

NB: Standard bidding Documents (SBDs) Forms MUST be fully completed with a black ink only, and not re-typed. Where the cancellation is made, bidder MUST sign. The use of Tipex or related Materials is not allowed. Failure will result in the Bid /Proposal been Disqualified /Invalidated. Bidders must submit original, disc and additional 1 copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated. The bid documents must be submitted in a sealed envelope.



THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

PO:2020/21:010 APPOINTMENT OF A PANEL OF PREFERRED SERVICE PROVIDERS FOR PROVISION OF CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS IN CAPE TOWN OFFICE.

BID NUMBER: PO: 2020/21:010

CLOSING: 19 FEBRUARY 2021

TIME: 11:00 AM

VALIDITY PERIOD: 150 DAYS

COMPULSORY BRIEFING SESSION: DATE: 04 FEBRUARY 2021

TIME: 10:00

VENUE: Tuynhuys, Parliament

**Complex, Plein Street, Cape Town and
Microsoft Teams (Virtual)**

Due to Covid-19 and security restrictions, interested bidders are required to submit details (Name of the bidder representative, Company name and ID number) to tenders@presidency.gov.za in order to participate in the briefing session. Alternatively, interested bidders may submit their e-mail addresses in order to receive the meeting link. Due date for the submission of details of details for briefing session is 02 February 2021 @ 16:30

NB: All documents should be completed with black ink.

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Special Conditions (Specification /Terms of Reference)

Section 3: Briefing Session Certificate

Section 3: General Conditions

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: PO 2020/21 :010 CLOSING DATE: 19 February 2020 CLOSING TIME: 11:00 am

DESCRIPTION APPOINTMENT OF A PANEL OF PREFERRED SERVICE PROVIDERS FOR PROVISION OF CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS IN CAPE TOWN OFFICE.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

TUYNHUY

PARLIAMENT COMPLEX

PLEIN STREET

CAPE TOWN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON OUPA KEKANA /MADIRA SELOMO

TELEPHONE NUMBER 012 300 5200 (5983/5951)

FACSIMILE NUMBER N/A

E-MAIL ADDRESS Tenders @presidency.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

OR

CENTRAL SUPPLIER DATABASE No:

MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TICK APPLICABLE BOX]

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

Yes

No

Yes

No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

Yes

No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

Yes

No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

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

YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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 attached 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**

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

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Js914w 2



**THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA
SUPPLY CHAIN MANAGEMENT**

SPECIFICATION OR TERMS OF REFERENCE FOR APPOINTMENT OF A PANEL OF PREFERRED SERVICE PROVIDERS FOR PROVISION OF CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS IN CAPE TOWN OFFICE

1. PURPOSE

- 1.1. The Presidency wishes to appoint a suitably qualified and competent Panel of Preferred Service Providers with relevant experience to provide catering services for a period of three (3) years in Cape Town Office.
- 1.2. The appointed Panel of Preferred Service Providers will be expected to provide catering services to officials within the department, VIPs and other invited delegates/guests.
- 1.3. The catering services to be provided includes: meals, refreshments, services and equipment as required for functions and meetings. The services to be delivered comprises of morning tea, lunch/lunch buffet, finger lunch, afternoon tea and dinner.
- 1.4. It is essential that the services contracted are of a high quality, efficient and effective in meeting the overall goals of The Presidency.

2. SCOPE AND EXTENT OF WORK

- 2.1. The role of the Bidders/s is to provide catering services for meetings, in accordance with the terms and conditions as stipulated in the bid documents and the Service Level Agreement (SLA) to be entered into between The Presidency and the Bidders.
- 2.2. In the rendering of this catering service, The Presidency catering needs may vary according to the type of functions namely:
 - 2.2.1. General meetings, where Presidency stakeholders are involved: ranging from 5 people and above where general catering including utensils and crockery and in some cases linen is required.
 - 2.2.2. VIP/Executive meetings, such as Cabinet and Ministerial Meetings, State Banquets and functions, where executive catering is required, ranging from single course to three course meals.
 - 2.2.3. Exceptional catering needs: In some instances, the bidders may be required to render a catering service off-site / not on Presidency 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.

