



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 01/2017/18**
Enquiries : Ms JFW Grimsell; Mr S Molekoa; Ms I Kubayi
Telephone : 012 351 1359/0362/1928
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 01/2017/18**
2. **REQUEST FOR PROPOSALS: INVITATION FOR A BIDDER/S TO PROVIDE CATERING AND DÉCOR SERVICES DURING THE 2017SADC SUMMIT TO BE HOSTED AT THE OR TAMBO BUILDING, 460 SOUTPANSBERG ROAD, RIETONDALE, PRETORIA, GAUTENG, 10-20 AUGUST 2017.**
3. Required at Department of International Relations and Cooperation.
4. **Closing date: 28 July 2017 11 O'clock**
5. A Compulsory briefing Session will be held on: **19th July 2017 at 10 O'clock, Multipurpose OR Tambo Building Soutpansberg road, Rietondale 0084.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD8, SBD9, and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

This envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

OR

If posted, place the aforementioned envelope in a covering envelope addressed as follows:
Department of International Relations and Cooperation 460 Soutpansberg Road Rietondale 0084.

Non compliance with any of **the above** conditions will result in **your bid being disqualified**.

Yours faithfully


DIRECTOR-GENERAL

DATE: 14/07/2017

Kgoro ya Tirišano le Tšhomišano ya Dinaga lša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng lsa Majhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirišano • UMnyango Wezobudielwano Nokubambisana Bamazwe Namazwe • Liliko Letebudielwane Bemave kanye Nekusebentisana • ISebe lezobudielwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiso nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkings en Samewerking

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

**DIRCO: 01/2017/2018: INVITATION FOR BIDDER/S TO
PROVIDE CATERING AND DÉCOR SERVICES DURING THE
2017 SADC SUMMIT TO BE HOSTED AT THE OR TAMBO
BUILDING, 460 SOUTPANSBERG ROAD, RIETONDALE,
PRETORIA, GAUTENG, 10-20 AUGUST 2017.**



TERMS OF REFERENCE

INVITATION FOR A BIDDER/S TO PROVIDE CATERING AND DÉCOR SERVICES DURING THE SADC SUMMIT TO BE HOSTED AT THE OR TAMBO BUILDING, 460 SOUTPANSBERG ROAD, RIETONDALE, PRETORIA, GAUTENG, 10 – 20 AUGUST 2017

1. PURPOSE

To invite Bidder/s to submit a proposal to provide catering services and all related requirements during the SADC Summit at the DIRCO Headquarters – OR Tambo Building; 460 Soutpansberg Road, Rietondale, Pretoria.

2. BACKGROUND

2.1 The Directorate: State Guesthouses is responsible for planning, organizing and managing catering for State and official events.

2.2 The Department of International Relations and Cooperation (DIRCO) has been mandated to be the lead department in provisioning of exclusive catering for Heads of State/ Government, VIP guests (Ministers), senior official/ delegates and support staff. It is expected to cater for guests divided into different categories and different catering venues at OR Tambo Building (DIRCO).

3. SPECIFICATIONS

The categories for catering purposes are:

Dates	Guests Categories	Number
10-20 August 2017	Senior Officials	350
15 -17 August 2017	Council of Ministers	90
10 – 20 August 2017	Support Staff	100
10, 16, 17, 19 & 20	Media	120
17 – 21 August 2017	Eminent Staff (attached to the Principals)	100
05 – 21 August 2017	SADC Executive Secretariat	40

SENIOR OFFICIALS AND DELEGATES AREA	
Number of guests	350 PAX
Category of guests	<ul style="list-style-type: none"> • Senior Officials/Delegates
Type of Meals	<ul style="list-style-type: none"> • Mid-Morning Coffee/Tea Station • Lunch – Buffet Meal • Afternoon Coffee/Tea Station
Beverages	Soft drinks; water; juices; coffee & tea
REQUIREMENTS: the following requirements must be costed and outlined in the bid	
Dates and requirements	<ul style="list-style-type: none"> • 10 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 11 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc • 12 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc • 13 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 14 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 15 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 16 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 17 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 18 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 19 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths,

	<p>under blankets, napkins, chair covers, bread baskets etc.</p> <ul style="list-style-type: none"> • 20 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc.
Conference Set-up	<ul style="list-style-type: none"> • The venue should be set up with bottled water with glasses upon commencement of conference • Refreshed while delegates break in the mid-morning • Refreshed while delegate break during lunch • Refreshed during afternoon tea break. • Bottled water should be available – still and sparkling. Quote on 1400 bottles a day– 70% still and 30% sparkling.
Mid-Morning Coffee/Tea Station	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and morning snacks e.g. scones; muffins; croissants; fruit. • Bidder/s to provide options to choose from for the arrival morning coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of guests' arrival is 10h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior to arrival.
Buffet Meal	<ul style="list-style-type: none"> • Please provide 3 buffet options • This Buffet should consist of 2 x protein; 2 x starch; 2 x veg; 1 x salad; 1 x vegetarian option; 1 x dessert • Include catering equipment required – chafing dishes; cake lifters; serving spoons, etc. • Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization • 2 buffet stations are required.
Afternoon Coffee/Tea Stations	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and afternoon snacks e.g. scones; muffins; croissants; fruit; • Bidder/s to provide options to choose from for the afternoon coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of break is 15h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior.

