



COVER PAGE

Bid No.	CoGTA (T) 02/2015	
Bid Description	PROVISION OF CATERING SERVICES TO THE DEPARTMENTS OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA) FOR A PERIOD OF TWENTY FOUR (24) MONTHS	
Contact Person/s:		Ms. Mmamashita Moela and Mr. Kwazi Tshezi
Technical Terms of reference:	Name:	Ms. Mmamashita Moela
	Telephone No:	(012) 334 4707
	Email address:	MmamashitaM@coqta.gov.za
Bid Procedures:	Name:	Mr. Sandiso Mabija or kwazi Shezi
	Telephone No:	(012) 334 0823/4 or (012) 334 0848
	Email address:	SandisoM@coqta.gov.za or KwaziT@coqta.gov.za
Compulsory bid briefing	Venue, Date and Time	508 Johannes Ramokhoase Streets, Room 501, Nosa Building, 21 January 2016 at 10:00
Closing time and date for bid and venue	Time and Date:	11:00 on the 04 February 2016 at No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Foyer
	Condition	Bids received after the closing time and date will not be accepted for consideration. Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Cooperative Governance.
Delivery address and conditions for delivery of bids	Delivery address:	No. 87, c/o Hamilton and Johannes Ramokhoase Streets, Pretoria, Arcadia (Bid Box is placed in the Foyer at the ground floor)
		Bidders must ensure that the bids are delivered timeously to the correct address and directly to the bid box. The department will not take any responsibility for late mailed bids. The bid box is open from Monday to Friday – 08h00 to 16h30

- The SBD 1 and all other application forms attached as Part 4 must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

DCoG	Means the Department of Cooperative Governance.
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Special instructions and notices to bidders regarding the Completion of bidding forms and Authority to sign the bid. ○ Part 3 which details the Terms of Reference relating to the service ○ Part 4 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Terms of Reference;
Specifications /Terms of Reference	means the specifications or terms contained in Part 3 of this invitation to bid;

INVITATION TO BID

**THE FOLLOWING PARTICULARS MUST BE FURNISHED IN FULL
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS R.....

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO

[IF YES ENCLOSE

PROOF]

SIGNATURE OF BIDDER.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 4) with its bid. Bidders must take careful note of the special conditions.

2.2 **All bids submitted in reply to this invitation to bid, should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required.**

2.3 **It is a requirement that an original valid Tax Clearance Certificate be submitted with the bid.**

2.4 In the event that any form or certificate provided in Part 4 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. COMPULSORY BID BRIEFING/SESSION

The details of the compulsory briefing session are indicated on the cover page of the bid. Bidders who did not attend and sign the attendance register will be disqualified.

6. TAX CLEARANCE

The bidder must submit an original valid tax clearance certificate together with this bid documentation. A pro forma application for Tax Clearance Certificate (SBD 2) is attached as Part 4 – Schedule C. Bidder must take specific note of the conditions stipulated in SBD 2. Tax clearance certificate and B-BBEE certificate must be renewed every 12 months and must be submitted to Supply Chain Management.

7. PRICING

7.1 The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 4 – Schedule C which completed form/s must be submitted together with the bid documents.

7.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX**

7.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 4 – Schedule D

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 4 – Schedule E.

9. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2011.

The bidder must complete the preferential points claim form and sign accordingly to submit with the bid. The preferential points claim form is attached as Part 4 – Schedule F.

10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (SBD 8) is attached as Part 4 – Schedule G

11. CERTIFICATE OF INDEPENDENT BID DETERMINATION

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (SBD 9) is attached as Part 4 – Schedule H

12. EXPERIENCE OF BIDDERS

Bidders must submit detailed information together with their bid and disclose the experience in the relevant trade together with present contracts. These details should be submitted together with the bid proposal.

13. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part of the bid documents for the organizational structure.