- 2.3. Bidders are expected to provide a complete management and operation of a prestige level (cooked and fast food) including catering service for meetings and functions. The successful Bidders will be awarded a contract to provide catering services for 3 years.
- 2.4. The successful Bidders are expected to serve packaged takeaway meals, e.g. packaged breakfast/lunch/dinner for appropriate use in a microwave and oven.
- 2.5. The successful Bidders are expected to have warming trolleys and other related catering equipment for delivery and collection at the required service station. Menus and delivery times are to be included in the request for quotations as well as the purchase order.
- 2.6. Even though presentation is not part of the evaluation criteria, The Presidency reserves the right to request the bidders/s to do a presentation on the kind of services that will be offered, when required.

3. DETAILS OF SERVICE TO BE RENDERED

- 3.1 The Bidders will be required to prepare, deliver and service required meals as and when the Purchase Order has been issued. The following are the categories of menu's that will be required:

MORNING TEA/ BREAKFAST MENU
DESCRIPTION
<ul style="list-style-type: none">• Various sandwiches on health/brown/white breads/ Freshly baked bread/ bread baskets• Muffins/scones/bagels/croissants/mini wraps• Fillings: cheese/tomato/chicken/tuna-mayo/avocado/salmon/beef/cold meats• Eggs – all variants• Koeksisters• Muesli with lots of nuts and fruit• Breakfast/savoury pastries• Doughnuts• Hot buffet• Variety of cereals• Mixed seasonal fruits/ fruit platters with variety/assorted yoghurts.• Cheese platters/ cheese, assorted jam, cream and butter.• Tea (assorted - rooibos, green, mint, ginger, lemon slices, etc.) coffee (caffeinated and decaffeinated), milk (low fat, fat free, etc.) and sugar (white, brown, xylitol, canderol, honey, lemon slices)

LUNCH BUFFET: SERVED WITH FORK AND KNIFE**DESCRIPTION**

- 2 x Protein (Meat/fish/chicken/beef/lamb with assorted sauces)
- 2 x Starch (rice/samp/pap/potatoes)
- 2 x Salads
- 2 x Vegetables / Mix Vegetables
- Sweets/Dessert
- Assorted fish

FINGER LUNCH**DESCRIPTION**

- Grilled chicken legs with barbeque or sweet chilli sauce
- BBQ drumsticks/mini beef/lamb sausages/spring rolls/mini wraps/fish bites
- Assorted cold meats and cheese served with olives, crackers, gherkins and dip
- Salmon maki, salmon California rolls, salmon rainbow rolls, salmon roses, vegetable spring rolls with hoisin sauce salmon sashimi and sushi
- Chicken and beef burgers Crumbed torpedo prawns, crumbed or Cajun calamari, crumbed mushrooms, crumbed chicken strips
- Beef biltong/ droe wors
- Assorted roasted and salted nuts
- Mini pizzas with assorted toppings
- Assorted samosas
- Canapé's
- Selection of fresh sliced fruit
- Selection of desserts- warm or cold

AFTERNOON TEA**DESCRIPTION**

- Variety of biscuits / light treats
- Tea (assorted - rooibos, green, mint, ginger, etc.) coffee (caffeinated and decaffeinated) and milk (low fat, fat free, etc.).
- Sugar (brown, white, xylitol, honey)
- lemon

BEVERAGES**DESCRIPTION**

- Juice (100% fruit juice blend)
- Juice(sparkling)
- Mixed cans (soft drinks)
- Champagne
- Red wine- All varieties and vintages
- White wine- All varieties and vintages
- Mineral water (Sparkling and still)
- Tea (a selection) and Coffee with milk and all sweeteners

