



social development

Department:
Social Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



Provident House Building
Private Bag X 6
Mmabatho, 2735

FINANCIAL MANAGEMENT AND ADMINISTRATION

Tel: +27 (18) 388 – 2869/2198
Fax:
E-mail: Emoremi@nwpg.gov.za

INVITATION TO BID

BID REF. NO	NW/DSD/01/2024
DESCRIPTION	Provisioning of catering services to substance use disorder clients at JB Marks Inpatient Treatment Centre- Thirty Six (36) months
BRIEFING SESSION DATE	No Briefing Session
BID SUBMISSION ADDRESS	Tender box situated at Department of Social Development, Provident Building, First Floor, Supply Chain Management, University Drive, Mmabatho
BID CLOSING DATE	31 JULY 2024
BID CLOSING TIME	11h00 am
BID VALIDITY PERIOD	90 Days
BID INFORMATION	Bids can be obtained from the e-tender portal: www.etender.gov.za

Prospective Suppliers who are interested in participating in afore mentioned Bid are invited to submit their bid in full compliance to the requirement of this document. Completed, signed and clearly labelled bid sealed in an envelope must be submitted to the above mentioned address on or before closing date and time.

1. SCOPE OF WORK

The Catering services are required for twenty (20) persons with substance use disorder at JB Marks Inpatient Treatment Centre.

2. ACRONYMS AND DEFINITIONS OF CONCEPTS

2.1 DEFINITIONS

“Catering Services” means the services provided by the Service provider to the Department as specified in the Bid Document.

“Institution” shall mean JB MARKS INPATIENT TREATMENT CENTRE under the control of the Department of Social Development.

“Schedule of daily food costs” means the Schedule of daily costs per person per meal provided by the service provider as per Schedule B.

“Schedule of overhead structures” or **“Fixed overhead”** means the schedule of fixed monthly overhead costs incurred by the Department for the management service and other related incidental items provided by the Service provider as per Schedule C.

“Schedule of price per meal pack” means the schedule of charges of the Service provider providing meal pack, including packaging as per Annexure A.

“Management staff” shall mean any management staff provided by the service provider as per Annexure F.

“Allocated staff” shall mean any management staff provided by and remunerated by the Department who shall be supervised by the Food Service Manager.

“VAT” means any tax levied on supplies, in terms of the value – added Tax Act of 1991 of the Republic of South Africa.

“Food Specifications” shall mean the schedule of food types and quantity to be supplied.

“Department” shall mean the Department of Social Development.

“The Service provider” shall mean a company awarded in terms of this bid.

“Agreement” shall comprise the full documentation included herewith, specifically, the documents headed:

“Food Invoice or an Overhead Invoice” shall mean the standard invoice format, which will be used as set out in Annexure A and B.

“Broadsheet” (Annexure C) will be used on a daily basis by the institution to provide the participation detail of each meal to the Service provider.

2.2 ACRONYMS

BBBEE- Broad Based Black Economic Empowerment

CSD- Central Supplier Database

CIPC- Certificate and Intellectual Property Commission

CPI - Consumer Price Index

DSD – Department of Social Development

GCC - General Conditions of Contract

PPPFA – Preferential Procurement Policy Framework Act

NWP – North West Province

SABS – South African Bureau of Standards

SBD- Standard Bidding Document

SLA- Service Level Agreement

SMME - Small Medium & Macro Enterprises as per Small Business Act

SUD- Substance Use Disorder

VAT- Value Added Tax

3. DOCUMENTS

- **SBD FORMS**
- **FINANCIAL SCHEDULES A, B, C**
- **ANNEXURE: A, B, C, D, E, F**
- **SERVICE LEVEL AGREEMENT**
- **CONTRACT SPECIFICATIONS**
- **ANNEXURE A TO B**

4. PERIOD OF AGREEMENT

The agreement shall endure for a period of thirty six (36) months from the first day of the month. Should the agreement be entered into, with the recommended service provider mid-month, commencement of the contract shall be on the first day of the following month.

5. DELIVERY ADDRESS

JB Marks Treatment Centre (Department of Social Development)
No. 2 Deppe Street
Witransd Hospital Complex
Dassierand
Potchefstroom
2539

6. BID REQUIREMENTS

6.1 BID CONDITIONS

- 6.1.1 Faxed and emailed bids **will not** be considered, only hand delivered bids will be accepted.
- 6.1.2 Bids received after the closing date and time, at the address indicated above will not be accepted and considered.
- 6.1.3 The hard copy of the bid response will serve as the legal document.
- 6.1.4 A bid document must be completed using a black or blue pen.
- 6.1.5 Use of pencil will not be allowed.
- 6.1.6 Use of tippex or correction ink shall not be allowed, where an error has been made, bidders are advised to cancel using a pen and initial then write their corrections.
- 6.1.7 The Institution shall provide all required facilities for inspections, tests and analysis of the available apparatus, which may be required free of charge unless otherwise specified.
- 6.1.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest points on Specific Goals.
- 6.1.9 Should it happen that two or more bids scored equal total points in all respects, the award shall be decided by the drawing of lots in line with Paragraph 15.2 of the Departmental Preferential Procurement Policy of 2022.
- 6.1.10 The successful bidder will be required to sign the Service Level Agreement (SLA) after award.
- 6.1.11 As from the effective date the successful bidder shall render the services and expertise and use the facility of the Department as set out in this document and Service Level Agreement (SLA).

6.1.12 The General Conditions of Contract (GCC) and Bid Form, as well as other conditions accompanying this invitation are applicable.

6.2 SPECIAL CONDITIONS OF CONTRACT

6.2.1 The company must have a supervisor on site on a daily basis to react to emergencies and ensure that the food is sufficient to cater for at-least five days.

6.2.2 The bidder must comply with Labour Relations Act 66 of 1995.

6.2.3 Basic Condition of Employment Act No. 75 of 1997.

7. SUBMISSION OF BIDS

7.1 Bidders must submit the bid in a hard copy format (paper document) on or before the closing date and time to:

University Drive, Provident House,
1st Floor Supply Chain Management division,
East wing,
Mmabatho
2735

7.2 LATE BIDS

Bids received after the closing date and time at the address indicated above, will not be accepted for consideration. Please note that bids are late if they are received at the address given in the bid document after bid closing date and time. Late submissions must be registered and marked as such, and form part of the evaluation report.

8. VALUE ADDED TAX (VAT)

All bid prices must be quoted in South African currency and must be VAT inclusive.

9. JOINT VENTURE

In case of joint ventures, bidders are required to comply with the following:

- 9.1 Submit separate SBD 4 forms for each company
- 9.2 A joint banking account details will be required after award.
- 9.3 Tax status for each company must be in good standing.
- 9.4 Submit a consolidated valid B-BBEE status level verification certificate in the joint venture name.
- 9.5 Failure to comply with this requirement will result in the joint venture not being scored for B-BBEE status level.

10. ALTERATIONS TO DOCUMENT

- 10.1 No alteration, erasure, omission or addition shall be made to the text or conditions of this document save where expressly directed by clauses in this document. Should any unauthorized change be made the same will not be recognized but the original document will be adhered to:

11. BID EVALUATION STAGES

11.1 STAGE 1: ADMINISTRATIVE REQUIREMENTS STAGE

- 11.1.1 Central Supplier Database report/Master registration number for proof of CSD registration.
- 11.1.2 Tax compliance status pin.
- 11.1.3 Bidders employed by the state are not allowed to participate in this bid.
- 11.1.4 All bidders who are restricted in terms of National Treasury list of restricted suppliers are not allowed to participate in this bid.
- 11.1.5 Original or certified copy of B-BBEE certificate/ Sworn Affidavit.
- 11.1.6 Fully completed and signed SBD 1: Invitation of Bid.
- 11.1.7 Fully completed and signed SBD 4: Bidders Disclosure.
- 11.1.8 Fully completed and signed SBD 6.1: Preferential Point Claim form in Terms of the Preferential Procurement Regulation 2022.
- 11.1.9 Attach General Conditions of Contract.

