6.1. the name and address of the supplier and / or person restricted by the purchaser;  
23.6.2. the date of commencement of the restriction  
23.6.3. 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.

## Anti-dumping and

### Countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-countervailing duties are imposed, or the amount of a countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or

imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**24. 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.

**24.2.** 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.

**25. Termination** **for** 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.

**26. 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 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.

27.1. 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

**28. Limitation of case of liability**

infringement pursuant to Clause 6; the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b). the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

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

**30. Applicable law** otherwise  
30.1 The contract shall be interpreted in accordance with South African laws, unless specified in SCC.

**31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33.1 The NIP Programme administered by the Department of Trade and Industry

33. National

shall be

Industrial

Participation

(NIP) Programme

applicable to all contracts that are subject to the NIP obligation

General Conditions of Contract (revised February 2008)