DINNER
DESCRIPTION
<p>PRE-DINNER SNACKS:</p> <ul style="list-style-type: none"> • Assorted roasted and salted nuts • Beef biltong and droe wors • 3 types canape's- samoesas with dhanya chutney • Satay chicken skewers • Smoked mussels, brie and peppadew tart
<p>STARTER BUFFET:</p> <p>OPTION 1:</p> <ul style="list-style-type: none"> • Assorted breads and rolls • Snoek pate and chicken liver pate and butter • Soup: Spicy butternut soup or minted pea soup or minestrone • Hot Smoked salmon with lemon wedges and capers
<p>MAIN COURSE BUFFET:</p> <p>OPTION 1:</p> <ul style="list-style-type: none"> • Grilled line fish (cape salmon or snapper) with lemon butter sauce on the side. • Traditional cape Malay mild chicken curry with tomato and chilly sambals and chutney on the side. • Lamb cutlets (well done cooked) with lamb jus on the side. • Dauphinois potatoes • Roasted vegetables- butternut, peppers, red onion, garlic cloves, baby marrow, baby carrots, baby aubergines. • Sautéed spinach- no creamed spinach. Only fried onion and garlic. • Lime infused basmati rice
<p>OPTION 2.:</p> <ul style="list-style-type: none"> • Spiced Leg of lamb • Peppered Crusted Loin of Beef with a selection of Mustards and jus • Honey and Mustard Glazed Roasted Chicken • Baked Line Fish Fillets with a Lemon and Fennel Veloute • Lentil & Aubergine Bake served with homemade tomato sauce • Rosemary and Garlic Roasted New Potatoes • Paprika dusted Roast Potatoes • Savoury rice • Roast Butternut and Sweet potato bake • Sautéed Seasonal Vegetables • Creamed Broccoli and Cauliflower • Vegetable Stir-Fry
<p>Buffet Starter</p> <p>Option2:</p> <p>Breads and salad selections</p> <p>Greek salad</p> <p>Tuna salad</p>
<p>Buffet MAINS:</p> <p>Option 3:</p> <p>Roast chicken and gravy/ pepper sauce or mushroom sauce</p> <p>Lamb curry and basmati rice</p> <p>Beef lasagne</p> <p>Choice of vegetables</p> <p>Roast potatoes; creamed spinach; stir fry vegetables + savoury rice</p>

DESCRIPTION
<p><u>BRAAI Menu:</u> Chicken Boerewors Lamb Chops Steak Pap Gravy 3 x salads Buns (whole wheat and white) Butter and margarine</p>
<p><u>Plated Menu:</u> <u>Option 1:</u></p> <p><i>Starter:</i> Springbok Carpaccio with Tomato herb salad and Coriander vinaigrette Or Roasted Beet and Goats Cheese Tart with red pepper coulis and baby peas</p> <p><i>Main course:</i> Beef fillet with Croquet Potato, seasonal vegetables and Jus Or Seared Kingklip with baked Sweet potato, seasonal vegetables and Lemon butter sauce</p> <p><i>Dessert:</i> Traditional Milk tart with gooseberry compote and raspberry sorbet Or Fresh sliced fruit with raspberry sorbet</p> <p><u>Plated menu:</u> <u>Option 2:</u></p> <p><i>Starter:</i> Hot smoked rainbow trout with horseradish cream, baby beat and pea salad Or Zesty corn fritter with Avocado Mousse, coriander and Pomegranate salad</p> <p><i>Main course:</i> Karoo rack of lamb, hasselback potatoes, Chargrilled vegetables and minted Jus Or Seared Kingklip, pistatio crusted sweet potato, seasonal vegetables with fennel sauce.</p> <p><i>Dessert:</i> Vanilla Pannacotta with Grand Manier, Strawberry compote Or fresh fruit, sliced</p>

- 3.2 When catering services is required, The Presidency will send request for quotations to three or more Catering Providers to submit quotes for the required catering services. Catering Provider who score the highest points will be appointed for the required catering services.