11.2 STAGE 2 MANDATORY REQUIREMENTS

- 11.2.1 The Bidder must comply with Foodstuff, Cosmetics and Disinfectants Act of 1972 (Act No. 54 of 1972) acceptability certificate.
- 11.2.2 Occupational Health and Safety Certificate must be submitted with the bid document as per Occupational Health and Safety Act 93 No. 85 of 1993 as amended by Act 181 of 1993.
- 11.2.3 Fully completed and signed SBD 3.2: Pricing Schedule- Non-Firm Prices.
- 11.2.4 In cases where bidders form a Joint Venture, the following shall be applicable:
- 11.2.4.1 An agreement endorsed by both parties and attested by the Commissioner of Oath must be attached.
- 11.2.4.2 A signatory must be nominated and both parties must consent for such nomination.

FAILURE TO SUBMIT THE ABOVE MENTIONED DOCUMENTS THE BIDDER WILL BE DECLARED NON-RESPONSIVE

11.3 STAGE 3: EVALUATION CRITERIA TO BE USED:

11.3.1 FUNCTIONALITY

FUNCTIONALITY	REQUIREMENTS	VALUE	POINTS	WEIGHT
Company profile	Five years' experience	Three (3) Reference and Appointment letters for catering services	Three (3) Verifiable reference & three (3) appointment letters = Five (5) points Two (2) Verifiable reference & two (2) appointment letters = four (4) points One (1) Verifiable reference & one (1) appointment letter = three (3) points Zero (0) reference & Zero (0) appointment letter = Zero (0) point	20%
Financial capacity	Bank grading	Authenticated/Stamped Bank grading letter from a Registered Financial Institution not older than three (3) months	Bank Grading A = Three (3) points Bank Grading B = Two (2) points Bank Grading C = One (1) point Bank Grading D and above = Zero (0) point	15%
Experience of Management	Verifiable detailed CV with contactable references of Management	Years of experience for Management	Five (5) years experience or more = five (5) points Four (4) years experience = four (4) points Three (3) years experience = three (3) points Two (2) years experience = two (2) points One (1) year experience = one (1) point Zero (0) experience = Zero (0) point	15%
Experience of Key Personnel (Supervisor on site and Food Service Aid)	Verifiable detailed CV with contactable references of Key Personnel (Supervisor on site and Food Service Aid)	Years of experience for Key Personnel (Supervisor on site and Food Service Aid)	Three (3) years or more experience = five (5) points Two (2) years experience = three (3) points One (1) year experience = one (1) point Zero (0) experience = Zero (0) point	25%

Qualifications of Key Personnel (Supervisor on site and Food Service Aid)	Food and beverage certificate Key Personnel (Supervisor on site and Food Service Aid)	Formal Qualification from NQF 6 in relation to Food and Beverage management or relevant qualification in the Hospitality Industry for supervisor on site and Higher certificate in hospitality industry for Food Service Aid	Certificates submission for both supervisor and food service aid = Five (5) points Non submission = 0 points	25%
Total				100
Minimum acceptable score				70%

NB: Only bidders who obtain a minimum of 70% threshold out of 100 points of the evaluation criteria will be considered in the next stage of evaluation.

11.4 STAGE 4: PRICE AND SPECIFIC GOALS

11.4.1 PRICE

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be evaluated by the Department on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

The following formula will be used to calculate the points for price:

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

Where:-

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

11.4.2 DEPARTMENT OF SOCIAL DEVELOPMENT SPECIFIC GOALS

- 11.4.2.1 The points awarded for price will be added to the points for Specific Goals.
- 11.4.2.2 The department specific goals as they relate to Bids includes the following:
- 11.4.2.2.1 To award bids to enterprises owned by black people.
- 11.4.2.2.2 To award bids to enterprises located in the Province of North West, or where required, the specific village, rural area, township, local municipality or district municipality for work to be done or services to be rendered in that area.
- 11.4.2.2.3 To award bids to enterprises owned by black women.
- 11.4.2.2.4 To award bids owned by people with disability.
- 11.4.2.2.5 To award bids to enterprises owned by the black youth.
- 11.4.2.2.6 To award bids to enterprises owned by black military veterans.
- 11.4.2.2.7 To award bids to black owned SMMEs.
- 11.4.2.2.8 To award bids to black owned cooperatives.
- 11.4.2.3 As the bids process is initiated by the department to invite prospective bidders, the above will be used to invite bidders that fall into the above categories of preference.

11.5 POINTS AWARDED FOR SPECIFIC GOALS FOR THIS BID

The following Specific Goals and points apply to this bid:

Specific Goals in terms of PPR2022	Points out of 20 for the 80/20 system	Points Claimed
The B-BBEE certificate is used as a measurement instrument for enterprise owned by black people	10 max	
• B-BBEE status level 1 = 10 points.		
• B-BBEE status level 2 = 09 points.		
• B-BBEE status level 3 = 06 points		
• B-BBEE status level 4 = 05 points		
• B-BBEE status level 5 = 04 points		
• B-BBEE status level 6 = 03 points		

• B-BBEE status level 7 = 02 points		
• B-BBEE status level 8 = 01 points		
Enterprises based in the locality where the goods and service are needed (see table 11.6) CIPC certificate will be used to verify locality.	4 max	
• Enterprises owned by women	1	
• Enterprises owned by people with disability	2	
• Enterprises owned by military veterans	1	
• Enterprises owned by youth	1	
• Cooperatives owned by black persons	1	
TOTAL:	20 Max	

11.5.1 Bidders must attach a valid BBEEE certificate or a sworn affidavit certified by a Commissioner of Oaths.

11.5.2 The BBEE certificate must be issued by SANAS accredited verification agency or Companies and Intellectual Property Commission (CIPC).

11.6 Where reference is made to Locality, the following location and points apply:
Choose only one

Specific Goal	Location (if applicable) as per CIPC certificate	Max Points 4	Points Claimed
Rural / Township / Village		4	
Local Municipality		2	
District Municipality		1	

11.6.1 Bidders must choose only one of the above (only one proof to be attached for location, either a rural/ township/ village, Local Municipality or Any area within a District Municipality).

11.6.2 Locality. The points claimed for locality will be allocated as stipulated on table 11.6 if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then Zero (0) point must be claimed.

11.6.2.1 Note that if the department requests proof of location, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be mis-representation and the department will begin the remedy outlined below.

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

12. DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER

12.1 ACCOUNTING

- 12.1.1 The service provider shall be responsible for the completion of their accounting records.
- 12.1.2 The accounting period shall be at the end of each calendar month.
- 12.1.3 The accounting documents shall consist of an official invoice of the service provider, supported by a specified food invoice format (Annexure A) and overhead invoice format (Annexure B)
- 12.1.4 Actual numbers of meals served, as reflected in the accounting documents referred to in this document in respect of Service Users shall be the number certified by the Institution's Food Service Manager responsible for the dining areas.
- 12.1.5 It is agreed that payment of the account must be effected within 30 days after receipt of a correctly completed and certified invoice.
- 12.1.6 The service provider working time must comply with Basic Conditions of Employment Act No. 75 of 1997.
- 12.1.7 Service provider must ensure that the wages of their staff are in line with stipulated industry wage regulations.
- 12.1.8 The service provider shall maintain and provide; per invoice; information for catering provided to the Food Service Manager by the 07th of each month.
- 12.1.9 Attendance register must be submitted on a daily basis by the service provider to the Food Service Manager
- 12.1.10 The Department does not accept responsibility for delays in payment due to erroneous invoices submitted by the service provider.

