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Ref: 7/1/2/5

INVITATION TO BID

13 DARD 017/2019: APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF CAFETERIA AND KIOSK AT TAUNG AGRICULTURAL COLLEGE FOR A PERIOD OF TWO (2) YEARS.

You are invited to submit a bid for the service as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).
3. Kindly receive attached the following bid documents:
 - 3.1. SBD 1- Invitation to Bid Form
 - 3.2. SBD 4- Declaration of Interest
 - 3.3. SBD 6.1—Preferential Points
 - 3.4. SBD 8 – Declaration of Bidder's past Supply Chain Practices
 - 3.5. SBD 9 – Certificate of independent determination
 - 3.6. Terms of reference
 - 3.7. General conditions of contract (GCC)
4. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope and be deposited in the bid box before the closing date and time as follows:

Location of bid box: Department of Agriculture and Rural Development

Physical address: AgriCentre, Cnr. Dr. James Moroka and Stadium Road, Mmabatho

Identification details: Appointment of a Service Provider for the provision of Cafeteria and Kiosk at Taung Agricultural College for a period of two (2) years.

Closing date and time:

The closing time for submission of Bid Offers is: **10/12/2019 at 11H00**

Briefing Session:

There will be no Briefing session for this bid.

5. Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Department.

6. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.
7. The Department of Agriculture and Rural Development reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
8. For more information please contact the following:

Department : Department of Agriculture and Rural Development

Contact Person: Dr. K. Mabe. - 018 389- 5740: Email: KaraboMabe@nwpg.gov.za

9. BID REQUIREMENTS

- a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b) Bids will be valid for a period of 90 days.
- c) All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.

10. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation which will be used for the **phase 1 of the evaluation on Legal Requirements:**

- Original Valid Tax Clearance Certificate or Letter from SARS that stipulates that Tax matters are in order / Form with SARS Pin.
- Certified copy of Broad-Based Black Economic Empowerment (BBBEE)/ Agri-BEE Status Level Verification Certificates accredited by **SANAS** or **Sworn Affidavit** signed by **Commissioner of Oath** or **SAPS**.
 - A sworn affidavit confirming their annual total revenue of R10 million or less for EME and level of black ownership
 - A sworn affidavit confirming their annual turnover/ allocated budget / gross receipt of R10million or less and level of percentage of black beneficiaries revenue for EME Registered as a Specialised Enterprise.
 - A sworn affidavit confirming their annual total revenue of between R10 million and R50 million for EME and level of black ownership for Qualifying Small Enterprises (QSE).

- A sworn affidavit confirming their annual turnover/ allocated budget / gross receipt of R50 million or less and level of percentage of black beneficiaries for QSE Registered as a Specialised Enterprise.
- In case of Joint Venture, an original Valid Tax Clearance Certificate of all partners should be submitted and a consolidated Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates.
- **Proof of successful registration on the Centralised Supplier Database (CSD).**

11. EVALUATION METHODOLOGY:

The Evaluation Processes will entail the following phases:

Phase 1- Evaluation on Legal requirements as stated in 11 above.

Phase 2- Technical/ functional Requirements and bidders who obtain 60% or more will be added to the list of preferred suppliers and will be engaged on an as and when required basis. Kindly note that this phase might be subjected to physical visits to ensure that service providers who are included in the Database have the capacity and capability to render effective services to the Department.

The following must also be attached to enable the evaluation committee to evaluate your bid on technical capabilities (Phase 2):

- Bank Rating from your Bank to demonstrate Financial Capacity based on an estimated amount of R500, 000.
- A Comprehensive Organizational Profile
- Proof of experience and expertise in the Field and proven track records. To this effect, Bidders are required to attach contracts, invoices, purchase order numbers or reference letters from previous contracts.
- **Submission of Annexures A**
- The following form incorporated in these documents must be fully completed: -
 - **Annexure A** – Previous Similar Experience and customer references


S.KOIKANYANG (MS)
CHIEF FINANCIAL OFFICER


DATE

TERMS OF REFERENCE/ SPECIFICATION FOR THE PROVISION OF CAFETERIA AND KIOSK SERVICES AT TAUNG AGRICULTURAL COLLEGE FOR A PERIOD OF TWO (2) YEARS

INVITATION FOR PROPOSAL AND EXPRESSION OF INTEREST

1. INTRODUCTION

The NORTH WEST PROVINCIAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (NW DARD), on behalf of TAUNG AGRICULTURAL COLLEGE solicit tenders for the provision of Cafeteria Services from experienced and qualified service providers for the provision of students cafeteria services at Taung Agricultural College.