- 3.3 In order to cater for all guests adequately, the above menu is subject to change pending the special dietary requirement. The appointed bidders will then develop and quote The Presidency on the revised menu which will be subject to approval or further scrutiny.
- 3.4 Other than the above-mentioned menu list, the successful bidders will be required to provide catering services to events that will be hosted and organised by The Presidency.
- 3.5 The Presidency events are normally attended by dignitaries and people who are in the VVIP category. The food and the equipment to be used are to meet the anticipated/set highest standard.
- 3.6 **Catering for meetings will include the delivery of food, drinks, crockery, utensils and other required equipment at the identified venues prior to the commencement of meeting, workshop or event. These are to be collected after each meeting and the venue must be left in a 'neat and tidy' situation afterwards.**
- 3.7 The following general requirements for meetings must be complied with:

Specifications for Meetings	Quality/Quantity	Time-frame
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-marries 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 post/after meetings
6. Ability to provide catering services to The Presidency during normal working hours	As required as per instruction	Within 24 hours of receipt of order

3.8 The following general requirements for VIP/Executive Functions must be complied with:

Specifications for VIP/Executive Functions	Quality/Quantity	Time-frame
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 Presidency 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 in advance for the approval of The Presidency	As required	Within 24 hrs of request

NB: THE BIDDERS MUST BE ABLE TO SERVE SPECIAL MEALS (E.G. HALAAL, KOSHER, SLIMMER'S CHOICE, LOW CARBS MENU, ETC. SOME OF THESE SPECIAL DIETARY REQUIREMENTS WOULD HAVE TO BE OUTSOURCED ON TIME (TIMELY) OR SERVED ON A 'PRE-ORDER' BASIS.

4. MANAGEMENT REQUIREMENTS

- 4.1 Bidders must adhere to the specification and any dispute about adherence to the specifications and the quality of services rendered by the **Bidders** or a perceived violation of these bid specifications will be resolved as per the provisions of the SLA.
- 4.2 Bidders are required to provide detailed information with regard to project or work of similar nature previously undertaken by the bidder as well as period of such project or work. Reference letters from such clients must be submitted together with this bid. **Such information must be attached to the bid document in the following format failure to complete the below information will be automatically disqualified**

Name of Client	Date of Appointment	Number of years with the Client	Contact Number of Client

- 4.3 Bidders are required to provide detailed information about the staff members who will be spending 20 hours or more per week on the **catering service** should be attached to this bid. The name, surname as well as the position or function of the staff members must be indicated in the required list. ID copies of such officials must be attached to this bid.
- 4.4 It is the requirement of this bid that the successful bidders must provide a dedicated manager who will be easily accessible and be on site as and when required to attend and direct catering services for the duration of the contract.
- 4.5 The bidders must have current and similar catering services project which will be inspected by The Presidency during the evaluation process of this bid. Proof of this, in the form of a copy of a **currently valid contract, or any other valid evidence should be attached.**

5. SECURITY REQUIREMENTS

- 5.1 The award of this bid will be subject to positive security screening of all staff members to be deployed by the successful bidders to the Presidency. The security screening will be done in accordance with the State Security Agency policies and procedures.
- 5.2 Delivery of supplies to the building by the suppliers of the bidders will be based on the request for quotation and order /PO that will be issued to the bidders.

6. DURATION OF THE CONTRACT

- 6.1 The specifications as indicated in Section 3 above will be part of the contract between The Presidency and the Panel of Bidders. Such contract will be valid for **three (3) years** from the commencement date.
- 6.2 The parties shall be bound by the SLA referred to in paragraph 2.1 above.

7. MONITORING AND EVALUATION OF THE PROJECT

- 7.1 All work is to be carried out in accordance with the time schedule as agreed with the Project Manager, within the agreed deliverable and terms and conditions of the signed contract.
- 7.2 Constant or regular monitoring and evaluation of performance and adherence to acceptable catering service standards will be done by the Project Manager.

8. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

- 8.1 **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 criteria. Note that this site visit may be unscheduled.
- 8.2 Bids will be subjected to the provisions of the Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and its Preferential Regulations 2017 and the Broad Base Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid
- 8.3 Bidders must be registered on Government's Central Supplier Database.
- 8.4 In accordance with the PPPFA, submission will be adjudicated on the basis of 80/20 points system and the B-BBEE codes of good practice as gazetted. Price will make

- up the total of 80 points, and B-BBEE contributor level will be allocated the remaining 20 points.
- 8.5 The tax matters of the successful bidders must be in order at the time of the award of this bid.
 - 8.6 Should the recommended bidders fail to provide written proof of their tax compliance status as required by National Treasury Instruction Note No 09 of 2017/18, the bid will be rejected.
 - 8.7 **This bid will be evaluated in three (3) phases and bidders must score above the determined threshold in each phase of the evaluation criteria.**
 - 8.8 A service level agreement/contract shall be signed with the preferred bidders. The successful bidders may not alter or reduce its B-BBEE contributor level or status during the contract period.
 - 8.9 Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.
 - 8.10 The pricing schedule must be attached as a separate Annexure (per item) and Bidders are requested to ALWAYS use a black ink.
 - 8.11 Standard Bidding Documents (SBD) and other forms MUST also be completed with a black ink only, and not to be re-typed.
 - 8.11 All cancellation and corrections made in the bid document must be signed off. Failure to do so shall also result in the bid being disqualified.
 - 8.12 Bidders must submit original, disc and additional 1 copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated
 - 8.13 The Presidency will conclude a three-year contract commencing on date of appointment until finalisation of the contract.
 - 8.14 In cases where the Bidders are found negligent or did not perform in accordance with the set contractual stipulations and obligations, The Presidency reserves the right to terminate the contract.
 - 8.15 In all instances, payment for the services rendered will be made within 30 days after a formal invoice has been received; except in rare and unanticipated/unforeseen circumstances as might happen from time to time.
 - 8.16 Bidders apparel to be archetypal of their company and apparel to be of a high standard for delivering foodstuff amidst Executive Members or Ministers. E.g. appropriate branded apparel, name tags, etc. for positive identification.
 - 8.17 All food items must be marked/labelled to be identified when served/presented.
 - 8.18 Bidders are responsible for the cost of food testing.

9. EVALUATION CRITERIA

All proposals received will be evaluated in accordance with the **80/20-point** system as prescribed in the Preferential Procurement Regulation of 2017. A three (3) phase approach will be followed during the evaluation process.

9.1 PHASE 1: PRE - QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

Only Bidders who are EME or QSE in terms of a code of good practice on black economic empowerment issue in terms of section 9(1) of the Black Economic Empowerment Act and have the following will be considered for the next phase:

- (a) The bidders must at least be 51% owned by black people

9.2 PHASE 2: ADMINISTRATIVE REQUIREMENTS/ SCREENING PROCESS

Bidders who have met the requirements of phase 1 will be evaluated in this phase. During this phase the standard bid documents and other requirements will be checked. Note that all the listed documentation is required and must be signed by a duly authorised representative. Failure to submit all the required documentation and sign any of the below documents will result in the BID being non responsive.

The required documentations are as follows:

- a) Signed declaration of interest (SBD 1)
- b) Signed declaration of interest (SBD 4)
- c) Signed Preference points claim form (SBD 6.1)
- d) Signed declaration of suppliers past supply chain management practices (SBD 8)
- e) Signed certificate of independent bid determination (SBD 9)
- f) Proof that Compulsory briefing session was attended.
- g) Valid and original B-BBEE level certificate (only if preference points have been claimed) or original Sworn Affidavit – B-BBEE exempted Micro Enterprises
- h) Names and certified ID copy of employees assigned for this project as well as their CV must be attached.
- i) CV and qualifications of the chef
- j) Certified ID copies of owner(s)
- k) Company registration, e.g. CK document
- l) Company's profile
- m) List of similar works or projects demonstrating the bidders past experience, indicating the name of the bidder's clients, the type of the projects and the duration of the projects. Copy of the previous or current/valid catering services contract. Reference letters indicating the period of the project undertaken by the bidder
- n) Valid Federated Hospitality Association of South Africa (FEDHASA) membership certificate attached.
- o) A valid hygiene and cleaning certificates from the municipality which must include COVID 19 compliance.
- p) Halaal certificate of the bidders or sub-contracted bidders/where you are buying must attached their Halaal certificate.