13. PROVISION OF STAFF

13.1 MANAGEMENT OF STAFF

The service provider shall:

- 13.1.1 Provide Management and the Food Service Manager with "Schedule of Overhead Structures annexed as per Schedule C.

13.2 THE SERVICE PROVIDER SHALL:

- 13.2.1 Handle all minor offences and discipline of all people appointed by the service provider and refer any serious matters to the Institution Manager in writing within 24 hours.
- 13.2.2 Report all matters/ offences to the Institution Manager within 24 hours.

Failure to adhere to the conditions of the contract, the Department reserves the right to terminate the contract.

14. MANAGEMENT

14.1 THE SERVICE PROVIDER UNDERTAKES TO:

- 14.1.1 Provide management services in respect of quantity and quality, control and supervision of the preparation of food by all staff concerned.
- 14.1.2 Provide accounting records as defined in paragraph 12.1.
- 14.1.3 Provide a relieve manager/supervisor and food aid in instances where management staff of the service provider is absent from the Institution.

15. TRANSPORT

- 15.1 If meals have to be supplied away from the catering facility the Institution will be responsible for transportation thereof.
- 15.2 The service provider must ensure that all perishable products must be transported in an insulated and refrigerated truck and that the supplies comply with relevant health and safety regulations.

16. THE SERVICE PROVIDER UNDERTAKES TO:

16.1 PURCHASE AND SUPPLY OF FOODSTUFFS

- 16.1.1 Purchase and acquire all foodstuffs and other materials necessary for the proper fulfillment of its catering.
- 16.1.2 Arrange for the supply and delivery of all the ingredients necessary for the proper preparation of all menus appearing on the Food Specifications and any equivalent thereof.
- 16.1.3 Ensure that all foodstuffs supplied to the institution are of the highest quality and, where required, undertakes to submit the food to both quality and quantity control inspections by the Department or delegated relevant authority on testing of Menu Specifications.
- 16.1.4 Ensure that the amount claimed monthly from the Department in respect of foodstuffs, will be restricted to the amount tendered for as per Schedule A.
- 16.1.5 To provide food inventory/material for preparation of meal packs, as requested by the Institution. The specification for a meal pack is as per Annexure E. The price of foodstuffs to be purchased from the service provider, per specification per pack is to be reflected on Annexure E.1 and should include the cost of packaging material and required items.
- 16.1.6 Ensure that menu reflecting meal of the day must be available in the foodservice to all allocated staff members and management.

16.2 KITCHEN FACILITIES

- 16.2.1 The service provider shall have full access to all kitchens, food inventory stores, dining and catering areas and the supervision thereof to render catering services in terms of these conditions. In this regard the service provider shall have custody and control of all keys that allow access to the kitchen food stock stores, catering and dining areas and keys to the lockable furniture, equipment, fixture and fittings. However access will be limited to those areas and any surrounding buildings and facilities necessary for the rendering of the catering services.
- 16.2.2 The service provider shall not use (or allow to be used) the designated catering localities or premises for any purpose other than the catering services in terms of these conditions, nor will he/she be allowed to prepare food on premises other than the designated areas.
- 16.2.3 The service provider shall use (or allow to be used), all furniture, fixtures, equipment, stoves and other materials / supplies only for the purpose for which they are provided for.
- 16.2.4 The service provider shall not remove any property of the Department from the premises or locality where the Department kept it nor use any Department utensils for private use.
- 16.2.5 No structural changes will be made by the service provider to the existing premises. Any proposed change in a structure should be submitted to the Department in writing for consideration and the Department's decision as to the necessity of it will be final.

16.3 CLEANING MATERIALS, UNIFORM, STATIONERY AND CROCK

- 16.3.1 Provide appropriate cleaning materials, chemicals and insecticides that are S.A.B.S. approved for cleaning purposes of the Food Service and related stores/areas.
- 16.3.2 Ensure the safe storage of cleaning materials, chemicals and insecticides.
- 16.3.3 Provide non-consumable items such as packaging materials, cling wrap, Polystyrene glasses with lids and serviettes for meal packs and items to use for issuing food preparation and dishing up purposes which includes salt, pepper, tomato sauce, and chutney and vinegar portions.
- 16.3.4 Provide disposable gloves to be used during food preparation and dishing up.
- 16.3.5 Provide stationery for administrative purposes for personnel of service provider.
- 16.3.6 Provide uniforms to service provider staff.
- 16.3.7 Provide protective clothing, including disposable caps, gloves, masks, aprons and shoes for service provider Staff.

16.4 HYGIENE AND CLEANLINESS

- 16.4.1 To keep all kitchen, stores and dining areas including all windows, floors, walls, catering equipment fixtures, fittings and kitchen drains and all utensils used, in hygienic and tidy condition to the satisfaction of the Department.
- 16.4.2 Ensure that all service provider staff is at all times tidy and neatly dressed.
- 16.4.3 Undertake medical examination for the possibility of the Tuberculosis, Venereal Disease and Typhoid must be done annually at the service provider's expense for the private catering staff. Results on Tuberculosis of service provider's staff must be immediately reported and availed to the head of the Institution.
- 16.4.4 Conform to the requirements of the Health and Safety Act 85/93 and the provision of the Children's Act, 38, 2005, and other related legislative frameworks.
- 16.4.5 Be responsible for Pest Control on a monthly basis of Food Service and related stores, which will include full spray. The caterer should inform the Institution Manager at least (5) five working days before pest control will be done.
- 16.4.6 Provide cleaning equipment and SABS approved materials or chemicals to all areas used by all staff within the food service unit.
- 16.4.7 Ensure that all cleaning material and chemicals must be compliant with hazards analysis and critical control point recommendation.
- 16.4.8 Ensure that company staff is trained on handling chemicals and that emergency care training procedure is displayed at the allocated area.

16.5 SECURITY

- 16.5.1 The service provider must conform to all Security Regulations applicable in the Institution.

16.6 USE OF RESOURCES

- 16.6.1 The service provider undertakes to use resources in an economical, efficient and transparent manner.
- 16.6.2 The service provider must provide own telecommunication facilities. (i.e. Cell phones).

16.7 TRAINING

- 16.7.1 The service provider shall be responsible for training of all their staff on an ongoing basis to enhance the efficient functioning of the catering service.

17. DUTIES AND OBLIGATIONS OF THE DEPARTMENT

- 17.1 The department shall pay the service provider amounts determined with reference to the calculation of daily food costs as per Annexure A and the calculation of overhead structures as per Schedule B within 30 days of receipt of invoice.
- 17.2 The department shall not request the service provider to provide catering services other than for the appointed purpose.

18. THE INSTITUTION SHALL PROVIDE:

- 18.1 Catering equipments and utensils. All existing catering furniture, fixtures and equipment including gas and electric stoves, as well as cooking utensils, cutlery, crockery and any other relevant catering equipment.
- 18.2 Fuel (whether electricity, gas, oil or wood) and water as is required for cooking, cleaning and freezing purposes which the service provider undertakes to use economically.
- 18.3 A recorded "inventory register" which shall be signed by both parties.
- 18.4 Both department and service provider with a menu based on dietary requirements at the time of signing the contract. In the event that there is a variation as a result of an unforeseen event both parties shall agree on the menu.
- 18.5 A register as proof of pest control and must be signed by an authorized person of the institution and catering company.