Dietary Requirements	<ul style="list-style-type: none"> • Quotation must include provision for halaal (10% halaal) and vegetarian meals. (10% vegetarian) • Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests
Bar Menu	<ul style="list-style-type: none"> • No alcoholic beverages to be served • Bottled water should be available – still and sparkling. 70% still and 30% sparkling. • Quotations should provide a maximum of 2 sodas per person. • All necessary bar equipment to be included in quotation e.g. ice, ice buckets, serving tongs etc. • Final invoice should be billed based on consumption during the event. • Please quote an Annexure A (a detailed list of all items which are requested to be available in the open bar.) • No alcohol shall be served.
Professional Wait Staff	<ul style="list-style-type: none"> • It is of utmost importance that prospective bidders should include a deployment plan which includes ratio of 1 waiter per 10 guests. • Please note that a detailed list of ALL staff will be required for screening and vetting purposes and would have to be accredited prior to event. • Wait staff must have a RSA ID • Bidder/s should have a contingency plan in place to ensure that wait staff compliment is fulfilled and deployment is not compromised • Deployment plan should also include an indication of the number of staff at all levels e.g. chefs; floor managers; supervisors. • Waiters should be well trained and experienced. • Waiters to wear a uniform and project a professional image. All wait staff to have serving trays.
Crockery & Cutlery	<ul style="list-style-type: none"> • Crockery & cutlery to be provided according to confirmed menu (e.g. if soup is served there should be soup spoons etc. • Plain glassware to be used for catering.
Catering Equipment	<ul style="list-style-type: none"> • The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc) • Chaffing dishes will have to be approved by DIRCO catering work stream prior to utilization. • DPW to provide a marquee for the service area to utilise as preparation and service area.
Linen; Table Accessories; Décor	<ul style="list-style-type: none"> • The Bidder/s is expected to supply and quote on all décor & linen i.e. table cloths; under blankets; centrepieces; chair covers; etc) • Bidder/s will be requested to prepare a mock set-up whereby the client can choose linen & centrepieces. A minimum of 3 décor choices to be presented.

	<ul style="list-style-type: none"> • The Bidder/s is expected to also prepare for a tasting 1-2 weeks before the event • The Bidder/s will provide round tables, chairs; chair covers for 350(TBC) guests. • The Bidder/s will provide the trestle tables to be utilized as buffet/serving stations.
15 – 20 August 2017	
MINISTER'S AREA – HOLDING/DINING ROOM	
Number of guests (Ministers)	90
Category of guests	
Type of Meals VIP Catering	<ul style="list-style-type: none"> • Arrival Coffee/Tea Station with fruit platters • Mid-Morning Coffee/Tea Station with coffee/tea/juice and snacks e.g. scones; muffins; croissants; fruit. • Lunch-Buffer sit down Meal • Afternoon Coffee/Tea Station with coffee/tea/juice and snacks e.g. scones; muffins; croissants; fruit.
Beverages	Soft drinks; water; juices; coffee & tea
REQUIREMENTS: the following requirements must be costed and outlined in the bid	
Dates and requirements	<ul style="list-style-type: none"> • 15 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, under plates, centre pieces, napkins, chair covers, bread baskets etc. • 16 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, under plates, centre pieces, napkins, chair covers, bread baskets etc. • 17 August 2017 - The Bidder/s is expected to supply and quote on catering; crockery and cutlery, inclusive of service; all décor, linen i.e. table cloths, under blankets, under plates, centre pieces, napkins, chair covers, bread baskets, etc. • 18 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, under plates, centre pieces, napkins, chair covers, bread baskets etc. • 19 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, under plates, centre pieces, napkins, chair covers, bread baskets etc.. • 20 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, under plates, centre pieces, napkins, chair covers, bread baskets etc.

Conference Package	<ul style="list-style-type: none"> • The venue should be set up with bottled water with glasses upon commencement of conference • Refreshed while delegates break in the mid-morning • Refreshed while delegate break during lunch • Refreshed during afternoon tea break. • Bottled water should be available – still and sparkling. Quote on 1400 bottles a day– 70% still and 30% sparkling.
Arrival Coffee/Tea Station	<ul style="list-style-type: none"> • Upon arrival, guests should be served coffee/tea/juice and seasonal fruit platters. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of guests' arrival is 08h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 60 minutes prior to arrival.
Mid-Morning Coffee/Tea Station	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and snacks e.g. scones; muffins; croissants; fruit. • Bidder/s to provide options to choose from for the mid-morning coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of tea break is 10h30 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior.
VIP Buffet Meal	<ul style="list-style-type: none"> • Please provide 3 buffet options • This Buffet should consist of 2 x protein; 2 x starch; 2 x veg; 2 x salad; 1 x vegetarian option; 1 x dessert and seasonal fruit platter. • Include catering equipment required as per the menu specification – chafing dishes; cake lifters; serving spoons, etc. • 2 buffet stations are required. • Bidder/s should ensure that buffet stations are manned by chef's/staff to explain dishes or assist guests by explaining dishes. • A Halaal buffet station should be included.
Afternoon Coffee/Tea station	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and snacks e.g. scones; muffins; croissants; fruit platter. • Bidder/s to provide options to choose from for the afternoon coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of break is 15h00 (tbc) which will be confirmed closer to event. Bidder/s will be expected