9.3 PHASE 3: FUNCTIONALITY EVALUATION

Only bidders who met phase 2 requirements will be evaluated in this phase. During Phase 3, the ability of the Bidders to provide catering services will be evaluated and this will include site visit and food testing. The short listed Bidders are responsible for the cost of food testing. In this phase, the proposal will be evaluated according to the evaluation criteria defined below:

DESCRIPTION	WEIGHT	POINTS
<p>Experience within the Catering Environment</p> <p>Reference letters indicating the period of the projects undertaken by the bidder will be used to calculate the experience</p> <p>0- 2 years = 0 point; 3 years = 10 points; 4 years = 15 points; 5 years = 20 points; 6 years and above = 30 points</p>	30	
<p>Qualified Chefs</p> <p>Relevant Qualification of the Chef attached</p> <p>N.B: certificate must be certified as copies of the original</p> <p>No Qualifications = 0 points; Diploma or Bachelor's degree = 10 points</p>	10	
<p>Experience of Chef</p> <p>Chef has experience (a valid CV must be attached with reference and their telephone numbers)</p> <p>0-2 years = 0 points; 2- 4 years = 5 points; 5 – 10 years = 10 points</p>	10	
<p>Professional registration</p> <p>Chef registration with the South African Chef Association or equivalent professional body</p> <p>(A valid proof/certified certificate must be attached)</p> <p>No Certificate = 0 Points; Valid Certificate attached = 10 Points</p>	10	
<p>Experienced staff</p> <p>The staff to be deployed must have necessary experience</p> <p>0 year = 0 points; 1 year = 5 points;</p>	5	
Sub-Total	65	

SITE INSPECTION AND FOOD TASTING: PLEASE NOTE THAT THIS WILL BE CONDUCTED AT THE PREMISES OF THE BIDDER OR THE PREMISES WHERE THE BIDDER IS AWARDED A CATERING CONTRACT.

<p>Cleaning and Hygiene Inspection hygiene</p> <ol style="list-style-type: none"> 1. All floors and wall of the canteen are cleaned properly. 2. Whether waste and unwanted items are removed from the canteen area. 3. All available dustbins are cleaned and kept at defined/ marked place 4. Does staff wear appropriate uniform and safety clothing? 5. Storage and classification of foods/materials i.e. Chicken not to be mixed with pork 6. Is there proper arrangement for disposal of food waste? 7. Whether all areas with slippery hazard are marked. 8. Whether all utensils and equipment's used in canteen are cleaned. 9. Any foul smell observed. 10. Whether cleaning and hygiene compliance certificate issued by the City Council is available. 	<p>10</p>	<p>(1 for each point)</p>
<p>Food Tasting Evaluation</p> <ol style="list-style-type: none"> 1. Serving and Presentation (fresh and colourful, easy to eat closely placed items for maintaining temperature, hot/cold serving plate, stylistic but practical. 2. Portion size and nutritional balance (protein and carbohydrate. Nutritional breakdown to be supplied) 3. Menu and Ingredients Compatibility (do the recipe, ingredients complement each other in colour, flavour, and texture? Are the ingredients balanced in size and amounts?) 4. Creativity and practicality (is the dish creative, showing something modernized. Can the dish be prepared for a party of 200 members)? 5. Flavour and taste (do the specified major ingredients carry the dominant flavours? How does the meal taste? Is the sauce correct consistency and smooth?) 	<p>10</p>	<p>(2 to each point)</p>
<p>Facilities</p> <p>Is the bidders operating in a catering facility?</p> <p>No Facility = 0 points; Yes Facility = 15 points</p>	<p>15</p>	
<p>Sub-Total</p>	<p>35</p>	
<p>Overall Total</p>	<p>100</p>	

Proposals that score at least **70 points** on functionality evaluation will qualify to be included in the Panel of Preferred Catering Service Providers.

10. INFORMATION REQUIRED

Bid Evaluation will only be done on the basis of information which is required to be submitted by the Bidders. Bidders are therefore requested to submit all required documents.