14. CONSORTIUM / JOINT VENTURE

- 14.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 14.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
 - 14.2.1 It shall be signed so as to be legally binding on all consortium members;
 - 14.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
 - 14.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DCoG, and receive instructions for and on behalf of any and all the members of the consortium.
 - 14.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
 - 14.2.5 Each party to the Consortium must submit all the relevant documents necessary to meet the minimum requirements of the bid.
 - 14.2.7 Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

15. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service. These details should be submitted as part of the bidding documents.

16. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office base in the province (see Part 4 of bid forms and related documentation). These details should be provided on the form attached as Part 4 – Schedule I which completed form, must be submitted together with the bid.

17. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **(90)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

18. ACCEPTANCE OF BIDS

The DCoG does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department.

19. NO RIGHTS OR CLAIMS

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DCoG. The DCoG reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 The DCoG, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the DCoG.

20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

21. ACCURACY OF INFORMATION

21.1 The information contained in the invitation to bid has been prepared in good faith. The DCoG nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

21.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

22. COMPETITION

22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

- 22.1.1 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.1.2 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.
- 22.1.3 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

23. RESERVATION OF RIGHTS

- 23.1 Without limitation to any other rights of the DCoG (whether otherwise reserved in this invitation to bid or under law), the DCoG expressly reserves the right to:-
 - 23.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
 - 23.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
 - 23.1.3 Reject all responses submitted by bidders and to embark on a new bid process;
 - 23.1.4 The Department may request the shortlisted bidders to present their proposals to the Bid Committee;
 - 23.1.6 To verify information provided for references to claim points;
 - 23.1.7 To disqualify any tender/bidder who misrepresented information to claim points and
 - 23.1.8 The Department reserve a right to award this tender to more than one bidder.

PRE – QUALIFICATION

1.1	Bid Document - All pages must be completed and signed (where signature is required) by the Bidder
1.2	Invitation to bid must be Completed and signed (SBD 1)
1.3	Original and valid Tax Clearance Certificate must be attached as stipulated (SBD 2)
1.4	Pricing Schedules must be fully completed and signed (SBD 3.3)
1.5	Declaration of Interest must be fully completed and signed (SBD 4)
1.6	Preference Points Claim Forms must be fully completed and signed (SBD 6.1)
1.7	Declaration of Bidder's Past Supply Chain Management Practices must be fully completed and signed (SBD 8)
1.8	Certificate of Bid Determination must be fully completed and signed (SBD 9)
1.9	Details of Bidder's nearest office must be fully completed and signed (Schedule I)
1.10	Declaration that information provided in this bid is true, correct and up to date (Schedule J)
1.11	Health certificate for the premises in which food will be prepared.
FAILURE TO COMPLY WITH THE ABOVE MENTIONED PRE-QUALIFICATION INSTRUCTIONS WILL LEAD TO DISQUALIFICATION	

PART 2

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS AUTHORITY TO SIGN THE BID

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
2. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
3. Bids submitted must be complete in all respects.
4. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
5. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
6. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
7. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
8. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
11. Any alteration made by the bidder must be initialled.
12. Use of correcting fluid is prohibited.
13. Bids will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

FAILURE TO COMPLY WITH THE ABOVE MENTIONED INSTRUCTIONS MAY LEAD TO YOUR PROPOSAL BEING REJECTED

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....

(PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

.....

WITNESSES: 1

DATE:.....

2

DATE:.....

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION:.....
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY: **DATE:**.....

WITNESSES: 1 DATE:.....

2 DATE:.....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at
Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

DATE:.....

2

DATE:.....

F. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....

Part 3



cooperative governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

<p>PROVISION OF CATERING SERVICES TO THE DEPARTMENTS OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA) FOR A PERIOD OF TWENTY FOUR (24) MONTHS</p>

1. PURPOSE OF BID

CoGTA intends contracting more than one service provider for the provision of catering service/s as and when required for a period of twenty four (24) months to provide meals, refreshments, services and equipment as required for functions and meetings held at CoGTA.