	to have service & set-up ready at least 60 minutes prior.
Crockery & Cutlery	<ul style="list-style-type: none"> • Crockery & cutlery to be provided according to confirmed menu (e.g. if soup is served there should be soup spoons etc. • Crockery and cutlery should be of a 5 star grading. • Crystal glassware to be used for catering.
Dietary Requirements	<ul style="list-style-type: none"> • Quotation must include provision for halaal (10%) and vegetarian meals (10%). • Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests
Bar Menu	<ul style="list-style-type: none"> • Bottled water should be available – still and sparkling. 70% still and 30% sparkling. • A comprehensive soft drink menu should be available to choose from for guests. • Diet soft drinks options to be available. • Quotations should provide a minimum of 2 sodas per guest. • All necessary bar equipment to be included in quotation e.g. ice, ice buckets, serving tongs etc. • Final invoice should be billed based on consumption during the event. • Please quote an Annexure A (a detailed list of all items which are requested to be available in the open bar.) • No alcohol shall be served.
Professional Wait Staff	<ul style="list-style-type: none"> • It is of utmost importance that prospective bidders should include a deployment plan which includes ratio of 1 waiter <u>per 10</u> guests. • Please note that a detailed list of ALL staff will be required for screening and vetting purposes and would have to be accredited prior to event. • Wait staff must have a RSA ID • Bidder/s should have a contingency plan in place to ensure that wait staff compliment is fulfilled and deployment is not compromised • Deployment plan should also include an indication of the number of staff at all levels e.g. chefs; floor managers; supervisors. • Waiters should be well trained and experienced. • Waiters to wear a uniform and project a professional image. • All wait staff to have serving trays.
Catering Equipment	<ul style="list-style-type: none"> • The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc) • Chaffing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization. • DPW to provide a marquee for the service area to utilise as preparation and service area.

Linen; Table Accessories; Décor	<ul style="list-style-type: none"> • The Bidder/s is expected to supply and quote on all décor & linen i.e. cream table cloths; linen serviettes; under-blankets; under-plates; centrepieces; napkin rings; ashtrays; chair covers; bread baskets etc) • Bidder/s will be requested to prepare a mock set-up whereby the client can choose linen & centrepieces. A minimum of 3 décor choices to be presented. • The Bidder/s is expected to also prepare for a tasting 1-2 weeks before the event
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SUPPORT STAFF AREA	
Number of guests	75 PAX
Category of guests	<ul style="list-style-type: none"> • Support Staff
Type of Meals	<ul style="list-style-type: none"> • Mid-Morning Coffee/Tea Station • Lunch – Buffet Meal • Afternoon Coffee/Tea Station
Beverages	<ul style="list-style-type: none"> • Soft drink x 70 • Bottled Water x 70 per day • Juice

REQUIREMENTS: the following requirements must be costed and outlined in the bid

<p>Dates and requirements</p> <p>Breakfast Packs 16/08/2017 (only)</p>	<ul style="list-style-type: none"> • 10 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc. • 11 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc • 12 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc • 13 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc • 14 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc • 15 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc • 16 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc.
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	<ul style="list-style-type: none"> • For breakfast the following should be served; Tea/Coffee, assorted fruit x 2 pp, fruit juices (individual packs) x 50, assorted yoghurts, health bread sandwich filled with assorted cold meats and cheese x 10 (halaal), health bread sandwich, vegetarian x 10 and health snack (health bread sandwich - 50). • 17 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc. • 18 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc. • 19 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc. • 20 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc.
Mid-Morning Tea	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and morning snacks e.g. scones; muffins; croissants; fruit. • Bidder/s to provide options to choose from for the arrival morning coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of guests' arrival is 10h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior to arrival.
Buffet Meal	<ul style="list-style-type: none"> • Please provide 3 buffet options • This Buffet should consist of 2 x protein; 2 x starch; 2 x veg; 1 x salad; 1 x vegetarian option; 1 x dessert • Include catering equipment required – chafing dishes; cake lifters; serving spoons, etc. • Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization • 2 buffet stations are required.
Afternoon Coffee/Tea Station	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and afternoon snacks e.g. scones; muffins; croissants; fruit; • Bidder/s to provide options to choose from for the afternoon coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice

	<ul style="list-style-type: none"> Estimated time of break is 15h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior.
Dietary Requirements	<ul style="list-style-type: none"> Quotation must include provision for halaal (10% halaal) and vegetarian meals. (10% vegetarian) Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests
Bar Menu	<ul style="list-style-type: none"> No alcoholic beverages to be served Bottled water should be available – still and sparkling. 70% still and 30% sparkling. Quotations should provide a maximum of 2 sodas per person. All necessary bar equipment to be included in quotation e.g. ice, ice buckets, serving tongs etc. Final invoice should be billed based on consumption during the event. Please quote an Annexure A (a detailed list of all items which are requested to be available in the open bar.) No alcohol shall be served.
Professional Wait Staff	<ul style="list-style-type: none"> It is of utmost importance that prospective bidders should include a deployment plan which includes ratio of 1 waiter <u>per 10</u> guests. Please note that a detailed list of ALL staff will be required for screening and vetting purposes and would have to be accredited prior to event. Wait staff must have a RSA ID Bidder/s should have a contingency plan in place to ensure that wait staff compliment is fulfilled and deployment is not compromised Deployment plan should also include an indication of the number of staff at all levels e.g. chefs; floor managers; supervisors. Waiters should be well trained and experienced. Waiters to wear a uniform and project a professional image. All wait staff to have serving trays.
Crockery & Cutlery	<ul style="list-style-type: none"> Crockery & cutlery to be provided according to confirmed menu (e.g. if soup is served there should be soup spoons etc. Plain glassware to be used for catering.
Catering Equipment	<ul style="list-style-type: none"> The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc) Chaffing dishes will have to be approved by DIRCO catering work stream prior to utilization. DPW shall provide a marquee for the service area to utilise as preparation and service area.
MEDIA AREA	
Number of guests	120 PAX

Category of guests	<ul style="list-style-type: none"> • Media
	<ul style="list-style-type: none"> • Mid-Morning Coffee/Tea Station • Hot & Cold snacks (packs) • Afternoon Coffee/Tea Station
Beverages	<ul style="list-style-type: none"> • Soft drink x 100 • Bottled Water x 100 per day • Juice
REQUIREMENTS: the following requirements must be costed and outlined in the bid	
<p>Dates and requirements</p> <p>Morning Live: Breakfast Packs 16/08/2017 (only)</p>	<ul style="list-style-type: none"> • 09 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. • 16 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc. For breakfast the following should be served; Tea/Coffee, assorted fruit x 2 pp, fruit juices (individual packs) x 100, assorted yoghurts, health bread sandwich filled with assorted cold meats and cheese x 100 (halaal), health bread sandwich, vegetarian x 20 and health snack (health bar). • 17 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc • 19 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc • 20 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, napkins, chair covers, bread baskets etc
Mid-Morning Tea	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and morning snacks e.g. scones; muffins; croissants; fruit. • Bidder/s to provide options to choose from for the arrival morning coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of guests' arrival is 10h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior to arrival.
Hot & Cold Snacks (Packs)	<ul style="list-style-type: none"> • Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization.

Afternoon Coffee/Tea Station	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and afternoon snacks e.g. scones; muffins; croissants; fruit; • Bidder/s to provide options to choose from for the afternoon coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of break is 15h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior.
Dietary Requirements	<ul style="list-style-type: none"> • Quotation must include provision for halaal (10% halaal) and vegetarian meals. (10% vegetarian) • Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests
Bar Menu	<ul style="list-style-type: none"> • No alcoholic beverages to be served • Bottled water should be available – still and sparkling. 70% still and 30% sparkling. • Quotations should provide a maximum of 2 sodas per person. • All necessary bar equipment to be included in quotation e.g. ice, ice buckets, serving tongs etc. • Final invoice should be billed based on consumption during the event. • Please quote an Annexure A (a detailed list of all items which are requested to be available in the open bar.) • No alcohol shall be served.
Professional Wait Staff	<ul style="list-style-type: none"> • It is of utmost importance that prospective bidders should include a deployment plan which includes ratio of 1 waiter per 10 guests. • Please note that a detailed list of ALL staff will be required for screening and vetting purposes and would have to be accredited prior to event. • Wait staff must have a RSA ID • Bidder/s should have a contingency plan in place to ensure that wait staff compliment is fulfilled and deployment is not compromised • Deployment plan should also include an indication of the number of staff at all levels e.g. chefs; floor managers; supervisors. • Waiters should be well trained and experienced. • Waiters to wear a uniform and project a professional image. • All wait staff to have serving trays.
Crockery & Cutlery	<ul style="list-style-type: none"> • Crockery & cutlery to be provided according to confirmed menu (e.g. if soup is served there should be soup spoons etc. • Plain glassware to be used for catering.
Catering Equipment	<ul style="list-style-type: none"> • The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc)