19. ALLOCATED STAFF (INSTITUTION'S FOOD SERVICES MANAGER)

19.1 MONITOR THE PREPARATION OF MEALS

- 19.1.1 Customize and implement the menu for the unit in relation to the specification.
- 19.1.2 Monitor food preparation methods, portion sizes, garnishing and presentation.
- 19.1.3 Monitor compliance with health conditions regarding food preparation and ensure that serving corresponds with the diet list.
- 19.1.4 Ensure that prescribed menu is rotated according to the diet and nutritional needs.
- 19.1.5 Ensure that different diets are served accordingly.
- 19.1.6 Coordinate assignments of cooking personnel in order to ensure economical use of food and timely preparation.
- 19.1.7 Supervising the implementation and alteration of the prescribed menu

19.2 MONITORING HEALTH AND HYGIENE

- 19.2.1 Monitor that equipment's and utensils are adequately issued.
- 19.2.2 Monitor that all tasks pertaining to disinfection cleaning, dusting and refuse removal are performed accordingly.
- 19.2.3 Request fumigation and ensure maintenance of treatment is done monthly.
- 19.2.4 Ensure compliance with OHS standards in the food service unit, (protective clothing, fire extinguishers, first aid kit, and signage boards).
- 19.2.5 Inspect kitchen, dining areas, kitchen utensils and equipment to ensure sanitary standards are met.

19.3 PERFORM ADMINISTRATION SERVICE USERS

- 19.3.1 Ensure that health and safety system of work are implemented and maintained
- 19.3.2 Adhere to cost effective and timeous reporting of incidents in relation to OHS.
- 19.3.3 Check all operational books and work sheets.
- 19.3.4 Plan requests in relation to budget
- 19.3.5 Check food and beverage deliveries also check delivery contents in order to verify goods quantity and quality.
- 19.3.6 Arrange for equipment maintenance and repairs.
- 19.3.7 Coordinate a variety of services such as waste removal and pest control.
- 19.3.8 Maintain equipment inventories and keep inventory records.

19.4 ENSURE DISHING AND SERVING OF SERVICE USERS

- 19.4.1 Monitor dishing, serving and distribution of meals.
- 19.4.2 Ensure cooking, setup, and cleaning after events.
- 19.4.3 Test cooked food by tasting and smelling it in order to ensure palatability and flavour conformity
- 19.4.4 Ensure that measurements are accurate and correct quantities are prepared.

20. CATERING HANDOVER

20.1 COMMODITIES PERISHABLES / NON PERISHABLES

- 20.1.1 The service provider will on the commencement date of the contract take stock of all commodities, perishable and non-perishable. This stock taking will be performed in conjunction with an authorized representative of the Institution and copies shall be prepared in duplicate which will be furnished to:
 - 20.1.1.1 The service provider
 - 20.1.1.2 The Institution Manager
- 20.1.2 Negotiations will take place between the service provider and Institution to purchase the stock on hand, or will arrange for transferring of stock to other

institutions. All Institution stock (not purchased by the Private Company) must be removed from stores and related areas within 7 (seven) days of hand over.

21. EQUIPMENT AND UTENSILS

- 21.1 The service provider representative and the representative of the Institution will take inventory within 1 (one) day after commencement of the contract. Inventory list must be available and be updated when circumstances require.
- 21.2 The service provider with a delegated official of the institution undertake to do an inventory and inspection of all furniture, fixtures, catering equipment and utensils.

22. OWNERSHIP OF STORAGE

- 22.1 The service provider is permitted at its own risk to maintain a stock of foodstuffs and other materials on the premises of the department.
- 22.2 Ownership of the foodstuffs and other materials shall pass from the service provider to the Institution upon issue of proof of payment.
- 22.3 The service provider shall retain ownership of all accounting and control documentations used by it in the performance of its contractual obligations.

23. RIOT, UNREST AND STOCK LOSS

- 23.1 Not with standing the closure of the Institution due to the service user's riot or unrest, the department shall be liable for payments of management fees as determined in accordance with the provision of this contract.
- 23.2 The service provider shall be liable for the rendering of the catering services as tendered irrespective of any riot and / or unrest affecting management staff.
- 23.3 During any period of unrest or riot, the service provider occupies the premises of the department at its own risk and the department shall not be liable for any damage to the service provider's property and equipment.

24. MEALS FOR CATERING STAFF

The service provider shall be responsible for provision of meals to its staff.

25. ESCALATION

- 25.1 All prices agreed upon when the agreement is concluded shall remain unchanged for the first Twelve (12) months. Annual Price escalation will be based on the Gazzeted Consumer Price Index (CPI) and effected on every anniversary of the contract.
- 25.2 The Department reserves the right to negotiate price with the appointed services provider.

ANNEXURE A

FOOD INVOICE FORMAT:

TO: THE DEPARTMENT OF SOCIAL DEVELOPMENT

FROM: (NAME OF SUPPLIER)

ADDRESS: (OF SUPPLIER)

VAT NUMBER: WHERE APPLICABLE

DATE: ACTUAL INVOICE DATE

BANKING DETAILS: SUPPLIER

INVOICE NUMBER: XXX

(INCLUSIVE OF VAT ITEM REQUIREMENTS)

NB: Number of beneficiaries 20 (JB Marks In-Patient Treatment Centre)

TYPE	MEAL	QUANTITY (BENEFICIARY)	UNIT COST	TOTAL
MENU	BREAKFAST			
	AM TEA			
	LUNCH			
	PM TEA			
	DINNER			
	EVENING TEA			
			VAT	
			GRAND TOTAL	

ANNEXURE B
OVERHEADS: INVOICE
FOOD OVERHEAD BREAKDOWN FORMAT:

ITEM	INVOICE OVERHEAD	
CLEANING MATERIALS		
STATIONERY		
MANAGEMENT FEE		
SUNDRY		
SALARIES & WAGES		
OFFICIAL DATE STAMP	TOTAL PER MONTH	
	<u>RANK</u>	<u>SIGNATURE</u>

ANNEXURE C

MENU

(Refer to Annexure E)

ANNEXURE D no. 1

FOOD SPECIFICATIONS LIST

QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

Approved certificates from suppliers of fresh meat, milk/milk products and poultry must be available on the day of commencing delivery on behalf of the caterer.

Summer Menu 1st October – 31st March

Winter Menu 1st April – 30th September

1. MEAT AND MEAT PRODUCTS

- 1.1. No textured vegetable protein will be allowed.
- 1.2. Pure 100% beef/chicken patties must be used.
- 1.3. The mass specified under the minimum required is for raw mass only.
- 1.4. All meat must be ordered in portions and ready to cook.
- 1.5. The fat content of stewing meat served shall consist of not more than 2% visible fat and 18% bone. Only A & B Grade's meat will be accepted.
- 1.6. Beef lean mince must be served for summer and winter menus.
- 1.7. All meat and meat products must be of high quality standard.
- 1.8. Only frozen IQF chicken portions must be purchased to ensure that all patients receive equal cuts.
- 1.9. For chicken stews only chicken breasts or thighs must be used.
- 1.10. For roast chicken: Only Thighs must be used.
- 1.11. A variety of cooking methods must be used when preparing chicken – only 1(one) times per 14 day menu cycle will chicken stew be accepted – the rest must be grilled / fried.
- 1.12. Only the best quality Polony and Vienna's will be accepted. Only sliced cold meats should be purchased.
- 1.13. All fish portions must be prepared e.g. skinless and fillet (without bone).
- 1.14. All chicken products must be Halaal.
- 1.15. When chicken portions and steak are grilled or baked it must be counted according to number of patients.