2. INTRODUCTION

One of the strategic objectives of the Directorate: Facilities Management is to enhance customer services and service delivery. In doing so it is essential to provide a catering support service to CoGTA in order to achieve the goals and objectives of the Departments. It is thus essential that the services contracted are of a high quality, efficient and effective in meeting such goals.

3. SCOPE OF CATERING SERVICES

- 3.1 The contract period is for five months.
- 3.2 In the rendering of this service, CoGTA catering needs may vary according to the type of functions namely:
 - 3.2.1 General Meetings, Where CoGTA stakeholders are involved: ranging from 5 people and above where general catering including utensils and crockery and in some cases linen is required.
 - 3.2.2 Executive meetings, such as Ministerial meetings, MinMec, QRM, etc: 5 and above where executive catering is required, ranging from single course to three course meals.
 - 3.2.3 Exceptional catering needs: In some instances the service provider may be required to render a catering service for the two Departments although not on CoGTA premises, hence the services required may include the setting up for the function, equipment hire including tables, chairs etc, waiter services etc as and when required.

4. DELIVERABLES

- 4.1 CoGTA expects the successful bidder (s) to render the following services in respect of this service as follows, however bidders must indicate to what extent the requirement will be met/complied with:

General specifications for meetings	Quality/ quantity	Time-frame	Capacity to comply with requirement	
			Yes	No
1. All utensils such as crockery, cutlery, glasses and table cloths must be provided	Clean, high quality as required	30 min before the meeting commences		
2. Preparation and lay-out of tables	As required	30 min before the meeting commences		
3. Bain-maries and / or hot trays for hot food must be provided	Good clean operational order as required	30 min before the meeting commences		
4. Food must be delivered and served hot and on time as indicated / arranged	High quality, sufficient quantity as required	30 min before the meeting commences		
5. Provide waiter(s) to serve food, maintain hygienic standards at all times and to ensure that the serving and other related areas are cleaned up afterwards	As required as per instruction	Prior and after meetings		
6. Ability to provide catering services to CoGTA during normal working hours	As required as per instruction	Within 24 hours of receipt of order		
7. Ability to provide catering services to CoGTA during normal working hours				
8. Ability to provide meals based on specifications indicated as Item 2 on menus guideline attached hereto	As required	Within 12-24 hours of request		

Specifications for special functions	Quality/ Quantity	Time-frame	Capacity to comply with requirement	
			Yes	No
1. Tables, chairs, table cloths, crockery, cutlery, glasses etc must be provided / delivered and be collected / cleaned up afterwards	As required	2 hrs prior and after function		
2. Flower arrangements as well as décor according to the theme of the day must be provided	As required	2 hrs prior to function		
3. Layout of tables	As required	2 hrs prior to function		
4. Provide waiters and other staff for the function	As required	As required		
5. No food to be prepared on COGTA premises except braai (side dishes to be prepared off site)	High quality food prepared off site and on site only with respect to braais	N/A		
6. Ability to provide catering services within 24 hours from time of official order.	As required	As required		
7. Ability to provide sample menus and in advance for the approval of COGTA	As required	Within 24 hrs of request		

5. SPECIAL CONDITIONS OF BID

5.1 Health Certificate

Failure to submit a Health Certificate will immediately disqualify a bid. Short listed bidders will be visited by officials, which will include a short site inspection, which forms part of the evaluation system. Note that this site visit will be unscheduled.

5.2 CoGTA may award the contract to more than one service provider on a shared bases due to the number of meetings or the level of the delegations being served at the meeting at a particular time. CoGTA will monitor the orders and total expenditure per service provider through service level agreement in the case whereby more than one (1) service provider is utilized.