	<ul style="list-style-type: none"> Chaffing dishes will have to be approved by DIRCO catering work stream prior to utilization. DPW shall provide a marquee for the service area to utilise as preparation and service area.
Linen; Table Accessories; Décor	<ul style="list-style-type: none"> The Bidder/s is expected to supply and quote on all décor & linen i.e. table cloths; under blankets; chair covers; etc) Bidder/s will be requested to prepare a mock set-up. A minimum of 3 décor choices to be presented. The Bidder/s is expected to also prepare for a tasting 1-2 weeks before the event The Bidder/s will provide round tables, chairs; chair covers for 240(TBC) guests. The Bidder/s will provide the trestle tables to be utilized as buffet/serving stations.
SADC SECRETARIAT AREA	
Number of guests	40 PAX
Category of guests	<ul style="list-style-type: none"> SADC Secretariat
Type of Meals	<ul style="list-style-type: none"> Coffee/Tea replenishments throughout the day Mid-Morning Coffee/Tea Station with coffee/tea/juice, water and morning snacks e.g. scones; muffins; croissants; fruit. Afternoon Coffee/Tea Station with coffee/tea/juice, water and morning snacks e.g. scones; muffins; croissants; fruit.
Beverages	<ul style="list-style-type: none"> Soft drink x 50 Bottled Water x 120 per day Juice
Dates and requirements 10 – 20 August 2017	<ul style="list-style-type: none"> The Bidder/s is expected to supply and quote on catering; crockery and cutlery
Buffet Meal (10 -20 August 2017)	<ul style="list-style-type: none"> Provide 3 menu options This Buffet should consist of 2 x protein; 2 x starch; 2 x veg; 1 x salad; 1 x vegetarian option; 1 x dessert Include catering equipment required – chafing dishes; cake lifters; serving spoons, etc. Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization 1 buffet station to be provided.
Afternoon Coffee/Tea Stations (10 - 20 August 2017)	<ul style="list-style-type: none"> At tea time, guests should be served coffee/tea/juice and afternoon Bidder/s to provide options to choose from for the afternoon coffee/tea station. Selection of Teas to be available Filter coffee to be served Juice should be 100% fruit juice

	<ul style="list-style-type: none"> Estimated time of break is 18h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 60 minutes prior.
Dietary Requirements	<ul style="list-style-type: none"> Quotation must include provision for halaal (10% halaal) and vegetarian meals. (10% vegetarian) Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests.
Catering Equipment	<ul style="list-style-type: none"> The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc) Chaffing dishes will have to be approved by DIRCO catering work stream prior to utilization

OPS ROOM & ACCREDITATION	
Number of guests	18 (Afternoon Shift)
Category of guests	<ul style="list-style-type: none"> OPS Room Officials
Type of Meals	<ul style="list-style-type: none"> Coffee/Tea replenishments throughout the day Mid-Morning Coffee/Tea Station with coffee/tea/juice, water Afternoon Coffee/Tea Station with coffee/tea/juice
Beverages	<ul style="list-style-type: none"> Soft drink x 20 Bottled Water x 20 per day Juice
Dates and requirements 14 – 21 August 2017	<ul style="list-style-type: none"> 14 August 2017- 21 August 2017 The Bidder/s is expected to supply and quote on catering; crockery and cutlery
Buffet Meal (07 -21 August 2017)	<ul style="list-style-type: none"> Provide 3 buffet options This Buffet should consist of 2 x protein; 2 x starch; 2 x veg; 1 x salad; 1 x vegetarian option; 1 x dessert Include catering equipment required – chafing dishes; cake lifters; serving spoons, etc. Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization 1 buffet station to be provided.
Afternoon Coffee/Tea Stations (14 - 21 August 2017)	<ul style="list-style-type: none"> At tea time, guests should be served coffee/tea/juice and afternoon Bidder/s to provide options to choose from for the afternoon coffee/tea station. Selection of Teas to be available Filter coffee to be served Juice should be 100% fruit juice Estimated time of break is 18h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 60 minutes prior.

Dietary Requirements	<ul style="list-style-type: none"> • Quotation must include provision for halaal (10% halaal) and vegetarian meals. (10% vegetarian) • Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests.
Catering Equipment	<ul style="list-style-type: none"> • The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc) • Chafing dishes will have to be approved by DIRCO catering work stream prior to utilization.

EMINENT SUPPORT STAFF - AREA	
Number of guests	60 PAX
Category of guests	<ul style="list-style-type: none"> • Aide de Camps/Protectors • Chief of Protocols • PLO's
Type of Meals	<ul style="list-style-type: none"> • Arrival Morning Coffee/Tea Station • Lunch – Buffet Meal • Afternoon Coffee/Tea Station
Beverages	<ul style="list-style-type: none"> • Soft drink x 120 • Bottled Water x 100 per day • Juice
REQUIREMENTS: the following requirements must be costed and outlined in the bid	
Dates and requirements	<ul style="list-style-type: none"> • 18 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc. • 19 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc. • 20 August 2017- The Bidder/s is expected to supply and quote on catering; crockery and cutlery inclusive of service; all décor; linen i.e. table cloths, under blankets, centre pieces, napkins, chair covers, bread baskets etc.
Mid-Morning Coffee/Tea Station	<ul style="list-style-type: none"> • Upon arrival, guests should be served coffee/tea/juice and morning snacks e.g. scones; muffins; croissants; fruit. • Bidder/s to provide options to choose from for the arrival morning coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of guests' arrival is 10h00 which will be confirmed closer to event. Bidder/s will be