2. VEGETABLES AND FRUIT

- 2.1. Only choice grade frozen vegetables may be used for vegetable dishes.
- 2.2. Caterer's grade frozen vegetables may be used for soups and stews.
- 2.3. Fresh fruit and vegetables shall be of good standard and quality.

- 2.4. It must be noted that potatoes, sweet potatoes, sweet corn, cut corn, and baked beans (salad beans) as such are not regarded as vegetables products, but as starch products.
- 2.5. "Raw mass" of vegetables shall mean ready prepared – excluding peels, pips, stalks and tops.
- 2.6. All fresh vegetables will be ordered and delivered fresh, ready prepared. Weight of vegetables reflected in food specifications, are for ready prepared items. In case where there are challenges with getting prepared, whole vegetables can be provided following the agreement with the food service manager. Provisioning staff should pre-prepare those whole vegetables.

3. MILK AND MILK PRODUCTS

- 3.1. Full/ low fat milk should be served to all service users in small plastic containers as per the required ml.
- 3.2. No milk blends or coffee creamers / whiteners allowed.

4. BREAD AND STARCH

- 4.1. The preference of the institution regarding fortified brown or whole wheat bread must be adhered to for all service users, except in the case of certain therapeutic diets.
- 4.2. Only sliced bread must be ordered.
- 4.3. One slice of bread should be 30g.
- 4.4. A variety of types of biscuits must be available. Quality/taste must be accepted to service users. Provision must be provided for therapeutic diets. The packaging size of biscuits must not exceed 200g.
- 4.5. Only fortified flour, maize and bread must be used.
- 4.6. Scone or Muffins or rolls may be used as substitutes for bread.

5. COFFEE AND TEA

- 5.1. Provide service users with coffee sachets/sticks, black Ceylon tea envelopes, tea envelopes, white sugar tubes, brown sugar tubes.
- 5.2. Good quality ground or instant coffee to use with not more than 25% chicory.
- 5.3. Only good quality similar or equivalent to rooibos tea to be used.
- 5.4. Good quality Ceylon type blended tea.
- 5.5. No coffee or tea mixes containing milk and sugar may be used.

6. FRUIT JUICE AND WATER

- 6.1. Only 100% pre-packed containers 250ml size pure fruit juice must be used for all menus as well as therapeutic diets. Preferred flavours will be specified by the Institution.
- 6.2. Only purified pre- packed containers 250ml size water must be used for all menus as well as therapeutic diets.

7. MARGARINE

- 7.1. Only full fat margarine bricks must be used for cooking purposes.
- 7.2. Medium fat portions must be served with bread to clients who are allowed to spread their own bread / snack.

8. CEREALS

- 8.1. Ready to serve breakfast cereals must be available in case of strikes / riots/ unrest or request. In such instances the fresh milk portion will be increased to 200ml at no cost.

9. SPREAD /JAM / SUGAR

- 9.1. At least a variety of 2 (two) flavours of jam (excluding syrup) must be served per day. Provision must be made for therapeutic diets e.g. diabetic jam portions.
- 9.2. Bulk jam is required when bread is spread in the foodservice unit.
- 9.3. Only sugar portions will be served to service users. Bulk sugar will only be used for cooking.
- 9.4. Diabetic service users must be served non-nutritive sweetener sachets.
- 9.5. Peanut butter must be easy to spread and should not separate on standing.

10. DESSERT

- 10.1. Provision must be made for normal and therapeutic diet for baked and under baked desserts.
- 10.2. Whole wheat flour and non- nutritive artificial sweeteners must be available for therapeutic diet.
- 10.3. The following items must be available to prepare / serve dessert to specific diets:
 - 10.3.1. Oat – bran
 - 10.3.2. Ice cream
 - 10.3.3. Diabetic canned fruits

11. HOME MADE SOUP (winter menu)

- 11.1. Must contain a basis of grated vegetables and thickened / flavored with soup powder.
At least 4 (four) different types of soups must be served on a 14 day winter menu cycle.

12. COOKING OIL

- 12.1. Cooking oil will be used for deep and shallow frying purposes only.
- 12.2. Service provider must test used cooking oil, before re- using to ensure that it is still safe for human consumption.

13. RAW MASS OF MENU ITEMS DOES NOT INCLUDE:

- 13.1. Margarine / oil for cooking purposes
- 13.2. Spices for cooking purposes
- 13.3. Garnish for cooking purposes
- 13.4. Thickening agents for cooking purposes
- 13.5. Vegetables for uses in soups and stews
- 13.6. Milk for custard, white sauce, ext.
- 13.7. Juice for salads.

14. SERVING OF FOOD

- 14.1. A sample plate must be dished for portion control purposes.
- 14.2. The food service manager and private catering manager must taste the prepared food before dishing up to ensure the good quality and flavor.
- 14.3. Substitute for specific diets e.g. no fish/egg/red meat/ chicken must be served with no extra cost and portions will be according to the menu.
- 14.4. All pre-plated food must have a proper edible garnish. Garnish must be indicated on the menus and does not include salt, pepper, chutney, tomato/ Worcester sauce sachets.

15. CULTURAL HABITS

- 15.1. Cultural differences must be taken into consideration at all times to ensure client satisfaction.
- 15.2. Muslim, Kosher, Hindu and 7th Day Adventists with special dietary request must be accommodated if circumstances require **DELIVERY ADDRESS**.

ANNEXURE E

NB: MENU FOR WEEK 1 TO TALLY WITH MENU FOR WEEK 3
MENU FOR WEEK 2 TO TALLY WITH MENU FOR WEEK 4

WINTER MENU

Week 1 cycle												
	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday	Spec	Saturday
BREAKFAST	80g	Maize meal soft porridge	80g	Maltabella	80g	maize meal soft porridge	80g	Oats	80g	maize meal soft porridge	80g	All bran flakes
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	3x25g	Fish fingers	90g	Vienna	100g	Lean mince	100g	Fish cakes	50g	Fried egg	90g	Beef sausage
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
AM TEA	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
LUNCH	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water
	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Minced meat	150g	Beef stew	210g	Roast Chicken	150g	Roast beef	200g	Beef burger	150g	Savoury mince
	100g	Spaghetti	80-20g	Samp & Beans	100g	Rice	100g	Samp	2 piece	Burger bun	100g	Macaroni
	100g	Mixed veg	135g	Beetroot salad	180g	Pumpkin	90g	cauliflower with cheese sauce	200g	Tossed salad	90g	Country mix vegetables
												Beetroot salad

	180g	Baked butternut	80g	Stewed Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g	Chakalalaka	180g	Hubbard squash	90g	Stewed green beans
PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Short bread biscuit	30g	Crunchy biscuits	30g	Lemon creams biscuit	30g	Chocolate Chip Biscuit	30g	Ginger biscuit	30g	Tennis biscuit	30g	Marie biscuit
	200ml	Beef soup	200ml	Chicken soup	200ml	Mushroom soup	200ml	Vegetable soup	200ml	Minestrone soup	200ml	Lentil soup	200ml	Beef & vegetable soup
SUPPER	210g	Grilled chicken	150g	Baked/fried/grilled hake	150g	Boerewors	150g	Chicken Schnitzel	210g	Grilled chicken thighs	150g	Baked/fried/grilled hake	150g	Beef goulash
	100g	Pap	280g	Chips	100g	Pap	200g	Mashed potato	100g	Rice	200g	Mash potato	100g	Pap
	150 + 70	Stewed spinach	100g	Carrot salad	150g	Stewed cabbage	100g	Country mix vegetables	135g	Beetroot salad	100g	Coleslaw	90g	Stewed carrots roundels
	60ml	Chicken Gravy	20ml	Tartar sauce	60ml	Gravy	60ml	Jelly & custard	120+100	Fruit salad & custard	60 ml	Tartare sauce	80 + 100	Malva pudding & custard
	80g	Milk tart	80 + 100	Malva pudding & custard	125+15	Instant pudding & jelly	15g+100 ml	Jelly & custard	120+100	Fruit salad & custard	80g	Apple crumble tart	80 + 100	Malva pudding & custard
EVENING TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece	Bread roll	2 pieces	Pancake	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	5g	Syrup	8g	Margarine
	30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna			30g	Cheese & Tomato

