



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 11/2018/19**
Enquiries : Ms I Kubayi; Mr S Molekoa; Ms E Mazibuko
Telephone : 012 351 1928/ 0362/ 8536
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 11/2018/19**
2. **REQUEST FOR APPROVAL OF TERMS OF REFERENCE (TOR) FOR THE INVITATION TO SERVICE PROVIDERS TO BID FOR CATERING SERVICES FOR 2019 PRESIDENTIAL INAUGURATION WHICH WILL TAKE PLACE ON 25 MAY 2019 AT SEFAKO MAKGATHO PRESIDENTIAL GUESTHOUSE BRYTERION ESTATE AND PRETORIA CDB.**
4. **Closing date: 12 APRIL 2019 11 O'clock**
5. **A compulsory briefing session will be held on: 29th of March 2019 10 O'clock at, OR Tambo Building, 460 Soutpansberg Road, Rietondale, Pretoria**
6. The attached documents consist of this cover page and the following pages.
Terms of Reference, SBD1, SBD3.1 (per session) 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

The envelope must be placed in the bid box at DIRCO Head office Building, 460 Soutpansberg road Rietondale Pretoria.

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

Yours faithfully


CHIEF DIRECTOR

DATE: 22/02/2019

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Maljhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatsbaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking



TERMS OF REFERENCE

DIRCO: 11-2018/19 Invitation for proposals to provide catering services for 2019 Presidential Inauguration which will take place on 25 May 2019 at Sefako Makgatho Presidential Guesthouse Bryterion Estate and Pretoria CBD

Invitation for proposals to provide catering services for 2019 Presidential Inauguration which will take place on 25 May 2019 at Sefako Makgatho Presidential Guesthouse Bryterion Estate and Pretoria CBD.

1. PURPOSE

To invite external service providers to submit a bid proposal to provide catering services and all related requirements during the Presidential Inauguration.

2. BACKGROUND

2.1 The Department of International Relations & Cooperation (DIRCO) has been mandated to procure luncheons to both Heads of State/Government and VIP guests during the 2019 Inauguration scheduled to take place on 25 May 2019. In total it would be expected to cater for 450 guests divided into different categories and different catering venues.

2.2 SCOPE OF WORK

DIRCO requires an accredited and reputable Bidder/s to provide the following services for the 2019 Presidential Inauguration which will take place on 25 May 2019. At Sefako Makgatho Presidential Guesthouse and Pretoria CBD, Pretoria, Gauteng.

2.3 Services required

- Catering services (25 May 2019)
- Services will be categorized per session, bidder/s are expected to bid per session.
- Awards for the tender will be per session.
- Bidder/s are expected to give a pricing breakdown as per session. (As listed in SBD 3.1).
- The department might appoint minimum of 4 or more service providers.
- Department of Public Works will provide furniture and other equipment which is not listed on page 4.
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- DPW to provide décor, furniture, tables and chairs except for session 1 and 4.
- The appointed service provider to provide serving trays, crockery and glassware
- Session 1 and 4 there is a kitchen at the guesthouse - appointed service provider can utilise, however serving trays, cutlery and crockery is required. Crystal glassware, white high quality cutlery is required 18/20 stainless steel, coffee machines, flasks will be required.
- Session 2 specifications page 4
- No catering equipment required for session 3
- Session 5 & 6 an empty kitchen marquee with electrical points will be provided. Appointed service provider to quote on all equipment required i.e. gas stoves, fridges, salamander, fryers plate racks, hot box, and freezers etc.
- For Head of State Lunch only crystal glassware to be used, high quality white crockery, and 18/20 or 2020 stainless steel cutlery.
- For session 6 support staff highly quality cutlery, china and glassware to be used. It does not have to be crystal.

3. SPECIFICATIONS

3.1 CATERING SPECIFICATIONS FOR PRESIDENTIAL INAGURATION

Date of event : 25 May 2019.