11. CONFIDENTIALITY

11.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified in writing that he/she has been awarded the contract.

11.2 No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

12. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

12.1 Failure to accept the Special Conditions and General Conditions of the Contract or part thereof may result in bid not being considered.

THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the company hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE..... CAPACITY.....

13. DISCLAIMER

The Presidency, reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

14. TERMINATION OF CONTRACT

- 14.1 The Presidency will enter into a Service Level Agreement (SLA) with the successful bidders, but reserves the right to terminate the agreement if there are reasonable grounds for considering that there is non-compliance or under-performance.

15. SUBMISSION OF PROPOSALS

- 15.1 Completed bid documents should be sealed, clearly marked 'The Presidency' with the correct Bid Number and deposited in the bid/tender box that is accessible 24 hours at, Tuynhuys, Parliament Complex, Plein Street, Cape Town on or before 19 February 2021 at 11 am.
- 15.2 Deviations from specifications will result in disqualification. So would be late submissions.
- 15.3 Bidders must ensure that they have received all pages of this documentation. Bid documents must be submitted in an original format with a disc and 1 copy.

16. COMPULSORY BRIEFING SESSION WILL BE CONDUCTED AS FOLLOWS:

BRIEFING SESSION: DATE: 04 FEBRUARY 2021
TIME: 10:00
VENUE: Tuynhuys, Parliament
Complex, Plein Street, Cape Town and
Microsoft Teams (Virtual)

Due to Covid-19 and security restrictions, interested bidders are required to submit details (Name of the bidder representative, Company name and ID number) to tenders@presidency.gov.za in order to participate in the briefing session. Alternatively, interested bidders may submit their e-mail addresses in order to receive the meeting link. Due date for the submission of details of details for briefing session is 02 February 2021 @ 16:30

17. ENQUIRIES

For technical enquiries

Contact persons:

- Mr Charles Ford 021 464 2216
- Ms Babalwa Mahlangu 021 464 2240
- Mr Jerome Trussel 021 464 2248

For bidding procedures

Contact persons:

- Ms Madira Selomo (012) 300 5200 (5951)
- Mr Oupa Kekana (012)300 5200 (5983)
- Email: tenders@presidency.gov.za

SECTION 3

BRIEFING SESSION ATTENDANCE CERTIFICATE (PO: 2020/21:010)

The briefing session certificate must be signed and stamped by two representatives of the Presidency after the session has been completed. The briefing session certificate must also be signed by the company's bidder/representative. The original signed briefing session certificate must be submitted with bidding document as required in terms of the bid documentation.

Failure to comply with above requirements will invalidate the Bid.

I attend the compulsory briefing session on the date of the **04 February 2021 AT 10:00** inserted below:

NAME OF BIDDER/REPRESENTATIVE: _____

NAME OF COMPANY: _____

ADDRESS: _____

SIGNATURE: _____ **DATE:** _____

This is to certify that _____ of company _____

Attended the briefing session on the **04 February 2021 AT 10:00** and is/are therefore familiar with the circumstances and the scope of the service to be rendered.

SIGNED BY: _____

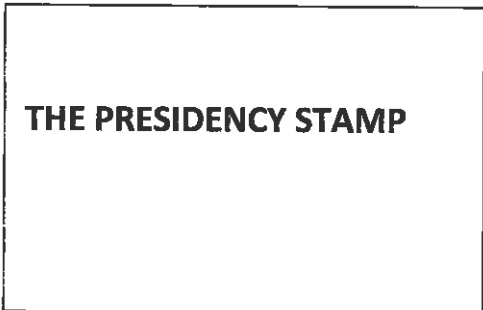
SCM OFFICIAL 1: _____ **NAME OF OFFICIAL** _____ **DATE:** _____

SIGNED BY: _____

TECHNICAL OFFICIAL 1: _____ **NAME OF OFFICIAL** _____ **DATE:** _____

SIGNED BY: _____

TECHNICAL OFFICIAL 2: _____ **NAME OF OFFICIAL** _____ **DATE:** _____



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.