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH: FRUITS MUST BE SERVED ACCORDING TO SEASONAL AVAILABILITY AND MUST BE A VARIATION. BOILED EGG, FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2 X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH ALL MEALS.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

ANNEXURE E WINTER MENU														
Week 2 cycle														
	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday	Spec	Saturday	Spec	Sunday
BREAKFAST	60g	Maltabella	80g	maize meal soft porridge	60g	Oats	30g	Maltabella	80 g	Corn flakes	80g	maize meal soft porridge	60g	Maltabella
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	200ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	75g(1.5)	Scrambled egg	100g	Fish cake	100 g	Lean mince	30/50g	Bacon and egg	90g	Chicken sausage	3x25g	Fish fingers	60g	Fried egg
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	30g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	3g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
AM TEA	1 portion	Fresh fruit	1 portion	Fresh fruit	1 portion	Fresh fruit	1 portion	Fresh fruit	1 portion	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	Bottled purified water
250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	Fruit juice
150g	Chicken schnitzel	150g	Grilled steak	150g	Beef stew	150+100	Beef Lasagna	150g	Baked/fried/grilled hake	120g	Grilled boerewors	150g	Baked chicken thigh	Baked chicken thigh
100g	Rice	100g	Stiff maize	100g	Samp			200g	Mash potatoes	100g	Stiff maize	100g	Savoury rice	Savoury rice
90g	Steamed peas	150 + 70	Stewed spinach	135g	Beefroot	110g	Tossed salad	90g	Buttered peas	140g	Braised cabbage	170g	Creamed spinach	Creamed spinach
180g	Butternut	130g	Sweet and sour carrot salad	80+30	Stewed Green beans	110 g	Baked butternut	100g	Glazed carrot	130g	Chakalaka Salad	180g	Baked butternut	Baked butternut
60ml	Chicken sauce	60ml	Brown Gravy					20ml	Tartar sauce	60ml	Tomato& onion relish / gravy	60ml	Chicken gravy	Chicken gravy
LUNCH														

PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	500ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
SUPPER	30g	Peanut butter biscuits	30g	Coconut biscuits	30g	Ginger biscuit	30g	Chocolate Crunchy Biscuit	30g	Wafer biscuit	30g	Chocolate chip biscuits
	200ml	Beef soup	200ml	Mushroom soup	200ml	Chicken & vegetable soup	200ml	Minestrone soup	200ml	Lentil soup	200ml	Beef & vegetable soup
	150g	Mince meat	210g	Baked chicken	150g	Baked/fried/grilled hake	210g	Chicken stew (thighs)	150g	Beef stew	150g	Chuck steak
EVENING TEA	100g	Spaghetti	100g	Maize rice	200g	Potato wedges	100g	Rice	1000g	Samp	100g	Maize Rice
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad	135g	Coleslaw	170g	Creamed Spinach	135g	Beetroot salad	80g	Country mixed vegetables
	80+ 100ml	Apple pudding & custard	125+15	Instant pudding & jelly	100ml	Banana custard	30 + 100ml	Maize pudding & custard	80g	Telephone pudding	15+100	Jelly & custard
EVENING TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Chicken gravy	20ml	Tartar sauce	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	60ml	Chicken gravy
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk
EVENING TEA	2 portions	Muffin	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	2 portions	Scones	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	30g	Cheese	20g	Polony	15g	Jam	50g	Egg mayonnaise	30g	Cheese & Tomato

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO SEASONAL AVAILABILITY AND MUST BE A VARIATION. BOILED EGG, FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2 X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH ALL MEALS.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

ANNEXURE E

NB:MENU FOR WEEK 1 TO TALLY WITH MENU FOR WEEK 3
MENU FOR WEEK 2 TO TALLY WITH MENU FOR WEEK 4

SUMMER MENU

Week 1 cycle

Spec	Monday	Tuesday	Wednesday	Thursday	Friday	Spec	Saturday	Spec	Sunday
80g	Oats	Maltabella	maize meal soft porridge	Oats	maize meal soft porridge	80g	All bran flakes	80g	Oats
100ml	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	100ml	Low fat milk	100ml	Low fat milk
20g	Sugar	Sugar	Sugar	Sugar	Sugar	20g	Sugar	20g	Sugar
3x25g	Fish fingers	Vienna	Lean mince	Fish cakes	Fried egg	90g	Beef sausage	60/50	Bacon and egg
60g (2 slices)	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
8g	Margarine	Margarine	Margarine	Margarine	Margarine	8g	Margarine	8g	Margarine
15g	Jam	Jam	Jam	Jam	Jam	15g	Jam	15g	Jam
2.5-5g	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
20g	Sugar	Sugar	Sugar	Sugar	Sugar	20g	Sugar	20g	Sugar
50ml	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
1 portion	Fresh fruit	Fresh fruit	Fresh fruit	Fresh fruit	Fresh fruit	1 portion	Fresh fruit	2 pieces	Fresh fruit
250ml	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottle d water	Bottled purified water	Bottle d water	Bottled purified water
250ml	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
150g	Mince meat	Beef stew	Roast Chicken	Roast beef	Beef burger	200g	Savoury mince	210g	Chicken curry
100g	Spaghetti	Samp & Beans	Rice	Samp	Burger bun	2 piece	Macaroni	100g	Maize rice

100g	Mixed veg	135g	Beetroot salad	180g	Pumpkin	50g	cauliflower with cheese sauce	200g	Tossed salad	90g	Country mix vegetables	135g	Beetroot salad
180g	Baked butternut	80g	Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g	Chakalalaka	180g	Hubbard squash	90g	Stewed green beans
				60ml	Gravy	60ml	Gravy			60ml	Chicken gravy		
2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
30g	Short bread biscuit	30g	Crunchy biscuits	30g	Lemon creams biscuit	30g	Chocolate Chip Biscuit	30g	Ginger biscuit	30g	Tennis biscuit	30g	Marie biscuit
210g	Grilled chicken	150g	Baked/fried/grilled hake	150g	Boerewors	150g	Chicken Schnitzel	210g	Grilled chicken thighs	150g	Baked/fried/grilled hake	150g	Beef goulash
100g	Pap	200g	Chips	100g	Pap	200g	Mashed potato	100g	Rice	200g	Mash potato	100g	Pap
150 + 70	Stewed spinach	100g	Carrot salad	150g	Braised cabbage	100g	Country mix vegetables	135g	Beetroot salad	100g	Coleslaw	90g	Chakalaka
60ml	Chicken Gravy	20ml	Tartar sauce	60ml	Gravy	60ml				60 ml	Tartare sauce		
120+100	Fruit salad & custard	80 + 100	Malva pudding & custard	125+15	Instant pudding & jelly	15g+10 Cml	Jelly & custard	120+100	Fruit salad & custard	125+15	Ice cream & chocolate sauce	80 + 100	Malva pudding & custard
2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece	Bread roll	2 pieces	Pancake	60g (2 slices)	Brown bread
8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna	5g	Syrup	30g	Cheese & Tomato

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO SEASONAL AVAILABILITY AND MUST BE A VARIATION. BOILED EGG, FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH ALL MEALS.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