5.3 Failure to submit documentary proof and supporting documents will invalidate the relevant bid.

5.4 Payment for services rendered satisfactorily will be made by CoGTA within 30 days from receipt of a correct invoice.

- 5.4 No deposits or advance payments will be made by CoGTA for services to be rendered in terms of this contract.
- 5.6 No food may be prepared on CoGTA premises,
- 5.7 Only glass, stainless steel or ceramic containers may be utilized for serving food.
- 5.8 Meals for special dietary requirements (clearly marked/labelled) must be supplied as and when requested; (refer to 3.3.2)
- 5.9 High quality executive linen, cutlery and crockery is also required, please note that clear marking / labelling of the food is expected i.e. Vegetarian, Halaal, no pork etc.
- 5.10 No utensils and equipment may be washed on CoGTA premises.
- 5.11 Bookings/orders may be for 5 to 500 people or above.
- 5.12 Requests for week-end/public holiday functions outside CoGTA premises must be provided for, including waiters, drivers etc. A separate quotation is to be requested in such instances.
- 5.13 Only CoGTA designated catering unit personnel will place orders for food or any catering arrangements on behalf of the Department.
- 5.14 Unscheduled inspection of places where food is prepared will be undertaken in any quarterly cycle.
- 5.15 In the case of non-compliance with the conditions of contract, poor performance or unacceptable quality of food / services provided by a contractor, CoGTA may request the caterer to rectify the situation immediately in addition to any other remedy it will have in terms of the conditions of the contract. CoGTA has the right to cancel the contract in writing within 14 working days for non-compliance with the conditions of the contract, poor performance or unacceptable quality of food/services provided not be rectified and occur on a constant basis that will result in posing a risk to CoGTA.
- 5.16 CoGTA does not accept liability or responsibility whatsoever for any loss or damage that may have been suffered by the successful bidder or its personnel in the performance of the services. It is the responsibility of the successful bidder to ensure that loss or damages do not occur while crockery, cutlery, glasses, table-cloths etc are used on the premises of CoGTA. The successful bidder should therefore, provide for necessary supervision.
- 5.17 Successful contractor (s) shall enter into a Service Level Agreement with CoGTA.

6. EVALUATION CRITERIA FOR ALL RECEIVED PROPOSALS

The system comprises the following **four** Phases/elements:

- 6.1 Compliance with requirements and conditions of the bid
- 6.2 Functionality..... 100
- 6.3 Price..... 90
- 6.4 B-BBEE Contributor level..... 10

6.1 Phase 1: Compliance with minimum requirements and conditions of bid

All bids duly lodged will be evaluated to determine compliance with requirements and conditions of the bid. All proposals that do not comply with the minimum requirements/conditions of the bid will be disqualified.

All bids that comply with the minimum requirements/conditions of the bid, will be evaluated in two stages - **First Stage:** functionality will be assessed as per Scorecard and **Second Stage:** the qualifying bidders in the **First Stage** will be evaluated further on price and BEE Contributor Level using 90/10 preference point system as prescribed in Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2011 and approved CoGTA Supply Chain Management Policy 2013. The evaluation will be done as follows:

STAGE 1

6.2. Phase II - score for Functionality

SCORECARD FOR FUNCTIONALITY

The following criteria will be applied for functionality to assess all the bidders who complied with minimum requirements:

CRITERIA	SUB-CRITERIA	SCALE	Weight	Highest Possible Score
The bidder’s understanding of TOR’s and the quality of the proposed methodology.	Poor	1	5 X 6	30
	Acceptable	2		
	Good	3		
	Very good	4		
	Excellent	5		
Bidder’s previous experience relevant to the assignment including letters of references with contact details and contact numbers.	0-1 year	1	5 X 8	40
	1- 2 years	2		
	2-3 years	3		
	3-4 years	4		
	5+ years	5		