	<p>expected to have service & set-up ready at least 30 minutes prior to arrival.</p>
Buffet Meal	<ul style="list-style-type: none"> • Please provide 3 buffet options • This Buffet should consist of 2 x protein; 2 x starch; 2 x veg; 1 x salad; 1 x vegetarian option; 1 x dessert • Include catering equipment required – chafing dishes; cake lifters; serving spoons, etc. • Chafing dishes must be of high standard and will have to be approved by DIRCO catering work stream prior to utilization • 2 buffet stations are required. • Café style set-up required.
Afternoon Coffee/Tea Stations	<ul style="list-style-type: none"> • At tea time, guests should be served coffee/tea/juice and afternoon snacks e.g. scones; muffins; croissants; fruit. • Bidder/s to provide options to choose from for the afternoon coffee/tea station. • Selection of Teas to be available • Filter coffee to be served • Juice should be 100% fruit juice • Estimated time of break is 15h00 which will be confirmed closer to event. Bidder/s will be expected to have service & set-up ready at least 30 minutes prior.
Dietary Requirements	<ul style="list-style-type: none"> • Quotation must include provision for halaal (10% halaal) and vegetarian meals. (10% vegetarian) • Consideration should be made for dietary requirements received closer to event e.g. kosher meals; lactose intolerant meals etc. gluten free; wheat free; diabetic guests
Bar Menu	<ul style="list-style-type: none"> • No alcoholic beverages to be served • Bottled water should be available – still and sparkling. Quote on 480 bottles a day– 70% still and 30% sparkling. • Quotations should provide a maximum of 2 sodas per person. • All necessary bar equipment to be included in quotation e.g. ice, ice buckets, serving tongs etc. • Final invoice should be billed based on consumption during the event.
Professional Wait Staff	<ul style="list-style-type: none"> • It is of utmost importance that prospective bidders should include a deployment plan which includes ratio of 1 waiter <u>per 10</u> guests. • Please note that a detailed list of ALL staff will be required for screening and vetting purposes and would have to be accredited prior to event. • Wait staff must have a RSA ID • Bidder/s should have a contingency plan in place to ensure that wait staff compliment is fulfilled and deployment is not compromised • Deployment plan should also include an indication of the number of staff at all levels e.g. chefs; floor managers; supervisors. • Waiters should be well trained and experienced. • Waiters to wear a uniform and project a professional image. • All wait staff to have serving trays.

Crockery & Cutlery	<ul style="list-style-type: none"> • Crockery & cutlery to be provided according to confirmed menu (e.g. if soup is served there should be soup spoons etc. • Plain glassware to be used for catering.
Catering Equipment	<ul style="list-style-type: none"> • The prospective Bidder/s is expected to provide all the necessary catering equipment as needed for the event (e.g chafing dishes; dishing spoons etc) • Chaffing dishes will have to be approved by DIRCO catering work stream prior to utilization. • DPW to provide a marquee for the service area to utilise as preparation and service area.
Linen; Table Accessories; Décor	<ul style="list-style-type: none"> • The Bidder/s is expected to supply and quote on all décor & linen i.e. table cloths; under blankets; centrepieces; chair covers; etc) • Bidder/s will be requested to prepare a mock set-up whereby the client can choose linen & centrepieces. A minimum of 3 décor choices to be presented. • The Bidder/s is expected to also prepare for a tasting 1-2 weeks before the event • The Bidder/s will provide round tables, chairs; chair covers for 120(TBC) guests. • The Bidder/s will provide the trestle tables to be utilized as buffet/serving stations.

GENERAL SPECIFICATIONS:

- a) **References**
It is vital that the prospective Bidder/s includes a company profile and at least 3 contactable references of similar VIP events facilitated
- b) **Oversee breakdown; clearing**
Ensure that all equipment is removed from the premises; waste disposal is properly managed – disposed of or recycled
- c) **Transport; Labour**
Prospective bidders must include all transport costs related to the catering i.e. transportation of food; equipment; wait staff; transport for wait staff for accreditation purposes etc.
- d) **Operating Hours**
The successful Bidder/s must render the required service in accordance with the project plans of various other stake holders. It is important that Bidder/s should be flexible and be willing to operate at any given time
- e) **Security Clearance**
Appointment of the Bidder/s is subject to vetting and State Security Clearance. The successful Bidder/s must ensure that all staff are accredited at own costs & planning and completed timeously.
- f) **Completion of set-up: 24 hours prior to event**

4. RESPONSIBILITIES

- a) **DIRCO State Guesthouses team**

- Will provide the necessary detail and information so that the service requirements are understood
- Render all reasonable assistance in executing the service
- Communicate and work together with DIRCO State Guesthouse Team on all catering areas e.g. service; floor management.

b) BIDDER/S

- Execute all services as stipulated in the specifications contained herein within the specified timeframes
- Suggest alternative arrangements/solutions and advice if requested service is not available or it can be proven that with deviations to original arrangements that financial savings can be realized
- Timeous delivery of services as stipulated in the approved project plan
- Upon request from the DIRCO catering work stream the Bidder/s must remove any resource employed at the site should the service rendered by the resource not be in accordance with the requirements
- Timeous submission of correct detailed invoices for rendered services to the satisfaction of DIRCO in order for payments to be effected by the department within 30 days of receipt as per tender stipulation.
- Ensure confidentiality in respect of ALL arrangements concerning the event and all persons involved.
- Ensure that transportation of food items are in line with Health and OHSA regulations
- Any damage done to the buildings; gardens; and surrounding areas will be for the Bidder/s's account.
- Provide clean table linen on a daily basis, or change when soiled.