SUMMER MENU

JOB MARKS TREATMENT CENTRE: CATERING SERVICES SPECIFICATION

	60ml	Chicken sauce	60ml	Brown Gravy					20ml	Tartar sauce	60ml	Tomato& onion relish / gravy	60ml	Chicken gravy
PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	500ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Peanut butter biscuits	30g	Coconut biscuits	30g	Ginger biscuit	30g	Chocolate Crunchy Biscuit	30g	Wafer biscuit	30g	Chocolate chip biscuits	30g	Shortbread biscuits
SUPPER	150g	Mince meat	210g	Baked chicken	150g	Baked/fried/grilled hake	210g	Chicken stew (thighs)	150g	Beef stew	150g	Chuck steak	150g	Fried hake
	100g	Spaghetti	100g	Maize rice	200g	Potato wedges	100g	Rice	1000g	Samp	100g	Maize Rice	200g	Potato wedge
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad	135g	Coleslaw	170g	Creamed Spinach	135g	Beetroot salad	80g	Country mixed vegetables	110g	Green salad
	125g	Fruit jelly whip	125+15	Instant pudding & jelly	100ml	Banana custard	80 + 100	Malva pudding & custard	80g	Apple crumble / milk tart	15+100	Jelly & custard	180g	Ice cream & chocolate sauce
EVENING TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Chicken gravy	20ml	Tartar sauce	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	2 portions	Muffins	60g (2 slices)	Brown bread	8g	Brown bread	2 portions	Scones	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	30g	Cheese	20g	Polony	15g	Jam	50g	Egg mayonnaise	30g	Cheese & Tomato	20g	Polony

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO SEASONAL AVAILABILITY AND MUST BE A VARIATION. BOILED EGG, FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2 X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH ALL MEALS.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES: TO BE COMPLIED WITH

ANNEXURE E.1

FOOD SPECIFICATIONS LIST OF EQUIVALENTS

QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

All items are indicated as raw mass except when indicated otherwise.

Food item		Equivalent	
STARCH			
280g	Potatoes or other commodity according to menu	200g	Baked beans canned
		200g	Sweet corn canned
		200g	Cut corn frozen
		80g	Dried beans / lentils / peas
		120g	Samp / 40g bean mix
90g	Maize meal	120g	Mabele
BREAKFAST PORRIDGE			
60g	Maize meal	60g	Cornflakes
		60g	Weetbix
BEVERAGES			
1.5g	Tea/	5g	Milo
2.5g	Coffee	1.5g	Rooibos tea
MILK			
200ml	Fresh, low-fat cream	175ml	Plain / Flavored yoghurt
		200ml	Buttermilk
		200ml	2% Low fat milk
JAM			
20g	Unportioned	15g	Jam portion (tub)
BREAD			
30g	Slice brown bread	50g	Scones
			Roll (hamburger bun)
MEAT /FISH/POULTRY			
150G	Pork	150g	Chuck
200g	Chicken portion	130g	Breast fillet
100g	Beef mince		
150g	Hake portions – ready battered	120g	Hake fillet – prepare own batter

Vegetables

– ready pre-pared weight

1 portion equals:**(vegetables used for meat stews is not included)**

Vegetable		Menu D Children 4-18years
Beetroot	Fresh	160g
Cabbage	Fried	140g
	Salad	100g
	Stew + potato	120g+50g
Carrots	Fresh without tops	130g
	Frozen	80g
	Salad	100g
	Stew + potato	100g+30g
Gems	Fresh	180g
Green beans	Canned	150g
	Frozen	80g
	Stew + potato	80g+30g
Green peas	Canned	100g
	Frozen	65g
Mixed Vegetables	Canned	150g
	Frozen	80g
Pumpkin	Fresh	180g
Spinach	Stew + potato	170g+50g
Tossed salad can contain any (3/4) mixture of onions, tomatoes, lettuce, cucumber, pineapple		100g

FRUIT		
FRUIT		
Apples	Canned	100g
	Fresh	120g-150g
Banana	Fresh	150g-180g
Grapes	Fresh	120g
Guavas	Canned	2x50g=100g
	Fresh	160g-200g
Oranges	Fresh	200g-250g
Peaches	Canned	2x50g =100g
	Fresh	120g-150g
Pears	Canned	2x50g=100g
		120g-150g
Naartjies	Fresh	120g-150g
Melons	Fresh	250g-300g
Watermelons	Fresh	250g-300g
Fruit Salad must contain at least 3-4 fruits	Fresh	140g
	Canned	100g

ANNEXURE F

DETAILS OF DESIGNATED ALLOCATED STAFF (INSTITUTION STAFF)

1. Food Service Manager x 1

SCHEDULE A

INSTITUTION FINANCIAL SUMMARY

Tender Number :
Name of Tender :
Institution :
Contract Period : 36 Months

TENDER PRICES IN SA CURRENCY
INCLUSIVE OF VAT (WHERE APPLICABLE)

ESTIMATED FOOD COSTS	COST PER MONTH	COST PER YEAR
Menu Week 1		
Menu Week 2		
Menu Week 3		
Menu Week 4		
GRAND TOTAL		

NB: FROM THE FIRST DAY OF THE MONTH UNTIL THE LAST DAY

SCHEDULE B

TENDERER'S OWN PERSONNEL DAILY FOOD COST SUMMARY

Tenderer :
Institution :
Tender :
Contract Period : 36 MONTHS

POSITION	SALARY WAGES	ALLOWANCES			TOTAL PACKAGE	NUMBER OF STAFF	TOTAL COST PER MONTH	TOTAL COST PER YEAR
		PENSION	PROVIDENT FUND	BONUS				
MANAGER/ SUPERVISOR						01		
FOOD AID						02		
GRAND TOTAL						03		

NB: THE SERVICE PROVIDER MUST ENSURE THAT THERES ONE MANAGER/SUPERVISOR AND TWO FOOD AID AT ALL REQUIRED TIME

SCHEDULE C
CALCULATION OF OVERHEAD STRUCTURES
INCLUSIVE OF VAT

Tender Number :
 Name of Bidder :
 Institution :
 Contract Period : 36 Months

MANAGEMENT AND OTHER INCIDENTAL CHARGES INCLUSIVE OF VAT (WHERE APPLICABLE)	COST PER MONTH	COST PER YEAR
CLEANING		
STATIONARY		
MANAGEMENT FEE		
SUNDRY		
GRAND TOTAL		

- Transfer to “Fixed overhead” on Financial Summary

SUMMARY OF SCHEDULES

NO DESCRIPTION		TOTAL COST FOR A YEAR
1.	TOTAL COST FOR SCHEDULE A	
2.	TOTAL COST FOR SCHEDULE B	
3.	TOTAL COST FOR SCHEDULE C	
GRAND TOTAL		

26. INSPECTIONS

26.1 All prospective Tenderers shall visit the Institutions and acquaint themselves with the facilities and circumstances.