CRITERIA	SUB-CRITERIA	SCALE	Weight	Highest Possible Score
<p>Location of premises on which food is prepared, NB: scores for location will be calculated as follows:</p> <p>Kitchen premises within 15 kilometres radius from Arcadia, CoGTA premises will score = 5</p> <p>Kitchen premises within 15-20 kilometres radius from Arcadia, CoGTA premises will score = 4</p> <p>Kitchen premises within 20-25 kilometres radius from Arcadia, CoGTA premises will score = 3</p> <p>Kitchen premises within 25-30 kilometres radius from Arcadia, CoGTA premises will score = 2</p> <p>Kitchen premises outside 30-45 kilometres radius from Arcadia, CoGTA offices will score = 1</p>		5 4 3 2 1	5 X 6	30
Total possible score				100

- a. Bids will be rated in respect of each criterion on a scale of 1 – 5 i.e. 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good and 5 = Excellent. The maximum possible score that can be achieved for functionality is **100**.
- b. The average score will be calculated for each bid by adding the individual scores awarded by the members of the Bid Evaluation Committee and dividing the total by the number of members. **Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be evaluated further and will not pass to STAGE 2 of this Bid**

Stage 2

6.3 Evaluation in terms of the 90/10 preference point system

All received bids will be evaluated in terms of the 90/10 point system as stipulated in the Preferential Procurement Regulations, 2011. 90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

Points for price will be calculated only for shortlisted bidder/s as follows:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for competitive price of bid or offer under consideration;
- Pt = Competitive price of bid or offer under consideration; and
- Pmin = Competitive price of lowest acceptable bid or offer

The maximum possible score that can be achieved for price is 90 points.

6.4 NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 10 points for B-BBEE

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

Note: No preference will be awarded without submitting of a valid B-BBEE certificate or a consolidated B-BEE Certificate in case of a Joint Venture, Trust or Consortium and total points scored will be calculated by adding points scored for price and B-BBEE Contributor Level.

Bidders must submit an original and valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board of Auditors (IRBA). Copies of original and valid BBBEE Status Level Verification Certificates certified at any Commissioner of Oaths office will also be acceptable

Note: No preference will be awarded without submitting of valid **B-BBEE** certificate.

7. FORM OF PROPOSAL

- 7.1 Bidders are required to attach to their bids the necessary documentary proof and/or supporting documents in respect of the following:
- 7.2 The bidding company and personnel profile (detailing the catering experience of the company and individuals within the company) must form part of the documentation.
- 7.3 Documentation regarding personnel that must be submitted are the qualifications, particulars of completed training courses and CV's of Owner (s), Kitchen Manager and Head of Operations/Chef
- 7.4 Bidders must submit at least three references with regard to current contracts and two previous contracts/ catering experience including the details of contact person(s), telephone number / fax number, etc. Bidders must have a minimum of three years catering experience.
- 7.5 A Health Certificate for the premises of the bidder on which the food will be prepared must be provided. Bidders must submit with their bids certified copies of the license(s), which may be required for the catering business, where applicable.
- 7.6 Bidders must submit with their bid particulars of the suppliers from which they will procure the meat, vegetables and other products that will be used to provide catering services in terms of this contract. Bidders must also provide particulars in respect of equipment, which will be available for rendering of the services.
- 7.7 Menus must be submitted as part of the bid in the format used in the attached guideline menus which should indicate cost per person and where applicable cost per item.
- 7.8 Complete the bid documents in full with a black pen. Do not take the bid documents apart. At the of the bid document you will find an Attachment Index indicating requested documents from the bidder. Please arrange these documents according to the Attachment Index and submit it together with the completed bid documents to the Department. Note that late bids will not be accepted. All documents

should be submitted in a sealed envelope with the name and address of the bidder, the bid number and the closing time and date indicated on the envelope, and placed in the bid box as indicated.