5. EVALUATION METHODOLOGY

5.1 The Bid must be properly submitted on or before the closing date and time specified on the invitation, fully completed in ink (as per all standard conditions of tender).

5.2 Bidder/s must comply with all special/and or/general conditions or responsiveness criteria which are as follow:

Responsiveness Criteria

Minimum requirements that must be met by prospective supplier in order to qualify to the next stage of the evaluation process.

Requirements	
	Proof of registration on Central Supplier Database(CSD) with Tax Compliant Status
	Prices should be fixed and include VAT.
	It is expected that the Bidder/s/s will provide a detailed quotation which will itemize all costs on services related to the event as indicated in the specifications.
	All SBD forms should be completed and signed: SBD1, 3.1, 4, 6.1, 8 and 9
	Attendance of a compulsory briefing session
	Valid Health Certificate

Phase 2: Functionality Criteria

The following criteria will be used to evaluate the supplier, apart from those prescribed in the Preferential Procurement Regulations of 2001 pertaining to the Preferential Procurement Policy Framework Act of 2000.

A panel will evaluate all suppliers' applications received on a basis of price and functionality. A supplier that scores less than sixty percent (60%) out of a hundred percentages (100%) in respect of "Functionality" will be disqualified on the basis of failure to meet the capacity to deliver the required product criteria.

Functionality Criteria	Weight	
Minimum of three (3) years' experience within off-site catering is required <table border="1" style="width: 100%;"> <tr> <td> Matrix: 3yrs = 3 4yrs = 4 5yrs = 5 </td> </tr> </table>	Matrix: 3yrs = 3 4yrs = 4 5yrs = 5	30
Matrix: 3yrs = 3 4yrs = 4 5yrs = 5		
Proof of a minimum of three (3) previous events of the same nature (high profile clients & high number of guests – 100 and up) accompanied by contactable references. <table border="1" style="width: 100%;"> <tr> <td> Matrix 3refs = 3 4refs = 4 5refs = 5 </td> </tr> </table>	Matrix 3refs = 3 4refs = 4 5refs = 5	20
Matrix 3refs = 3 4refs = 4 5refs = 5		
Detailed Project Plan outlining the menu & delivery; deployment; set-up; refreshing and clearing schedules	20	
Food Tasting & Mock set-up: Decor	30	
TOTAL	100	

Values: 1 = Poor, 2= Fair, 3 = Good, 4 = Very Good, 5 = Excellent

5.3. Price and Preference Criteria

The applicable formula 80/20 will be utilised to evaluate the procurement, of which eighty (80) points must be allocated for price. The remaining twenty (20) points used in the evaluation of the B-BBEE selection criteria. Certain goals have been targeted and the points allocated for these goals are indicated in the enclosed SBD forms (to be completed in details).

The values and respective preference point system is outlined:

Points awarded for B-BBEE Status Level of Contribution

5.3.1 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 (80/20 system)
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 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.
- 5.3.6 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.
- 5.3.7 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.
- 5.3.8 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. GENERAL CONDITIONS

- 6.1 Bidder/s's evaluation can only be done on the basis of all requested information contained herein. The comprehensiveness of the procurement proposal can therefore be decisive in awarding thereof.
- 6.2. For purposes of comparison and in order to ensure a meaningful evaluation, suppliers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- 6.3. It is the DIRCO's endeavour to promote black economic empowerment and as such, the prospective suppliers are required to submit company profile/proposals indicating percentage shareholding of the Historically Disadvantaged Individuals (HDIs). It is recommended that the BBBEE Accreditation certificate be attached with the proposal documents.
- 6.4. In case of a consortium, the suppliers must indicate how a joint venture (if the suppliers are a joint venture between a BEE firm and a non-BEE firm) will split the work between the companies. The details must be such that the DIRCO can audit the actual work allocation between the companies to enforce the transfer of skills. (The percentage involvement of each company in the joint venture should also be indicated).
- 6.5 The prospective suppliers are required to indicate their costing per item and total cost (inclusive of VAT) on the company billing format, for ease of evaluation. Prices/fees must be quoted in South African currency.
- 6.7 In their proposals, the suppliers must indicate the company's track record in the field of off-site catering with at least 3 contactable references
- 6.8 DIRCO reserves the right to conclude a Service Level Agreement with the preferred bidder to supplement the General Conditions of Contract.
- 6.9 Please take note that DIRCO is not obliged to select any of the bidders' submitted proposals.
- 6.10 Short listed Bidder/s will be notified by Supply Chain Management.

7 FEES AND PAYMENT SCHEDULE

- 7.1 Fees must be quoted in South African currency.
- 7.2 All prices quoted must include VAT.
- 7.3 Bidder should take note that the Department will only effect payment within 30 days after the receipt of a valid tax invoice & relevant supporting reports are received and the service has been rendered to the satisfaction of DIRCO.

8. BID VALIDITY PERIOD

The bid must be valid for 120 days from date of submission.

9. CONTACT PERSONS AND SUBMISSIONS OF PROPOSAL

Prospective Bidder/s should submit their Proposal on or before 11:00 am on the 28 July 2017.

All enquiries may be directed to Supply Chain Management:

Tel: +27 12 351 1359/0362/11928

Fax +27 12 329 1267

Email addresses: grimselljfw@dirco.gov.za; molekoas@dirco.gov.za; kubayii@dirco.gov.za

Prospective Bidder/s are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

Non-compliance to any of the above specifications or conditions will result in your quotation being disqualified.

Per hand:

Department of International Relations and Cooperation

Bid box, OR Tambo Building Main Gate

Private Bag X 84

460 Soutpansberg Road

Rietondale

Pretoria

0084

Emailed or faxed submission will not be accepted

A compulsory briefing session will take place on the 19th of July 2017 at the DIRCO offices, OR Tambo Building, Multi-Purpose Centre, 460 Soutpansberg Road, Rietondale at 10:00 am.

Any bid received after the due date will not be considered.

**PART A
INVITATION TO BID**

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

BID NUMBER:	DIRCO 01/2017/18	CLOSING DATE:	28/07/2017	CLOSING TIME:	11:00
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APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE FOR CATERING AND DÉCOR SERVICES DURING THE 2017 SADC SUMMIT TO BE HOSTED AT THE OR TAMBO BUILDING, 460 SOUTPANSBERG ROAD, RIETONDALE, PRETORIA, GAUTENG, FROM 10-20 AUGUST 2017.

DESCRIPTION

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of International Relations and Cooperation

Bid box, OR Tambo Building Main Gate
 Private Bag X 84
 460 Soutpansberg Road
 Rietondale
 Pretoria
 0084

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			

TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)		DATE
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION		CONTACT PERSON
CONTACT PERSON	GRIMSELL W, MOLEKOA S, KUBAYI I		TELEPHONE NUMBER
TELEPHONE NUMBER	+27 12 351 1359/0362/11928		FACSIMILE NUMBER
FACSIMILE NUMBER	+27 12 329 1267		E-MAIL ADDRESS
E-MAIL ADDRESS	grimsellw@dirco.gov.za;molekoas@dirco.gov.za;kubayii@dirco.gov.za		MR ZWANE TT +27 12 351 0522 zwanet@dirco.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder DIRCO	Bid number DIRCO: 01/2017/18
Closing Time 11:00	Closing date 28 July 2017

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

Required by: DIRCO.....

Item	Unit Price	Quantity	Total Price
1. Senior Officials		350	
Beverages (Refer to page 3 - 5 on the TOR)			
Type of Meals (Refer to page 3 - 5 on the TOR)			
Crockery & Cutlery			
Catering Equipment			
Linen; Table Accessories; Décor			
2. Minister's Area		90	
Beverages (Refer to page 6 - 8 on the TOR)			
Type of meals (refer to page 6 - 8 on the TOR)			
Crockery & Cutlery			
Catering Equipment			
Linen; Table Accessories; Décor			
3. Support Staff		75	
Type of Meals (Refer to page 9 - 11 on the TOR)			
Beverages (Refer to page 9 - 11 on the TOR)			
Crockery & Cutlery			
Catering Equipment			

4. Media Area		120	
Beverages (Refer to page 11 - 13 on the TOR)			
Hot & Cold snacks (packs)			
5. SADC Secretariat Area		40	
Beverages (Refer to page 14 & 15 on the TOR)			
Type of Meals (Refer to page 14 & 15 on the TOR)			
Crockery and cutlery			
Catering Equipment			
6. OPS Room & Accommodation		18	
Beverages (Refer to page 15 & 16 on the TOR)			
Type of Meals (Refer to page 15 & 16 on the TOR)			
Catering Equipment			
7. Eminent Support Staff Area		60	
Beverages (Refer to page 16 - 18 on the TOR)			
Type of Meals (Refer to page 16 - 18 on the TOR)			
Crockery & Cutlery			
Catering Equipment			
Linen; Table Accessories; Décor			

- At: OR Tambo Building 460 Soutpansberg Road
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES
 - If not to specification, indicate deviation(s)
 - Period required for delivery 10-20 August 2017
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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).
- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

1.3 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

1.4 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.

1.5 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

- (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 points is allocated for price on the following basis:

80/20

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

Where

P_s = Points scored for price of bid under consideration

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 least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>

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? (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)? 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 consortium⁹ 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.

⁹ 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 NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)