27. BID ENQUIRIES

Contact Person: Supply Chain Management related matters:

Name: Mr T Lebeko

Contact: (018) 388 5487

Email: tlebeko@nwpg.gov.za

Ms Catherine Disebo Monyemore

TEL: (018) 294 – 3504

Email: cmonyemore@nwpg.gov.za

Mr Mmusi William Malongoa

TEL: (018) 294 – 3504

Email: mmalonga@nwpg.gov.za

NB: All enquires must be in writing

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	NW/DSD/01/2024	CLOSING DATE:	2024/07/31	CLOSING TIME:	11H00
DESCRIPTION	PROVISIONING OF CATERING SERVICES TO SUBSTANCE USE DISORDER CLIENTS AT JB MARKS INPATIENT TREATMENT CENTRE - THIRTY SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
FIRST FLOOR UNIVERSITY DRIVE					
PROVIDENT HOUSE BUILDING					
SUPPLY CHAIN MANAGEMENT DIRECTORATE					
NORTH WING ENTRANCE, MMABATHO 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR T. LEBEKO		CONTACT PERSON	Ms C.D MONYEMORE	
TELEPHONE NUMBER	018 388 5487		TELEPHONE NUMBER	018 294 – 3504	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tlebeko@nwpq.gov.za		E-MAIL ADDRESS	cmoneyemore@nwpq.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?	*YES/NO	
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
-	Delivery:	*Firm/not firm	

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

P_a	=	The new escalated price to be calculated.
$(1-V)P_t$	=	85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
$D_1, D_2...$	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D_1, D_2...$ etc. must add up to 100%.
$R_{1t}, R_{2t}.....$	=	Index figure obtained from new index (depends on the number of factors used).
R_{1o}, R_{2o}	=	Index figure at time of bidding.
VP_t	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

[illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium² will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

SPECIFIC GOALS DECLARATION IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

BIDS

This specific goals form must form part of all bids. It contains general information required by legislation and serves as the declaration for the specific goals claimed by the bidder.

NB: IN COMPLETING THIS FORM, BIDDERS MUST BE AWARE OF THE CONDITIONS OF TENDER, GENERAL CONDITIONS OF CONTRACT, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOODS PRACTICE.

1. GENERAL CONDITIONS

- 1.1 The following point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
 - 1.2.1 Price; and
 - 1.2.2 Specific goals.
- 1.3 The points for price and the points for specific goals will be added and subject to section 2(1)(f) of the PPPFA, the award will be to the bidder that scores the highest points.
- 1.4 Failure on the part of a bidder to declare or submit proof when requested, will be interpreted to mean that points for specific goals are not claimed.
- 1.5 The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required.

2. DEFINITIONS

- 2.1.1 "**Acceptable bid**" means a bid which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.
- 2.1.2 "**Black people**" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)
- 2.1.3 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.1.4 "**Central Supplier Database**" means the database managed by National Treasury at www.csd.gov.za.
- 2.1.5 "**CIPC**" means the Companies Intellectual Property Commission.
- 2.1.6 "**Disabled person**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in possession of a proof of disability.
- 2.1.7 "**EME**" means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- 2.1.8 **"Locality"** means that the enterprise has either its head office or an operational office located in that location AND they are in possession of proof of locality.
- 2.1.9 **"Military Veteran"** has the meaning assigned to it in Section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
- 2.1.10 **"Proof of Disability"** means:
- 2.1.10.1 A CSD report will be used to verify disability ownership.
- 2.1.11 **"Proof of Locality"** means:
- 2.1.11.1 CIPC certificate showing the company name and address.
- 2.1.12 **"Proof of Ownership"** means:
- 2.1.12.1 The % ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).
- 2.1.13 **"Proof of B-BBEE status level of contributor"** means:
- 2.1.13.1 B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);
- 2.1.13.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.1.13.3 A CIPC B-BBEE certificate; or
- 2.1.13.4 Any other requirement prescribed in terms of the B-BBEE Act.
- 2.1.14 **"Proof of Military Veteran"** means a:
- 2.1.14.1 A CSD report will be used to verify military veteran ownership.
- 2.1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.1.16 **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.1.17 **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.
- 2.1.18 **"SARS"** means the South African Revenue Service.
- 2.1.19 **"Specific Goals"** means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
- 2.1.20 **"SANAS"** means the South African National Accreditation System.
- 2.1.21 **"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

2.1.22 "Youth" means persons between the ages of 14 and 35.

3. PRICE FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE - THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of the bid or bid under consideration

Pt = Price of the bid or bid under consideration

Pmin = Price of lowest acceptable bid or bid

3.2 PRICE FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING CONTRACTS

3.3 POINTS AWARDED FOR PRICE

A maximum of 80

80/20

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

Where

Ps = Points scored for price of the bid or bid under consideration

Pt = Price of the bid or bid under consideration

Pmax = Price of highest acceptable bid or bid

4. DEPARTMENT OF SOCIAL DEVELOPMENT SPECIFIC GOALS

4.1 The points awarded for price will be added to the points for Specific Goals.

4.2 The department specific goals as they relate to Bids includes the following:

4.2.1 To award bids to enterprises owned by black people.

4.2.2 To award bids to enterprises located in the Province of North West, or where required, the specific village, rural area, township, local municipality or district municipality for work to be done or services to be rendered in that area.

4.2.3 To award bids to enterprises owned by black women.

4.2.4 To award bids owned by people with disability.

4.2.5 To award bids to enterprises owned by the black youth.

4.2.6 To award bids to enterprises owned by black military veterans.

4.2.7 To award bids to black owned SMMEs.

4.2.8 To award bids to black owned cooperatives.

- 4.3 As the bids process is initiated by the department to invite prospective bidders, the above will be used to invite bidders that fall into the above categories of preference.

5. POINTS AWARDED FOR SPECIFIC GOALS FOR THIS BID

- 5.1 The following Specific Goals and points apply to this bid:

Specific Goals in terms of PPR2022	Points out of 20 for the 80/20 system	Points Claimed
The B-BBEE certificate is used as a measurement instrument for enterprise owned by black people • B-BBEE status level 1 = 10 points. • B-BBEE status level 2 = 09 points. • B-BBEE status level 3 = 06 points • B-BBEE status level 4 = 05 points • B-BBEE status level 5 = 04 points • B-BBEE status level 6 = 03 points • B-BBEE status level 7 = 02 points • B-BBEE status level 8 = 01 points	10 max	
Enterprises based in the locality where the goods and service are needed (see table 5.2)	4 max	
• Enterprises owned by women	1	
• Enterprises owned by people with disability	2	
• Enterprises owned by military veterans	1	
• Enterprises owned by youth	1	
• Cooperatives owned by black persons	1	
TOTAL:	20 max	

5.1.2 Bidders must attach a valid BBBEE certificate or a sworn affidavit certified by a Commissioner of Oaths.

5.1.3 The BBBEE certificate must be issued by SANAS accredited verification agency or Companies and Intellectual Property Commission (CIPC)

- 5.2 Where reference is made to Locality, the following location and points apply: Choose only one

Specific Goal	Location (if applicable) as per CIPC certificate	Max Points 4	Points Claimed
Rural / Township / Village		4	
Local Municipality		2	
District Municipality		1	

- 5.2.1 Bidders must choose only one of the above (only one proof to be attached for location, either a rural/ township/ village, Local Municipality or Any area within a District Municipality)
- 5.2.2 Locality. The points claimed for locality will be allocated as stipulated on table 5.2 if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then zero points must be claimed.
- 5.2.2.1 Note that if the department requests proof of location, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be mis-representation and the department will begin the remedy outlined below.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm.....
- 6.2. Company registration number:
- 6.3. CSD Number: MAAA.....
- 6.4. TYPE OF COMPANY/ FIRM

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

7. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, declare the points claimed and I / we acknowledge that:

- 7.1 The information furnished is true and correct;
- 7.2 The points claimed are in accordance with the General Conditions as indicated in paragraph 1, 2 and 5 of this declaration;
- 7.3 In the event of a contract being awarded as a result of points claimed and any other information at the disposal of the Department of Social Development, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.4 If the points claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not

exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

	
	SIGNATURE(S) OF BIDDERS(S)
SURNAME AND NAME:	
DATE:	
ADDRESS	
	
	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

security

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts

21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices

32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

security

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

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

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

Js General Conditions of Contract (revised July 2010)