Successful bidders are expected to:

- Design, in collaboration with the College Management, Student Representative Council, a standard menu to serve not only 185 students and approximately 80 personnel;
- Render catering and related added services to the NW DARD during scheduled meetings and functions.

2. TENDER INSTRUCTION

2.1 Confidentiality

All information detailed in this BID is proprietary in nature and not to be divulged without written permission from NW DARD. By the same token, NW DARD will not divulge any information without written permission of the Bidder. Bidders are expected to sign the Non-Disclosure Agreement in the Appendix and include it in their submission.

2.2 Canvassing

Canvassing by the Vendor in any form, of any member of staff or student of the college, for purposes of influencing the evaluation process, will automatically disqualify the Vendor from the evaluation process.

2.3 Rules and Conditions

This request for Proposal is being issued by the NW DARD and does not constitute an offer. The objective of the BID is to identify a Vendor with appropriate expertise and experience.

2.4 Broad Based Black Economic Empowerment (BBBEE)

NW DARD supports the principles of Broad Based Black Economic Empowerment Act; and will seek to vigorously apply these principles in conjunction with the appropriate technical competence in the selection of suppliers of products and /or services.

2.5 Cost of Bidding

The NW DARD shall not be liable for any costs incurred by any Vendor in connection with its response to this Expression of Interest.

2.6 Site inspection

There will be no compulsory site inspection meeting for this bid.

2.7 Addendum to the Expression of interest

Any changes or modifications to this BID shall be made by a written addendum issued by NW DARD. Bidders will be telephonically informed of any changes or modifications and shall be responsible for the downloading or collection of such documents detailing such change or modifications from the Contact Person.

2.8 Request for additional information

NW DARD will respond to reasonable requests for additional information relating to this Proposal. If a change or further explanation is deemed necessary by NW DARD, Contact Person will notify all Bidders by addenda to the Proposal by placing it on the Website where the original document was downloaded.

The submitted documents will have a substantial influence on the evaluation, thus Services providers must make sure that they understand all the requirements of the Requests for a Proposal and they include all the necessary information in the submission.

3. Proposal

3.1 Schedule of largest contracts / assignments in the last 3 years (if any)

List the four (4) largest contracts / assignments completed by your firm in the last three (3) year if any.

Name of client	Contract number	Start date	End date	Award letter

3.2. Schedule of contract which your firm is currently in (not completed) if any..

List contracts which your firm is currently engaged in (not completed) if any.

Name of client	Contract number	Start date	End date	Award letter

3.3 Proposed price schedule for meals supplied

As per attached menu cycle, a separate cost template should be provided if additional items will be supplied.

#	Description	Amount (R)
	Cup of tea / coffee	
	340ml 100% juice	
	340ml fizzy drink (can)	
	Slice of brown bread	
	Slice of white bread	
	Boiled egg	
	Fried egg	
	Scrambled egg	
	Vienna	
	100g potato mash	
	100g porridge	
	100g soft porridge	
	100g beef steak	
	100g chicken fillet	
	100g beef stew	
	100g lamb stew	
	100 chicken stew	
	100 lamb chops	
	100g gravy	
	100g soup	
	Quarter bread (sphatlho)	

	1.25l fizzy drink	
	100g vegetable	
	100g fresh garden salad	
	100g chips	
	100g deep fried hake fish	
	500ml fresh milk	
	100g custard	
	100g jelly	
	100g atchar	
	100g fruit salad	
Total Vat Inclusive		R

Meal	Food type and portions	Price (R)
Student menu		
Breakfast	2 Slices Bread; 180ml Milk; 150g Cereal; 2 Scrambled Eggs; Tea / Coffee	R
Lunch	300g Starch; 300g Meat / Fish; 150g Fresh Vegetables, 100g Salad; 340ml 100% Fruit juice	R
Dinner	200g Starch; 300g Meat / Fish; 150g Fresh Vegetables, 100g salad; Dessert / Fruit	R
Total vat inclusive		R

Xxx #: 1 starch+3 vegetables+2 salads+1 meat

Meal	Food type and portions	Price (R)
Staff menu / official meetings		
Breakfast	2 Slices Bread; 180ml Milk; 150g Cereal; 2 Scrambled Eggs; 200g Fruit Salad; Tea / Coffee	R
Lunch	300g Starch; 300g Meat / Fish; 150g Fresh Vegetables, 100g salad; 340ml 100% fruit juice	R
Dinner	200g Starch; 300g Meat / Fish; 150g Fresh Vegetables, 100g salad; Dessert / Fruit	R
Total vat inclusive		R

Xxx#: 2 starches+3 vegetables+2 salads+2 meats

Meal	Food type and portions	Price (R)
Official Gala Dinner		
Starter	100g Vegetables / Salad; 100g Meat / Fish	R
Main Course	200g Starch; 350g Meat / Fish; 100g Fresh Vegetables, 100g salad; 340ml 100% Fruit Juice / Fizzy drink	R
Dessert	Custard and Jelly / Fruit Salad and Youghurt / Malva Pudding	R
Total vat inclusive		R

#2 starches+3 vegetables+2 salads+3 meats

NB: If inflation shall apply, please include the percentage: _____ % per year.

3.4 Proof of Public Liability Insurance

The successful bidder should show proof of liability insurance for the value of not less than R10 Million. The validity of the insurance shall be verified every quarter.

3.5 Special considerations

The Bidder should be currently involved in providing services that is ongoing;

The Bidder is expected to operate an irregular hour's regime to service the peculiar need of NW READ and College i.e. 06h30 to 22h00, Sunday to Saturday expect during the College recess where the regime may change from 08h00 to 17h00, Monday to Friday.

3.6 Costs

3.6.1 Only Bidders with cost templates will be considered when assessing the tender proposal. Please note that you must include all costs including VAT.

3.7 Project plan and Start of Operation

3.7.1 It is expected that the successful bidder will outline its Project Implementation and Operational Plan as well as what other relevant equipment and resources they will be bringing along to ensure performance above expectations.

3.8 Assumption

Please list the assumptions you have made in your proposal.

3.9 Conflict of Interest

Provide all information, which you consider to be a conflict of interest to this proposal.

3.10 Payment terms

The Department will negotiate payment terms with the successful bidder. Please note that the NW DARD has special payment rules, which will have to be complied with. This information can be requested from the Finance Department of the Institution.

3.11 Rental

Pay minimum monthly rental of **R3, 500** to the Department of DARD. The service provider can however propose more monthly rental to be paid to DARD which will be evaluated according to the PPPFA.

The rent shall be paid monthly in advance on or before the 7th day of each month commencing on the commencement date or date of occupation whichever applies, and shall be paid without

any deduction, free of bank exchange and any other charges provided that the irrespective of whether occupation is taken prior to, or subsequent to the commencement date, the rental shall be calculated from the date of such occupation for a period of 2 years.

3.12 This BID is not an offer to contract. Receipt of proposal does not commit NW DARD to award a contract to any Supplier.

3.13 The contracts will be awarded to a **supplier** whose proposal, in the opinion of NW DARD offer the best overall value to the institution.

3.14 A proposal, which does not comply with the stipulations of this BID, will automatically be disqualified.

3.15 The Tender schedule will be adhered to. Thus, during the evaluation process, the NW DARD will consider short-listed selected Bidders. These Bidders will be required to avail themselves for site inspection at their current sites.

3.16 The institution reserves the right to stop the tender selection process, not select any vendor, not shortlist Bidders, request Bidders to present or provide information.

3.17 Since the BID will be used to select preferred suppliers of Cafeteria Services at the stipulated stations, the NW DARD also reserves the right **to select one or more preferred suppliers** to provide additional Event Catering as the need arise for students. NW DARD is not obliged to contract from any preferred supplier for Event Catering in the stipulated period.

3.18 The decision will be final and NW DARD shall neither be required nor obliged to provide any reason for acceptance or rejection of any proposal.

3.19 Vendor Presentations

The NW DARD may require Bidders to give a presentation in support of their Responses. The Contact Person will schedule any such presentation with individual Bidders.

4. Additional information

4.1 Additional Bid information

The NW DARD may request from Bidders additional information or an interview, to clarify and to develop a comprehensive Assessment of the Response.

4.2 Right to accept, reject, disqualify or not consider

NW DARD shall have the absolute right to:

- ✓ Accept a Response; or
- ✓ Reject a Response; or
- ✓ Disqualify a Response / a Vendor; or
- ✓ Not consider a Response at all.

4.3 Notification of rejection or disqualification of Response

All Bidders who shall not have received any feedback from the NW DARD, three (3) months after the Bid Advert closing date, should please accept that the bids were unsuccessful.

4.4 The Contract duration

The contract duration will be for a period of twenty-four (24) months.

5.1 Agreement to content

NW DARD is seeking a Vendor who is willing to comply with the content of this BID. While it is expected that some of the content will be subject to discussion, it is not the intention of NW DARD to enter into a contract with a Vendor that takes significant exception to the given content.

5. TENDER UNDER CONSIDERATION

Tender no:	Residence:	Physical address:
13 DARD 017/2019	Taung Agricultural College	Taung Main Road, Taung Agricultural College Taung 8584

PART B:

SUPPLIER ACCREDITATION FORM

Information declared hereunder will be subjected to verification and where it is found to have been falsified, or misinterpreted, NW DARD reserves the right to terminate any resultant agreement and / or recover losses incurred as a result of such misrepresentation.

A. ENTITY INFORMATION

1. Registered Name

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2. Registration number under which the entity is incorporated / registered

--

3. Registered Address

--

4. Trading name of entity

--

5. Address from which the entity operates within RSA;

Physical address:

--

Postal address:

--

Telephone	
Fax	
e-mail	
Website	

6. Do you share any facilities?

YES / NO

7. With which company do you share facilities?

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7.1 Which facilities are shared?

8. Does the entity operate from multiple addresses?

YES / NO

Indicate relevant Province in which you operate.

EC	FS	GP	KZN	LP	MP	NC	NW	WC
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9. Address of the Head Office

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10. Entity banking details

Account name	
Account type	
Account number	
Bank name	
Branch code	

11. Type of entity (mark with an X)

Sole Trader	
Partnership	
Close Corporation	
Private Company i.e. (Pty) Ltd	
Public Company i.e. Ltd	
Community Based Organization	
Government and State-owned entities	
Other (specify):	

12. Principal / main business activity of the firm

13. Income Tax Number

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14. VAT registration number (if registered for VAT)

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15. What is the estimate value of your business assets?

R

16. How many people does your company employ?

Temporary	
Permanent	
Total	

17. What is your company's average annual turnover (sales)?

R

PART C:

2. SCOPE OF AGREEMENT

It is expected of that the successful bidder will enter into an agreement with the NW DARD for the following:

- 2.1 In agreement with the College the successful bidder should on selected days use the College Kitchen Catering purposes;
- 2.2 Operation of the KIOSK (mini store) for the sale of light and basic toiletries to students and staff;
- 2.4 Provision of comprehensive catering service with waiters / waitresses to the College and Departmental function at quoted and agreed tariffs per person.

3. KEY PERFORMANCE INDICATORS

The performance of the contracted service provider will be measured according to the KPIs that will be outlined in the service level agreements to be entered into between the Department and the successful service provider.

4. DURATION

The service will run for a period of 24 months.

5. KITCHEN FACILITIES AND CONTROL

The successful bidder shall enter into a lease agreement with the College / Department for the utilization of the whole kitchen and Dining Hall infrastructure at nominal tariff available at the NW Department of Public Works.

6. EQUIPMENT

6.1 NW DARD will supply the kitchen and Dining Hall facility with basic equipment, water and electricity to the successful bidder.

7. LOSSES, BREAKAGES AND MAINTENANCE

The successful bidder shall maintain a fully updated inventory register of all items of equipment supplied by NW DARD to be returned once the tender duration has lapsed.

8. HYGIENE

The successful bidder shall ensure that all its members of staff are neatly dressed, presentable, hygienic and have ethical habits.

The successful bidder shall further ensure that all its staff members are not suffering from any infectious diseases. A monthly report shall be submitted to the NW DARD.