7.9 Bidders must complete a pricing template for the proposed menus on page 25 to 28.

8. COMPULSORY BRIEFING SESSION/SITE INSPECTION

8.1 There will be a compulsory briefing session for this service and the details are as follows:-

Meeting Place: Nosa Boardroom, 501 (Nosa Building)
Street Address: 508 c/o Johannes Ramokhoase & Steve Biko Streets
Meeting Date : 21 January 2016
Meeting Time : 10:00

8.2 Site inspection will be conducted on the premises where the food will prepared for the shortlisted bidders before awarding of the contract. The department reserves the right to eliminate bidders, should it obtain unsatisfactory site inspection report.

9. Stage 3: Awarding of bid

The bid will be awarded to the service provider who scored the highest total number of points as prescribed in the PPPFA, SCM Policy and Preferential Procurement Regulations 2011.

In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.(see page 19 of the PPR 2011)

10. Special Conditions of Contract

This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.

- 10.1 The terms of reference together with the proposal made by the successful service provider, the acceptance thereof by the **DCoG** and the SLA concluded by and between the Department and the successful service provider shall constitute the formal agreement between the parties. No amendment to this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to writing and signed by both parties.
- 10.2 The service provider shall be appointed as an independent entity and the **DCoG** shall not be held liable for any obligations or liabilities arising out of the actions of the service provider or their employees.
- 10.3 The **DCoG** will conduct assessments of the performance of the service provider in relation to the Maintenance/ Service Level Agreement. Any dissatisfaction with the performance will be reflected in writing. The Service Provider will have 14 days to remedy the deficiency.
- 10.4 Any disputes between the **DCoG** and the service provider shall be settled within 14 days as contained in the General Terms and Conditions and as per the General Conditions of Contract.

10.5 The contract between the **DCoG** and successful service provider will include a Maintenance/ Service Level Agreement that will incorporate the following:

- 10.5.1 Quarterly assessment of performance;
- 10.5.2 Penalties for poor performance;
- 10.5.3 Provisions for termination; and
- 10.5.4 Communication with the appointed contract officer.

11. MENUS FOR PRICING (MANDATORY REQUIREMENT)

NB: The following requirements are provided for costing. Bidders are required to attach to their bids, the particulars of the complete menus that they offer and which can be served in terms of the contract. **CoGTA** would like to stress that the food and refreshments to be served, must be of high quality, fresh and meeting the standards of the health certificate issued by the relevant authorities. Should the bidders not be able to comply with the mandatory requirements as required, will results in their bid being invalidated

Item 1:

Description: Light Meals and Snacks	Rand per Head
1.1 Sandwiches plain (whole wheat and white - assorted)	R
1.2 Sandwiches toasted (whole wheat and white - assorted)	R
1.3 Sandwiches, drumsticks, meatballs, fish bites	R
1.4 Light finger lunch (6 items)	R
1.5 Croissants, butter / margarine, cheese or jam	R
1.6 Scones, Muffins, butter / margarine, jam, cheese, cream	R
1.7 Executive finger lunch (10 items)	R
1.8 Fresh fruit platter	Per platter R
1.9 Cheese platter	Per platter R
1.10 Cold meat platter	Per platter
Description: Light Meals and Snacks	Rand per Head
1.11 Soft Drinks (canned)	Per bottle

	R
1.12 Mineral water	Per bottle R.....
1.13 Fruit Juice (100%)	Per bottle R

Item 2:

Hot Lunches	
2.1 1 x Meat dish (Chicken or Beef or mutton) 2 x Vegetables 1 x Salad Rice or Pap or Samp or potatoes Buns (whole wheat and white), butter and margarine Fruit Juice (100%)	R
2.2 2 x Meat (Chicken, Mutton or Beef) 2 x Vegetables 2 x Salads Rice or Pap or Samp Buns (whole wheat and white), Butter and Margarine Fruit Juice (100%) and / or Soft drinks (canned)	R

Item 3:

Breakfast	Rand per Head
3.1 Yogurt Muesli, All Bran Fresh fruit platter Scones, Muffins, Croissants Cold meats (Ham, Turkey, Pastrami) Cheese platter Butter, margarine, marmalade, jam and cheese Fruit Juice (100%)	R
3.2 Yogurt Cereals Fresh fruit platter Eggs Sausages/ bacon Scones, Croissants, Buns (whole wheat and white) Butter, margarine, marmalade, jam and cheese Fruit Juice (100%)	R

Item 4:

Braai	Rand per Head
4.1 Chicken Boerewors Lamb Chops Steak Pap Gravy 3 x salads Buns (whole wheat and white) Butter and margarine Fruit juice (100%) Soft drinks (canned)	R

Item 5:

Vegetarian (please suggest menus with the applicable prices)	
	R
	R
	R
	R

Item 6

Halaal	
	R

Kosher	R
	R
	R

NB: All prices must include delivery, relevant equipment, cutlery, crockery and VAT. Bidders are also urged to fill in all the items on the menu (1 – 6) in order for SCM to be able to evaluate your bid in terms of price. Failure to adhere to this condition, will result in your bid being invalidated.

Part 4 – Schedule A

Government Procurement General Conditions of Contract and Special Conditions of Contracts

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) Ensure that clients are familiar with the rights and obligations of all parties involved in doing
business with government.

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

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

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General Conditions of Contract

1. Definitions.

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified 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 fulfilment 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 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 he 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized 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 incontract, 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.

34.1 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 Prohibition of Restrictive practices

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.

**Part 4 – Schedule B
Government Procurement**

Special Conditions of Contracts

(a) Intellectual property rights and ownership of material

All intellectual property rights relating to any work produced by the service providers in relation to the performance of this Contract shall belong to **DCoG**. The service providers shall give **DCoG** any assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of **DCoG**, and must be handed over to the **DCoG** within one month from date of completion of the contract.

The service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the **DCoG** emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify the **DCoG** against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

(b) Amendments and variation

The terms of reference together with the offer made by the successful bidder, the acceptance thereof by the **DCoG** as well as the General Conditions of Contract shall constitute the formal agreement between the **DCoG** and the successful bidder. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

(c) Settlement of Disputes

The period of thirty days (30 days) referred to in the General Conditions of Contract in paragraph 27.2 is hereby amended to 7 days.

(a) Monthly assessments

Assessments of the performance of the service provider will be conducted on a monthly basis. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service provider who will have one week to rectify the deficiency, failing which the contract will be terminated.

The assessment will take the form of a meeting between members of the governance structure of the DCoG and the service provider, where the project progress will be discussed against timeframes and deliverables.

Notwithstanding the above, the performance of the successful service provider will be evaluated annually and provision will be made in the Service Level Agreement that any contract entered into between the **DCoG** and the service provider will be cancelled for poor performance or breach of contract. Acceptance of any tender by the **DCoG** does not guarantee that work will continue uninterrupted for the duration of the tender period. Each tenderer must make its services available to the **DCoG** for the duration of this tender.

(b) Termination of the contract

- (i) If the service provider does not start to work on the project immediately after 7 days written notice, addressed to his domicilium address to start, this contract may be cancelled forthwith.
- (ii) This contract may be cancelled for reasons **other** than poor performance or breach of contract by giving the service provider 7 days written notice to rectify or address the cause of concern where-after the **DCoG** shall have the right to summarily cancel the contract upon written notice to the service provider.
- (iii) Depending on the assessments done by the Senior Manager: Local Government Policy System or any designated person, under paragraph 14(d) above, the service provider may in writing be required to rectify his/her poor performance, failing which the contract with the service provider will be terminated.

(c) Communication

All communication must be done via the Senior Manager: Local Government Policy System or any designated person, who is the designated contract officer of the **DCoG** responsible for the management of the contract.