Session : 1
Venue : Presidential Holding Room (Presidential Guesthouse)
Number of guests : 100
Category of guests : Head of States / Government.
Estimated arrival : 07:00 AM
Number of waitrons : 10
Number of supervisors : 2
Breakfast Menu : Tea – rooibos, Ceylon, English breakfast, Darjeeling.
: Freshly brewed filter coffee.
: Fruit juice 100%
: Mineral water, still & sparkling.
: Soup – chicken & vegetable, served with bread roll
: Fresh fruit kebabs
: 3 fillings assorted fresh sandwiches, 1 veg option.
: Homemade biscuits.
: Assorted muffins with butter, preserves

Session : 2
Venue : O.R Tambo Building DIRCO Conference Centre Foyer
Number of guests : 300
Category of guests : Ambassadors, SANDF generals, Judges & Ministers
Estimated arrival : 07:00 AM
Number of waitrons : 10
Number of supervisors : 2
Breakfast menu : Freshly brewed filter coffee
: Tea – rooibos, Ceylon, English breakfast, Darjeeling
: 3 fillings assorted fresh sandwiches, 1 veg option
: Mineral water still & sparkling
: Fresh fruit kebabs
: Fruit juice 100%

Estimated arrival : 12:30 PM
Canapés menu after inauguration : Same refreshments served for breakfast
: Assorted soft drinks
: Lamb koftas
: Vegetarian spring rolls
: Boneless chicken drumsticks
: Cheese risolles
: Beef samosas
: Vegetable crudités served with tzatziki
: Chocolate brownies
: Mini milk tarts
: Fresh fruit kebabs

Session : 3
 Venue : Pretoria CBD.
 Number of guests : 450.
 Category of guests : Head of States/Government, Kings, Queens & family
 Arrival time of guests : TBC
 Number of waitrons : 5
 Number of supervisors : 2
 Menu : Mineral water still & sparkling
 : Mini snack bowls – biltong & luxury nuts.
 : Refreshments & snacks to be placed on seats
 : Other refreshments to be served in the suite
 : NB- no service during inauguration proceedings
 XXXXX

Session : 4
 Venue : Presidential Holding Room (Presidential Guesthouse)
 Number of guests : 100
 Category of guests : Head of States / Government.
 Estimated arrival : 13:00
 Number of waitrons : 10
 Number of supervisors : 2
 Refreshments : Welcome beverages prior to lunch
 : Freshly brewed filter coffee.
 : Sparkling grape juice (10 bottles)
 : Pongracz MCC (10 bottles)
 : Monis sherry – dry, medium & full (2 bottles of each)
 : Mineral water, still & sparkling.
 : Soft drinks
 XXXXX

Session : 5
 Venue : Presidential Lunch Dome (Presidential Guesthouse)
 Category of guests : Head of States / Government.
 Time : 13:30
 Number of guests : 450
 Number of waitrons : 115 (2 per table)
 Number of supervisors : 10
 Tables : 57 tables of 8 pax
 Number of chefs : 50
 Menu : Gourmet 3 course plated
 : Tea, coffee, juice, mineral water, sparkling water & soft drinks
 Starter options : Vegetable Soup served with croutons
 : Fresh Garden Salad mixed with seasonal greens and wild
 rocket, finished with zesty salad dressing.
 Main Course options : Medium tender slice beef fillet mignon, served with root
 vegetables, baby potatoes and jus.
 : Spinach & Feta ravioli served with Napolitano sauce
 : Salmon with lemon butter sauce, minted peas, slow roasted
 roma tomatoes and balsamic reduction
 Dessert Options : Baked Cheesecake served with fresh fruits and berry coulis

South African Wines

South African Premium wines

Quantity

: Minimum 3 bottles of wine each table
XXXXX

Session

: **6**

Venue

: Support Staff Marquee (Presidential Guesthouse)

Category of guests

: International Support Staff

Time

: 13:30

Number of guests

: 300

Number of waitrons

: 25

Number of supervisors

: 4

Tables

: 30 tables of 10 pax

Refreshments

: Tea/ Coffee

: Mineral Water still water

: Soft Drinks

Menu

: Greek Salad

: Steamed rice

: Seasonal Vegetables

: Vegetable lasagne

: Grilled chicken pieces

: Beef curry

: Malva pudding & custard

: Whole fruits

4. COST ESTIMATES.

4.1 *Estimates to be provided by the bidder at the time of submission of proposals.*

5. VALIDITY OF PERIOD OF PROPOSAL

5.1 120 days from date of closure.

5.2 TOR do not constitute the final agreement between DIRCO and the successful bidder. It is important to state that the rights and obligations of the parties will be determined through the conclusion of a formal agreement at the end of the process that may include the General Conditions of Contract (GCC) for public procurement as well as any applicable Special Conditions of Contract (SCC) that would take precedence over the GCC in the event of conflict.

6. EVALUATION METHODOLOGY

All the bids received will be evaluated in the following 3 phases (Administrative, Functionality criteria and Price)

6.1 Phase 1: Administrative Compliance

All potential Service Providers must comply with all minimum requirements in order to qualify for the next stage of the evaluation process. The minimum requirements which must be fully and comprehensively completed are as follows:

Requirements

Document that must be submitted	Non-submission may result in disqualification?	
<p>Completed and signed Standard Bid Documents SBD1, SBD 4, SBD 6.1,SBD 8, SBD 9</p> <p>In case of Joint Venture arrangement, all bidders/members must also submit all the mandatory documents</p>	YES	<p>In the event the bidder fails to submit the completed documents at the time of submitting the proposal, a Bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidder.</p>
Tax compliance Status on CSD	YES	<p>In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p> <p>In the event the bidder is not tax complaint at the time of submission of the proposal, the bidder will be notified in writing of their non-compliance status and</p>

		<p>will be given 7 working days to submit a proof from SARS of their tax compliance status</p> <p>The bidder will be disqualified should they fail to provide written proof of their tax compliance status after 7 days of notification.</p>
It is expected that the bidder/s will provide a detailed Proposal which will itemize all costs on services related to the event as indicated in the specifications (VAT inclusive); SBD 3.1	YES	
In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached.	YES	
Attendance of a compulsory briefing session.	YES	
Registration on Central Supplier Database (CSD)	YES	<p>Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration.</p>
Halaal certificate or a confirmation letter from a service provider where halaal food will be sourced	YES	
Valid Municipal Certificate of Acceptability/ Health Certificate.	YES	

NB: Any Bidder that fails to comply with the requirements will be regarded as submitting a non-responsive bid and will be disqualified

6.2 Phase 2: Functionality Criteria

Functionality	Maximum points achievable	Minimum threshold
Paper Evaluation	30	80% All service providers who scored less than 80% on paper evaluation will not be considered for site inspection.(24 out of 30)
Site Inspection	70	80% All service providers who scored less than 80% on-site inspection will not be considered for price and BEE(56 out of 70)
Overall combined points	100	

6.2.1 Paper Evaluation

Bidder/s that scored less 24 out 30 points on paper evaluation will not be considered for site and mock-setup.

The evaluation criteria and its respective weights include the following:

Criteria		Weight
Capacity to deliver	<p>Service providers are requested to provide proof of having provided VIP catering and décor services for events within the past five (5) years.</p> <p>N.B.: Proof should be in the form of contactable Testimonials/references from clients</p> <p>Evaluation Matrix No proof provided = 0 Points 1 - 2 VIP Events with contactable reference of each = 1 Point 3 - 4 VIP Events with contactable reference of each = 2 Points 5 - 6 VIP Events with contactable reference of each = 3 Points 7 - 8 VIP Events with contactable reference of each = 4 Points 9+ VIP Events with contactable reference of each = 5 Points</p>	10
Capacity to deliver	<p>Proof of at least 5 years' experience of the supervisors in hospitality industry in a form of CV</p> <p>Evaluation Matrix: No proof provided = 0 Points 2 years or less of experience as a supervisor in the hospitality = 1 Point 3 – 4 years of experience as a supervisor in the hospitality = 2 Points 5 – 6 years of experience as a supervisor in the hospitality = 3 Points 7 – 8 years of experience as a supervisor in the hospitality = 4 Points 9+ years of experience as a supervisor in the hospitality = Points</p>	5
Capacity to deliver	<p>Proof of at least 5 years' experience of chefs in hospitality industry in a form of CV</p> <p>Evaluation Matrix: No proof provided = 0 Points 2 years or less of experience as a Chef in the hospitality industry = 1 Point 3 – 4 years of experience as a Chef in the hospitality industry = 2 Points 5 – 6 years of experience as a Chef in the hospitality industry = Points 7 – 8 years of experience as a Chef in the hospitality industry = 4 Points 9+ years of experience as a Chef in the hospitality industry = 5 Points</p>	5
Project plan	<p>Service providers are requested to outline how duties will be executed from day one until last day</p> <ul style="list-style-type: none"> • Deployment plan • How mock set-up will be done • How food will be prepared • Supervision of personnel and contingency plan • Clearing tables 	10

	Evaluation Matrix: No factors covered = 0 Points 1 factor covered = 1 point 2 factors covered = 2 point 3 factors covered = 3 points 4 factors covered = 4 points 5 factors covered = 5 points	
Sub-Total Points		30

6.2.3 SITE INSPECTION

Bidder/s that scored less 56 out 70 points on Site Inspection will not be considered for price and BEE

Site Inspection	<ul style="list-style-type: none"> • Premises; • Equipment (stoves, chaffing dishes, crockery and cutlery, glasses, fridges, coffee makers, serving trays, etc.) • Staff complement in uniform. • Administrative system in place. • Certificates (Municipal health, pest control, halaal, etc.) <p>Evaluation Matrix: No factors covered = 0 Points 1 factor covered = 1 point 2 factors covered = 2 points 3 factors covered = 3 points 4 factors covered = 4 points 5 factors covered = 5 points</p>	10
Mock set-up(food tasting)	<p>Menu must be equivalent Presidential State banquette</p> <ul style="list-style-type: none"> • Menu items as per paragraph 3.1.1 • Tasting • Presentation • Quality of products • Texture <p>Evaluation Matrix: No factors covered = 0 Points 1 factor covered = 1 point 2 factors covered = 2 point 3 factors covered = 3 points 4 factors covered = 4 points 5 factors covered = 5 points</p>	30

Mock set-up	<p>The set must be equivalent to Presidential State banquette</p> <ul style="list-style-type: none"> • Flowers(theme will be provided) • Table and chairs • Under-plates • Linen(theme will be provided) • Cutlery, crockery <p>Evaluation Matrix: No factors covered = 0 Points 1 factor covered = 1 point 2 factors covered = 2 point 3 factors covered = 3 points 4 factors covered = 4 points 5 factors covered = 5 points</p>	30
Total Points		100

7.3 Phase 3: Price and Preference Criteria

The proposal for will be evaluated based on Price and BBEE

Proposal will be evaluated on the 80/20 principle in which 80 points are allocated for price and 20 points are allocated for the BBEE points. Service providers must provide detailed costs for each item per category and the value thereof.

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

7.3.1 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.

7.3.2 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.

- 7.3.3 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.
- 7.3.4 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.

7. GENERAL CONDITIONS

- 7.1 The Government General Procurement Conditions of Contract ("GCC") will be applicable to this Bid.

8. SPECIAL CONDITIONS

- 8.1 The Department reserves the right to seek sponsorship for the said event which may impact on the value of the bid to be awarded.
- 8.2 The department reserves the right to partially award the bid.
- 8.3 In the case of inferior quality of required items being delivered to the Department, a reduction in price will be effected on the final invoice.
- 8.4 DIRCO will enter into a SLA with the successful Service Provider/s to supplement the GCC. The requirements and provisions contained herein will form an integral part of the SLA. The SLA will, among others, govern the relationship between the parties, ensure that services are provided according to specified standards and within stipulated timeframes and to provide for remedies for under/poor performance and non-compliance with terms and conditions contained in this TOR and the SLA.
- 8.5 DIRCO reserves the right to appoint more than one Service Provider
- 8.6 The evaluation of proposals will only be done on the basis of information that was requested and provided.
- 8.7 The proposal evaluation process will not create any obligations on the part of DIRCO to make use of any proposed services. Acceptance of any proposal shall only indicate a willingness to include the information into an analysis or to commence negotiations and shall not place any other duties, obligations or liabilities on DIRCO of any nature of whatsoever kind. DIRCO will not be under any obligation/s to furnish any formal acceptance or non-acceptance of any information presented.
- 8.8 All documents submitted in response to this proposal shall become the property of DIRCO with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by the Service Provider/s.
- 8.9 Successful bidder(s) will undergo a vetting process.
- 8.10 Should there be an unfavourable outcome during the vetting process, bidders may be eliminated.

8.11 DIRCO reserves the right and full discretion to:

8.11.1 Withdraw from this process and the provisions of the Proposal at any time;

8.11.2 Cancel this bid before the bid is allocated or SLA signed and all subsequent proposals may be rejected in whole or in part;

8.12 The Department's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed.

8.13 A Proposal shall only be deemed accepted once written notice is given by DIRCO to the successful Service Provider/s and a SLA has been signed and entered into by the duly authorised representatives of both parties. The successful Service Provider/s shall be held solely and jointly liable for non-compliance with any of the provisions contained in this TOR and SLA by his/her/its partner/s and/or sub-contractor/s.

8.14 Receipt of a proposal neither commits DIRCO to award the Proposal to any entity, even if all requirements stated in this TOR are met, nor does it limit DIRCO's right to negotiate in its best interest.

8.15 Service Provider/s confirm that they have read, understood and accept all the terms and conditions contained in this TOR which will form an integral part of the SLA.

8.16 DIRCO reserves the right to invite Service Providers to present or otherwise demonstrate their proposals to clarify aspects that are required as part of the evaluation process, at the Service Provider's own cost.

8.17 DIRCO will not be responsible for, or pay, any expenses or losses which may be incurred by any Service Provider/s in the preparation and submission of the Proposal. Costs incurred for the preparation of the proposal shall be for each Service Provider's own account.

8.18 If the Service Provider/s is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairperson of the Board) authorizing the person who signs this quotation proposal to do so, as well as to sign the SLA resulting from this quotation and any other documents and correspondence in connection with this quotation and SLA on behalf of the partnership, must be submitted with this quotation proposal.

8.19 If the Proposal is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorizing the person who signs this Proposal to do so, as well as to sign the SLA resulting from this Proposal and any other documents and correspondence in connection with this Proposal and SLA on behalf of the partnership, must be submitted with this Proposal.

8.20 If the Bidder is a close corporation, a certified copy of the resolution of a meeting of members (signed by all the members) authorising the person who signs this proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the close corporation, must be submitted with this proposal."

8.21 Failure to comply with clauses 8.16, 8.17, 8.18 will result in the disqualification of the bid.

- 8.22** If a Service Provider/s and/or its partner/s or sub-contractor/s, or any other person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, shall be immediately disqualified from the entire bid evaluation process irrespective of the date on which such information was brought to the Department's attention. In addition, DIRCO shall have the right to summarily and without recourse to law, (however, without prejudice to any other legal remedies available to the Department), hold the disqualified Service Provider/s and/or its partner/s or sub-contractor/s liable for any damages, losses, costs and expenses it may have sustained as a result thereof.
- 8.23** All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.
- 8.24** Before, during and after the entire process prospective Service Providers must obtain written approval from DIRCO prior to the release of any information, whether in part or whole, that pertains to the potential work or activities contained in this TOR, the SLA or any other correspondences of whatsoever nature. Failure to adhere to this requirement will result in immediate disqualification from the entire process and if a SLA is concluded between the Parties, DIRCO reserves the right to institute legal proceedings against the Service Provider/s.
- 8.25** DIRCO will treat all proposals as confidential until the process has been completed and the tender has been awarded to the successful Service Provider/s. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential. DIRCO will not disclose or make public any information which the Service Provider/s have marked "*proprietary*" or "*confidential*".
- 8.26** Service Provider/s should take note that the Department will endeavour to, subject to DIRCO's internal procurement and payment policies, pay the Service Provider/s within 30 days after receipt of an invoice following the rendering of services to the Department's satisfaction.

9. FEES AND PAYMENT SCHEDULE (if partly sponsored)

- 9.1** Fees must be quoted in South African currency;
- 9.2** All prices quoted must include VAT; and
- 9.3** Service Providers should take note that DIRCO will pay any amount due within thirty (30) days and the service has been rendered and compliant invoice has been received.

10. CONTACT PERSONS AND SUBMISSIONS

All enquiries can be directed to Supply Chain Management, and documents to be submitted to the address below: kubayji@dirco.gov.za; molekoas@dirco.gov.za; mazibukoe@dirco.gov.za
Tel:012 351 1928/0362/8536

Compulsory briefing session will be held on the 29th of March 2019 at OR Tambo Building
460 Soutpansberg Road, PRETORIA, 0001

Prospective Service Provider/s should submit their bonded proposals in a sealed envelope with the details of the specific Proposal on the outside of the envelope to:

Per Hand
Proposal Nr. DIRCO 11-2018/2019

Tender Box
Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
PRETORIA
0001

Submissions must be hand delivered to the mentioned addresses on or before 11h00am on the closing date, the 12th of April 2019. Late submissions will not be accepted.

E-mail or faxed submissions shall not be accepted.

Non - compliance with any of the above conditions will result in the Proposal being disqualified.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DIRCO 11-2018/19	CLOSING DATE:	12/04/2019	CLOSING TIME:	11:00
DESCRIPTION	INVITATION FOR PROPOSALS TO PROVIDE CATERING SERVICES FOR 2019 PRESIDENTIAL INAUGURATION WHICH WILL TAKE PLACE ON 25 MAY 2019 AT SEFAKO MAKGATHO PRESIDENTIAL GUESTHOUSE BRYTERION ESTATE AND PRETORIA CBD				
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					
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		
		<input type="checkbox"/>	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		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
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			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="padding: 5px; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding: 5px;">3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="padding: 5px; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding: 5px;">3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="padding: 5px; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding: 5px;">3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="padding: 5px; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p style="padding: 5px;">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.

SBD 3.1

**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.....	Bid number: DIRCO 11/2018/19
Closing date: /	Time 11h00

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

Required by: the Department of International Relations and Cooperation

DATE	Pax	Description	Unit Price
Session 1			
25-05-2019	100 guests	Breakfast Menu Venue : Presidential Holding Room (Presidential Guesthouse) Category of guests : Head of States/Government Estimated arrival : 07:00 AM Number of waitrons : 10 Number of supervisors : 2 Tea – rooibos, Ceylon, English breakfast, Darjeeling. Freshly brewed filter coffee. Fruit juice 100% Mineral water, still & sparkling. Soup – chicken & vegetable, served with bread roll Fresh fruit kebabs 3 fillings assorted fresh sandwiches, 1 veg option. Homemade biscuits. Assorted muffins with butter, preserves	
Session 4			
	100 Guests	Venue : Presidential Holding Room (Presidential Guesthouse) Number of guests : 100 Category of guests : Head of States / Government. Estimated arrival : 13:00 Number of waitrons : 10 Number of supervisors: 2	
	Refreshments	Welcome beverages prior to lunch Freshly brewed filter coffee. Sparkling grape juice (10 bottles) MCC (10 bottles)	
Total Bid Cost for session 1			

		Sherry – dry, medium & full (2 bottles of each) Mineral water, still & sparkling. Soft drinks
Total Bid Cost for session 4		

Catering Equipment requirement:

- 150 side plates
- 2 electric urns with electrical cords
- 150 cake forks
- 5 thermal coffee flasks
- 50 ramekins (for butter/preserves)
- 150 forks
- 150 soup bowls
- 150 soup spoons
- 150 tea/coffee cups, saucers, teaspoons
- 15 serving trays
- 150 butter knives
- 150 highball glass (crystal)
- 150 flutes (crystal)
- 150 white wine (crystal)
- 150 red wine (crystal)
- 200 napkins (cream damask)
- 3 coffee brewers
- 2 espresso machines
- 2 electrical soup kettles

NB: there's a kitchen at the guesthouse to prepare and expedite the food from

SBD 3.1

**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..... Bid number: DIRCO 11/2018/19
Closing date: / Time 11h00

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

Required by: the Department of International Relations and Cooperation

Session 2

25-05-2019	300 Guests	<p>Venue : O.R Tambo Building DIRCO Conference Centre Foyer Number of guests : 300 Category of guests : Ambassadors, SANDF generals, Judges & Ministers Estimated arrival : 07:00 AM Number of waitrons : 10 Number of supervisors : 2</p>
	Breakfast menu	<p>Freshly brewed filter coffee Tea – rooibos, Ceylon, English breakfast, Darjeeling 3 fillings assorted fresh sandwiches, 1 veg option Mineral water still & sparkling Fresh fruit kebabs Fruit juice 100%</p>
	Canapés menu after inauguration	<p>Estimated arrival: 12:30PM Same refreshments served for breakfast Assorted soft drinks Lamb koftas Vegetarian spring rolls Boneless chicken drumsticks Cheese risolles Beef samosas Vegetable crudités served with tzatziki Chocolate brownies Mini milk tarts Fresh fruit kebabs</p>
Total Bid Cost for session 2		

Other requirement	
Catering Equipment and Décor	<ul style="list-style-type: none"> 30 cocktail tables 150 cocktail chairs 30 Fresh small posie flowers 30 cream lycra cocktail table cloths chaffing dishes & serving tongs 300 - tea cups, saucers & teaspoons 300 highball glasses 300 side plates 300 cake forks 30 ramekins (for butter/preserves) 300 high quality disposable napkins Adequate sugar bowls 2 Coffee makers Urns & electrical cords 15 Serving trays <p>There is a small service kitchen on site that can be used to warm the food and replenished. All food must be cooked of site due to limited kitchen space</p>
Total Bid Cost for equipment	

SBD 3.1

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..... Bid number: DIRCO 11/2018/19

Closing date: Time 11h00

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

Required by: the Department of International Relations and Cooperation

Session 3	
450 Guests	Venue : Pretoria CBD Stadium Presidential Suite. Category of guests : Head of States/Government, Kings, Queens & family Arrival time of guests : TBC Number of waitrons : 5 Number of supervisors : 2
Menu	Mineral water still & sparkling Mini snack packs – i.e. biltong, luxury nuts and dried fruit. Refreshments & snacks to be placed on seats Other refreshments to be served in the suite NB - no service during inauguration proceedings
Total Bid Cost For session 3	

Other requirement	
Catering Equipment and Décor	10 Serving trays No catering equipment requires guests will be served water and dry snacks only
Total Bid Cost for equipment	

SBD 3.1

**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..... Bid number: DIRCO 11/2018/19
Closing date: / Time 11h00

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

Required by: the Department of International Relations and Cooperation

Session 5

<p>450 Guests</p>	<p>Session Venue Category of guests Government: Time Number of waitrons Number of supervisors Tables Number of chefs</p>	<p>: 5 : Presidential Lunch Dome (Presidential Guesthouse) : Head of States / : 13:30 : 115 (2 per table) : 10 : 57 tables of 8 pax : 50</p>	
<p>Menu</p>	<p>Gourmet 3 course plated Tea, coffee, juice, mineral water, sparkling & soft drinks</p>		
<p>Starter options</p>	<p>Vegetable Soup served with croutons. Fresh Garden Salad mixed with seasonal greens and wild rocket, finished with zesty salad dressing.</p>		
<p>Main Course options</p>	<p>Medium tender slice beef fillet mignon, served with root vegetables, baby potatoes and jus. Spinach & Feta ravioli served with Napolitano sauce Salmon with lemon butter sauce, minted peas, slow roasted roma tomatoes and balsamic reduction Baked Cheesecake served with fresh fruits and berry coulis</p>		
<p>Dessert Options</p>	<p>South African Premium wines</p>		
<p>South African Wines</p>	<p>Minimum 3 bottles of wine each table</p>		
<p>Quantity</p>			

Total Bid Cost For session 5	
Kitchen equipment	<p>NB: An empty kitchen marquee with power will be provided. Please include all catering equipment required to produce meals according to menu chosen. This is a guideline in of equipment required please quote accordingly.</p> <ul style="list-style-type: none"> Gas stove with cylinders Electric ovens Salamanders/ grillers Refuse bins Mops/buckets Pots and pans Chopping boards Fridges and freezers Tilting pans Deep fat fryer Hot boxes Plate stackers
Catering Equipment	<p>NB: table accessories will be provided i.e. table numbers, under plates, centre pieces etc.</p> <ul style="list-style-type: none"> 60 salt & pepper cruet sets (white) 450 side plates (white) 450 dinner plates (white) 450 starter forks(18/20) 450 main forks (18/20) 450 starter knife(18/20) 450 main knife (18/20) 450 soup spoon (18/20) 450 dessert fork (18/20) 450 dessert fork(18/20) 450 tumbler, flute, white & red wine glasses (crystal) 450 tea/coffee cups, saucers and teaspoons Coffee brewers

	Urns with electrical cords
Total Bid Cost for equipment	

SBD 3.1

**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.....	Bid number: DIRCO 11/2018/19
Closing date: /	Time 11h00

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

Required by: the Department of International Relations and Cooperation

Session 6

Total Bid Cost for session 6		
300 Guests	Venue	: Support Staff Marquee (Presidential Guesthouse)
Tables Refreshments	Category of guests	: International Support Staff
	Time	: 13:30
	Number of waitrons	: 25
	Number of supervisors	: 4
	30 tables of 10 pax	
	Tea/Coffee	
	Mineral water still water	
	Soft drinks	
Menu	Greek salad	
	Steamed rice	
	Seasonal Vegetables	
	Vegetable lasagne	
	Grilled chicken pieces	
	Beef curry	
	Malva pudding & custard	
	Fruit platters	

Other requirement

NB: An empty kitchen marquee with power will be provided.
Please include all catering equipment required to produce meals according to menu chosen. This is a guideline in of equipment required please quote accordingly.

- Gas stove with cylinders
- Electric ovens
- Salamanders/ grillers

	<p>Refuse bins Mops/buckets Pots and pans Chopping boards Fridges and freezers Tilting pans Deep fat fryer Hot boxes Plate stackers</p>
<p>Catering Equipment</p>	<p>NB: table accessories will be provided i.e. table numbers, under plates, centre pieces etc. 45 salt & pepper cruet sets (white) 300 side plates (white) 300 dinner plates (white) 300 starter forks 300 main forks 300 starter knife 300 main knife 300 dessert fork 300 dessert spoon 300 tea/cups, saucers, teaspoons 300 highball glass Urns with electrical cords Coffee brewers Cutlery and crockery to be of high quality Chaffing dishes and serving gear 16 trestle tables for serving stations</p>
<p>Total Bid Cost for equipment</p>	

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
 number:.....

8.3 Company registration
 number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE 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.