9. TELEPHONE, FAXES AND PHOTOSTAT MACHINES

The successful bidder shall install private telephone, faxes and other communication facilities for its own use.

10. LIABILITY FOR LOSS OR DAMAGE

The successful bidder shall take out public liability insurance to ensure it is covered for the term of this agreement. Such contract shall cover it for any and all eventualities for which it could be held liable.

The successful bidder shall indemnify the NW DARD against any liability, which may occur as a result of claims against NW DARD, as a result of acts or omissions of the successful bidder performing obligations in terms of the contract.

11. RIOTS, UNREST, STRIKE, KOCK-OUT, STOCK-LOSS AND INSURANCE

The successful bidder will occupy the premises at own risk and NW DARD shall not be liable for any loss or damage to its property, equipment and goods.

The successful bidder shall arrange insurance cover for any property owned by it, which is held on the premises of NW DARD.

NW DARD will be responsible for arranging insurance cover for the loss of own property.

12. INDEPENDENT CONTRACTOR

The successful bidder shall be an independent contractor and shall not directly or indirectly bind the credit of NW DARD.

13. CANCELLATION NOTICE

Either party shall have the right to withdraw from its contract for any reasons whatsoever, after giving the other two (2) month notice, of its intention to do so. NW DARD will reserve the right to change the contract period, should the functionality of the facility change.

14. TERMINATION / BREACH OF CONTRACT

Save for what is stated herein before, should either party commit a breach of the provisions of this contract and fail to remedy that breach immediately in the case of the risk of health or safety of the students and staff of NW DARD within 24 hours and in the case of quality, specifications and any other case within seven (7) days after receipt of a notice calling upon to remedy the breach, failing which the non-defaulting party, shall be entitled to cancel the contract forthwith on notice to other party may have as a result of such breach.

15. DOMICILIUM

The bidder chooses *domicilium citandi et executandi* for all purposes of this contract at:

NW DARD chooses its *domicilium citandi et executandi* for all purposes of this contract at:

AgriCentre Building

Cnr. Dr James Moroka and Stadium Road

Mmbatho

NORTH WEST PROVINCE

SOUTH AFRICA

16. JURISDICTION

This contract has finally been concluded and signed by both parties at Mmabatho, North West, both parties thus agreeing that in the event of any litigation being instituted as a result of this agreement, the whole cause of action arose within the jurisdiction of Mmabatho Magisterial District in the North West.

For the purpose of any action arising from here, the parties hereby consent to the jurisdiction of the Magistrate Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction. This shall be deemed to constitute the required written consent of the conferring jurisdiction upon the said Court pursuant to the provisions of the Magistrates Court Act of 1994, or any amendment or re-enactment thereof, provided the alleged Creditor shall be entitled at his entire discretion to the institute proceedings in any other court which may otherwise have jurisdiction in respect of such action.

17. VARIATIONS OF AGREEMENT

The parties thereof agree that this agreement contains all the terms and conditions of the contract between the NW DARD and the parties acknowledge that there are no understandings, representations or terms between them other than those set out herein.

No variation of this agreement shall be of force or effect unless it is reduced to writing and is signed by both parties.

18. WAIVER

No act or indulgence on the part of NW DARD in regard to the carrying out of any of obligations in terms of this agreement shall prejudice or be a waiver of any NW DARD's rights in terms hereof.

19. MEANINGS

Wording importing the masculine shall include the feminine and neuter genders and vice versa, and words importing the singular shall include plural and vice versa.

ANNEXURE A

SCOPE OF WORK

SPECIFIC CONDITIONS, SPECIFICATIONS AND TIME SCHEDULES

The following specific conditions, procedures and specification, as set out in the specification, are applicable to the Kiosk/ Cafeteria services by the Service Provider in terms of this agreement.

All surfaces, quantities, measurements and frequencies of provision as set out are nearly estimated values in quantities and any errors shall not justify the Service Provider to a reduction in the contract price.

The specifications, conditions, procedures and schedules merely serve as guidelines for the Service Provider.

GUIDELINES REGARDING KIOSK/ CATERING SERVICES

A. OVERVIEW

The objective of this bid is to offer a standard, predictable, repeatable student centred catering services in the College. This translates into standard ingredients, prepared according to a standard recipe, served in the same portion size and way in the dining hall.

The hostel wardens are accountable for the daily liaison and monitoring of the catering contract.

B. ACADEMIC TERMS

Students will either pay cash for their meals or have funds on their student meal cards either through bursary or students loans. It is expected that successful bidder will have, as part of his equipment, an electronic system that manages meal cards.

At mealtime, a student hands over his / her student card, which indicates and confirms his / her payment to whatever meal option, to the service provider. He / she may select a choice of meal and or may select several food items (e.g. coffee, tea, bread, juice, soup, dry food, ingredients, etc.), which are self-service.

C. MID AND YEAR END VACATION PERIODS

During the mid-year and year end vacation periods the dining halls and kitchens remain open to service those who do not close for the vacation period (staff) or which remain open to accommodate vacation students (third year) and guests who have made bookings through the Student Administration Manager.

The menu cycle for student meals during the vacation period continues while special menus and dining hall set up, including table cloths and crockery and cutlery, may be required for commercial guests.

Details required for the commercial guests would be negotiated in advance with the Student Administration Manager.

D. STAFF MEALS

The Hostel Wardens or supervisor may take a meal in the dining hall during all meal times in order to interact with students and assist in monitoring the cafeteria contract. These meal(s) should be factored in (A and B for). Please note that staff enjoys the same menu as provided for the students.

E. MEAL SPECIFICATION

Meal specification is very important and the grading of the types of ingredients, especially weight and quality is strictly adhered to.

Details of the dining hall serviced, current student numbers and explanatory.

No. Hostels	No. Students	Notes
6	185	

Term Meal Times

Meal	Monday – Friday	Weekends / Public Holidays
Breakfast	07h00 – 08h30	08h00 – 09h30
Lunch	12h00 – 14h00	12h00 – 14h00
Dinner	17h30 – 20h00	17h30 – 20h00

Please note that these meal times may vary and will be determined by the Hostel Wardens and Student Administration Manager.

Catering Contractors should provide transport for their staff as there is no reliable public transport after hours. The Joint Monitoring Team should provide transport at their own cost to get their staff home safely after hours.

F. MONITORING AND PARTICIPATION

F.1 MONITORING OF SERVICES

The Joint Monitoring Team (JMT) comprising of College Management Rep, Hostel Wardens, Student Rep and the Successful Bidder Rep; is responsible for investigating and conducting quality monitoring systems and procedures, to ensure that services continue to be provided in accordance with the requirements of the Specification.

Monitoring systems and procedures operated by the Joint Monitoring Team should include, but not limited, but not limited to the following:

Regular checks, by the Joint Monitoring Team which should include management on the standards of the services and operations should be carried out daily, weekly or any other frequency as appropriate. A report on the outcome of the checks shall be submitted to the Student Administration Manager.

Further to such internal quality assurance system, the Joint Monitoring Team should, at least once in a calendar year arrange for a health, safety and hygiene audit. Where appropriate, a plan of remedial actions shall be agreed between NW DARD and the Joint Monitoring Team shall be obliged to introduce a follow-up procedure to ensure that all agreed to actions are effected.

F.2 COMMUNICATION, STUDENT PARTICIPATION AND FEEDBACK

The dining hall should have an attractive free standing communication board strategically placed to ensure that students read the information thereon.

The communication board should be eye catching and contain the following information: weekly update on catering matters, daily menu, specific information iro that dining hall including the name and contact details of the duty unit manager / supervisor, notes on shortages / unavailability of items, etc.

Customer Satisfaction Questionnaires should be performed in the dining hall at least once a month or less frequently if agreed to by NW DARD.

A student feedback book should be provided in the dining hall to facilitate written feedback from students. The feedback book should contain a letter indicating the purpose of the book and how it is expected to be used as well as condensed copy of the Service Level Agreement. Columns should be available for the date, time, student name, student number, contact details, the feedback, Unit Manager's response and date. Students should be encouraged to provide written feedback and catering contract. The data should be expected to provide written feedback and catering contract Unit Manager are expected to provide written feedback within 24 hours. The data should be tabulated and analysed by the Joint Monitoring Team on a monthly basis.

G. HEALTH AND SAFETY

The following important aspects should be noted as required for the best practice and legal compliance:

- Compliance with the Occupational Health and Safety Act;
- Evidence of Safety, Health and Environment structures as well as Safety, Health and Environmental competencies;
- Compliance with Environmental Management Act;
- Registration with COIDA (a letter of good standing must be submitted);
- Compliance with all municipal legislation relating to food safety, health and waste management;
- Regular Hygienic audits of food processing area by an accredited company.
- Product Return Policy must be in place.

The Joint Monitoring Team is expected to submit quarterly to NW DARD, with Health and Safety inspection reports.

H. REFUSE AREA

- Refuse areas, some of which are shared with domestic refuse should be kept in a hygienic manner with all bins and the floors hosed down and sanitised on a daily basis. All dustbins should be covered with lids and be lined.
- It is the responsibility of the successful bidder to have the refuse bins cleared and cleaned.

ANNEXURE B: MEAL SPECIFICATION (MENUS AND MEAL PROPORTION)

1. Menus

- The successful bidder is expected to deliver a standard, predictable, repeatable student centred cafeteria service in the dining halls.
- Menus in dining hall should be **Halaal (NO PORK)**.
- As menu fatigue is reality for students, menus should be evaluated, reassessed and changed at the end of each semester.
- As power outages have proved to be a reality, an alternative menu should be available to cater for these eventualities.
- Break must be absolutely fresh and not older than 24 hours.
- The number of potato dishes should be within acceptable limits.
- A choice of two starches at lunch and dinner are standard.
- Bread must be absolutely fresh and not older than 24 hours.

NB: Please attach a 2 weeks priced menu, (with meal times, ingredients, weight, price).

2. Minimum Food Specifications at Residence Catering Dining Hall

- At each meal period there are standard food items found at all three meals.
- There are also meal specific food items found at the different meal sittings.

MEAL PERIOD	FOOD SPECIFICATION
BREAKFAST ONLY	<i>f</i> Hot milk <i>f</i> Choice different cereals
LUNCH	<i>f</i> Soup of the day <i>f</i> Variety of salads <i>f</i> Choice of two fresh fruits <i>f</i> Choice of two hot dishes
DINNER ONLY	<i>f</i> Fresh fruit or dessert <i>f</i> Choice of two fresh vegetable side dishes plus starch
ALL MEALS	<i>f</i> Choice of three types of bread including white, brown and whole wheat <i>f</i> Jam, Margarine and Peanut Butter <i>f</i> Milk <i>f</i> Tea / coffee

2.1 Personnel Capacity

It is expected that successful bidder will provide adequate personnel capacity as well as an appropriately qualified Chef(s).

3. PROPOSAL REQUIREMENT

Bidders should provide information to address the tender requirements as per the Specifications (Annexure A).

3.1 Contract specification

3.1.1 This BID and all proposals (price quoted) shall remain binding and valid for a period ninety (90) days calculated from the closing date of the BID.

3.1.2 NW DARD reserves the right not to notify bidders in writing to extend the above validity period for another sixty (60) days if deemed in the interest of NW DARD.

3.2 EVALUATION CRITERIA

The Department of Agriculture and Rural Development has defined minimum standards or criteria (Threshold) that a bidder needs to meet in order to progress through the evaluation and selection process. The process consists of the following phases:

3.2.1 Pre-Qualification - Evaluation on Legal requirements:

This entails initial screening of bid responses received at close of bid. During this phase bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all mandatory requirements. Bidders are required to submit the documents listed below together with their proposal and all its attachments. All documents must be completed and signed by the duly authorized representative of the prospective bidder.

The Following must be attached:

- Original Completed and signed applicable Bid Documents and Preferences Claim Forms in terms of the Preferential Procurement Regulations
- Proof of company Registration, Certificate of incorporation or CK1;
- Proof of Central Supplier Database Registration
- Food Handling Certificate;

- Latest Audited Financial Statements / Bank rating letter;
- Joint Venture / Consortium agreement, Trust deed; (if applicable)
- Proof of Registration to Professional Bodies or Organizations;
- Tax Clearance Certificate or PIN
- Certified copies identity documents of the main shareholders / directors of the company of not more than 3 months.
- List of Previous similar contracts
- General Conditions of the Contract (Please initial each page)
- A Company Profile

3.2.2 Technical/ Functional Requirements

Only bidders that have met the Pre-Qualification criteria in points 3.2.1 to 3.2.7 will be evaluated for their personnel capacity. The bidders proposals will be evaluated for functional requirements. This evaluation will be based on the responses using the resource requirements i.e previous experience, expertise and financial strength. The threshold values set for the qualification of bid 60/100 or 60% for weight and all bidders who score below this will be eliminated.

No.	Category	Total
1.	Understanding the project scope (Track Record) (Attach proof of having provided a similar services) 1 x reference letter or equivalent = 1 2 x reference letters or equivalent = 2 3 x reference letters or equivalent = 3 4 x reference letters or equivalent = 4 5 x reference letters or equivalent = 5	25
2.	Methodology to be employed (Unpacking each phase of the project, giving the most effective and efficient methodology for the time period provided, Giving framework for the management of the Centre showing that phases are understood as per terms of Reference)	25

3.	<p>Detailed experience in work of this nature 20</p> <p>1-2 years= 1</p> <p>3-5 years= 2</p> <p>6-8 years= 3</p> <p>9-10 years= 4</p> <p>>10 years= 5</p>
4.	<p>Experience and educational background of the personnel proposed to provide the service. 20</p> <p>Assessment of the condensed Curricula Vitae of personnel involved on the projects.</p> <p>(For all specialists on the team, experience should <i>be at least 5 years in their in their field of expertise</i>. Score as follows:</p> <p>100% of team 5 years and above = 5</p> <p>75-99% of team 5 years and above = 4</p> <p>50 – 74% of team 5 years and above = 3</p> <p>25 – 49% of team 5 years and above = 2</p> <p>0 – 24%of team 5 years and above = 1</p>
5.	<p>Skills transfer 10</p> <p>(Methodology should indicate how skills will be transferred to the beneficiaries and local communities)</p>

Only bidders that have met the minimum qualification criteria i.e. 60/100 in Phase will be evaluated in terms of the PPPFA.

3.2.3 - Evaluation in terms of PPPFA:

Only bidders that have met the minimum requirements qualification criteria i.e 60/ 100 in the Functionality criteria will be evaluated in terms of the PPPFA. In terms of PPPFA criteria the bid will be evaluated on the 80/ 20 basis where 80 points will consist of Price and while 20 points will be allocated to BBBEE grading.

4. CANCELLATION:

- 4.1 The Department of Agriculture and Rural Development reserves the right to cancel the contract if the service provider fails to adhere to the conditions of the contract.

5. ENQUIRIES

All enquiries must be reduced to writing and e-mailed to the following individuals:

Department: Department of Agriculture and Rural Development

Contact Person: Mr. S. Mothibi 018 389-5053 (SCM Related Issues) @
smothibi@nwpg.gov.za

Contact Person: Dr. K. Mabe (Technical Issues) (018) 389-5740 @
kmabe@nwpg.gov.za

NB. It is very important that the bidder thoroughly understands the requirements specifications before the bid is costed and priced.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

BID NUMBER: **13 DARD 017/2018**

CLOSING DATE: **10 DECEMBER 2019**

CLOSING TIME: **11:00**

DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF CAFETERIA AND KIOSK AT TAUNG AGRICULTURAL COLLEGE FOR A PERIOD OF TWO (2) YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER
.....

POSTAL ADDRESS
.....

STREET ADDRESS
.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

CODENUMBER.....

E-MAIL ADDRESS
.....

VAT REGISTRATION NUMBER
.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....☐

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO

PROOF]

[IF YES ENCLOSE

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department : RURAL, ENVIRONMENT AND AGRICULTURAL DEVELOPMENT

Contact Person : MR L S MOTHIBI

Tel : 018 389 5053

Fax : 086 646 0925.

E-mail address : Smothibi@nwpg.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : DR K. MABE

Tel : 018 389 5740

Fax : 018 389 5994

E-mail address : KaraboMabei@nwpg.gov.za

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO
 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

3 Full details of Directors / Trustees / Members / Shareholders.

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

4. DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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
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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 its 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier,

provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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	<p>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:</p> <ul style="list-style-type: none"> a) the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b) if the Supplier fails to perform any other obligation(s) under the contract; or c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
	23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.