1. SPECIAL CONDITIONS OF TENDER

(a) Comprehensive bids

The **DCoG** would like to contract service providers for all services required under these terms of reference. Separate bids must be submitted for each tender/ advertised service as outlined in these terms of reference. Bids that do not adhere to this requirement or all aspects of the service may be disqualified.

(b) Briefing session

It is mandatory that all interested bidders avail themselves for the briefing session on the date as set out in the tender. Bidders who did not avail themselves for the briefing session will not be considered.

(c) Presentations to evaluation panel

Shortlisted bidders may be required to present their proposals and to respond to questions from members of the **DCoG** Bid Evaluation Committee. Notice of at least two working days will be given in this regard. Bids from shortlisted companies who fail to comply with this requirement may be disqualified.

Note: The successful service providers will be required to enter into a Service Level Agreement with the DCoG prior commencement of the project and no work should be performed until the Agreement has been signed by both parties.

2. CONFIDENTIALITY

- 21.1 It will be expected from the service providers (with staff members working on Public Service assignments) to sign an Oath of Security since they shall be entrusted with confidential information which may not be disclosed except as required by the **DCoG**, and to fulfil the purpose of training and development.
- 21.2 The service providers will ensure that all staff members, and/or associates treat all information relating to the services as confidential. The service providers will further ensure that proper security procedures are implemented and maintained to restrict access of confidential information. The service providers will ensure that no confidential information is copied or reproduced other than for the purpose of training and development on the required Competency Framework and Assessment Batteries as approved by the Department.
- 21.3 Copyright of the Competency Framework and Assessment Batteries belong to the Department of Cooperative Governance. Service providers are expected to protect the content and ideas as contained in the assessment batteries. The information may not be used for any other purpose other than for the training and development of suitably qualified and registered professionals to conduct the assessments, including competency assessment of senior managers. The assessment batteries may under no circumstances be duplicated, or misused by any party.

Part 4 – Schedule C
Application for Tax Clearance Certificate

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING:-

1. It is an absolute requirement that the taxes of the successful bidder **must** be in order or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her obligations.
2. The attached form, Application for Tax Clearance Certificate (in respect of bids), must be completed by the bidder in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. That Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for 6 months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit an **original** and valid Tax Clearance Certificate at the time of submission of the bid **shall** invalidate the bid.
3. In bids where Consortia/ Joint Ventures /Sub-Contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF OFFERORS)**

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE Employer's registration number (If applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone Number: Code:.....Number:.....

Address:

.....

DATE:/...../.....

PLEASE NOTE THAT THE COMMISSIONER OF THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION OF RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

SBD 3.3

**Part 4 - Schedule D
PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO:.....
CLOSING TIME 11:00	CLOSING DATE:.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

NB: USE ONLY BLACK INK, TO FILL IN THIS FORM

ITEM NUMBER	ITEM DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
CoGTA (T) 02/2015	PROVISION OF CATERING SERVICES TO THE DEPARTMENTS OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (CoGTA) FOR A PERIOD OF TWENTY FOUR (24) MONTHS.	All prices must be included on the menu for pricing (mandatory requirements that will be used for evaluating in terms of price)

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

*YES/NO

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....
.....

SIGNATURE

DATE

CAPACITY

**Part 4 – Schedule E
Declaration of Interest**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between **YES/NO**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 4 – Schedule F

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS)

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

2. DEFINITIONS

- 2.1.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (Vi) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

Part 4 – Schedule G

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Part 4 – Schedule H
Certificate of Independent Bid Determination

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Part 4 – Schedule I
Details of Supplier’s office (whereby food will be prepared during the contract period)

1. Physical address of supplier’s office

1 Telephone No of office: _____

3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 4 – Schedule J

DECLARATION THAT INFORMATION PROVIDED IN THIS BID IS TRUE, CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....
, WHO REPRESENTS (state name of bidder)

.....
...

AM AWARE OF THE CONTENTS CONTAINED IN THIS DOCUMENT, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE :