



# KwaZulu-Natal Legislature

FOR OFFICIAL USE

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER CANTEEN  
AND CATERING SERVICES FOR A PERIOD OF 36 MONTHS**

Bid No. : **KZNL 21/2019**

Company Name : \_\_\_\_\_

Registration No. \_\_\_\_\_

### Type of Bidder (Tick One Box)

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

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### RETURN OF PROPOSAL

Proposal must be deposited in the **Bid box situated at Ground Floor, KwZulu Natal Legislature, Albetina Sisulu Admin Building, 244 Langalibalele Street PIETERMARITZBURG 3201** or received by post to The Senior Manager: Supply Chain Management, **Private Bag X 9112, Pietermaritzburg, 3200** **before 11h00 on Friday, 24 July 2020.**

**KWAZULU-NATAL LEGISLATURE**  
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## SECTION A

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 21/2019**      CLOSING DATE: **24 July 2020**      CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER CANTEEN AND CATERING SERVICES FOR A PERIOD OF 36 MONTHS**  
 CONTRACT PERIOD: 36  
 VALIDITY PERIOD: 120 DAYS

Tender Briefing session will be held on the 03 July 2020 at 12:30 via Microsoft teams . Bidders are requested to forward their email addresses and name of the company to Mr G. Ngcamu on [Ngcamun@kznleg.gov.za](mailto:Ngcamun@kznleg.gov.za) and copy Ms Londeka Zuma on [Zumal@kznleg.gov.za](mailto:Zumal@kznleg.gov.za) by the 2 July 2020 end of business day.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service

<b>BID DOCUMENTS MAY BE POSTED TO:</b> The Head SCM Unit, KZN Legislature Private Bag 9112 Pietermaritzburg, 3200	<b>NOTE: THE POST IS CLEARED FROM THE PIETERMARITZBURG POST OFFICE BEFORE 10:00 ON DUE DATE</b>
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OR

<b>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:</b> Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201	<b>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:</b> <b>MONDAY TO THURSDAY 08:00 TO 16:00</b> <b>FRIDAY (EXCLUDING PUBLIC HOLIDAYS) 08:00 TO 14:00</b>
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Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

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, 2017, 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 WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_  
CELLPHONE NUMBER \_\_\_\_\_  
FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
VAT REGISTRATION NUMBER \_\_\_\_\_  
**CENTRAL SUPPLIER DATABASE (CSD) NO.** \_\_\_\_\_

HAS A VALID SARS TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES  NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES  NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

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 .....

**(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  NO   
**[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**TOTAL BID PRICE: R**.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** Mr N Ngcamu  
**Tel:** 033 355 7548  
**E-mail address:** [ngcamun@kznleg.gov.za](mailto:ngcamun@kznleg.gov.za)

**SECTION B****SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialled.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid SARS Tax certificate and pin (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Only bids that were submitted with a valid Tax Clearance certificate will be considered.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance with the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

## SECTION C (SBD 2)

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate and pin must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate and pin will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate and pins.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:**

\_\_\_\_\_  
**SURNAME AND INITIALS OF COMPANY REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

COMPANY OFFICIAL STAMP



## SECTION D (SBD 4)

### DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

Of (Company Name).....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"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.

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

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars: .....

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between 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 Income 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## SECTION E (SBD 6.1)

### 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- |  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>   | 80            |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**                      or                      **90/10**

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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  NO

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  NO  appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

**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 .....
.....
.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the KwaZulu-Natal Legislature in accordance with the requirements and specifications stipulated in bid number **KZNL 07/2019** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<p><b>WITNESSES</b></p> <p>1.....</p> <p>.....</p> <p>2. ....</p> <p>.....</p> <p>DATE:.....</p>
--

**CONTRACT FORM PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as.....  
 accept your bid under reference number ..... dated .....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	
<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	
<b>BRAND</b>	
<b>DELIVERY PERIOD</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION &amp; CONTENT (if applicable)</b>	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....



**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services  
indicated hereunder and/or further specified in the annexure(s).

- 4. An official order indicating service delivery instructions is forthcoming.
- 5. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	
PRICE (ALL APPLICABLE TAXES INCLUDED)	
DELIVERY PERIOD/ COMPLETION DATE	
B-BBEE STATUS LEVEL OF CONTRIBUTION	
MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

2 Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.**

*(This information is required for statistical purposes only)*

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PARTNER/ PROPRIETOR/SHARE -HOLDER/TRUSTEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/T RUST/ CO-OPERATIVE	MALE/ FEMALE	HANDI- CAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	Youth YES/N O	% OF TIME DEVOTED TO THE FIRM

**SECTION F**  
**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
 .....  
 .....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
  
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
  - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**FULL NAME (IN BLOCK LETTERS)**

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY .....**

**NAME OF CONTACT PERSON (IN BLOCK LETTERS).....**

**POSTAL ADDRESS**

.....  
.

.....**POSTAL CODE**.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELL PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**SECTION G  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on ..... 20.....,  
Mr/Mrs .....whose  
signature appears below) has been duly authorised to sign all documents in connection with this  
bid on behalf of (Name of Company).....

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

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

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

**WITNESSES:** 1 .....  
2 .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as .....

.....

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

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
hereby authorise ..... to sign this bid as well as any contract  
resulting from the bid and any other documents and correspondence in connection with this bid and  
/or contract on behalf of (*company name*) .....

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

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

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

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

(Name of Close Corporation) .....  
.....

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

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**E. CO-OPERATIVE**

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

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

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

SIGNED ON BEHALF OF CO-PERATIVE:.....  
(PRINT NAME)

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**F. CONSORTIUM**

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

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

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

Mr/Mrs.....

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

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

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITNESS: - 2.....

**G. JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION H (SBD 8)

### 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-
- 4 abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

\_\_\_\_\_  
Company Name

**SECTION I (SBD 9)**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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 consortium<sup>3</sup> 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**

<sup>3</sup> 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.

## SECTION J

### SPECIAL CONDITIONS OF CONTRACT

#### 1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

#### 2. APPEALS/OBJECTIONS

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

#### 3. AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

#### 4. BID PRICING

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

#### 5. CHANGE OF ADDRESS

- 5.1 Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

#### 6. COMMUNICATION

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

HEAD OF SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
PRIVATE BAG X 9112  
PIETERMARITZBURG  
3200

#### 7. COMPLETION OF SPECIFICATION

- 7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

#### 8. COMPLETENESS OF BID

- 8.1. Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

#### 9. CONDITIONS OF BID

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.

- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 9.5 Bidders must provide the following particulars about themselves as part of the bid:
- 9.6.1 Where they have their Headquarters
  - 9.6.2 Where they have their Regional Office.
  - 9.6.3 Name, address and telephone number of bankers together with their bank account number.
  - 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.
- 9.6 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:
- 9.7.1 By whom, or with whose assistance, was the business plan drafted?
  - 9.7.2 By whom, or with whose assistance, were the bid prices calculated?
  - 9.7.3 Whose advice is relied on?
  - 9.7.4 Who will provide financial support?
- 9.7 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

## **10. CONTRACT PERIOD**

- 10.1 The contract period : **36 MONTHS**
- 10.2 The KZN LEGISLATURE reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

## **11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

- 11.1 The bidder must furnish the following details of all current contracts:
- (i) Date of commencement of contract/s;
  - (ii) Expiry date/s;
  - (iii) Value per contract; and
  - (iv) Contract details. That is, with whom held, phone number and address/s of the company.

## **12. EQUAL BIDS**

- 12.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

## **13. EXECUTION CAPACITY**

- 13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document

## **14. EXTENSION OF CONTRACT**

- 14.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in

time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## **15. IRREGULARITIES**

Companies are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **16. JOINT VENTURES**

16.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

16.2 Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

16.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## **17. LATE BIDS**

17.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

17.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## **18. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN LEGISLATURE.

## **19. TAX CLEARANCE CERTIFICATE**

19.1 A valid Tax Clearance Certificate and pin must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate may invalidate your bid (as at the closing date of this bid) unless a valid, original Tax Clearance Certificate is already in the possession of the KZN Legislature's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.

19.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid at the closing date and time of bid.

## **20. UNSATISFACTORY PERFORMANCE**

20.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(A) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:

- (i) take action in terms of its delegated powers
- (ii) make a recommendation for cancellation of the contract concerned.

## **21. VALIDITY PERIOD AND EXTENSION THEREOF**

The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this KZN Legislature may request the bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## **22. VAT**

22.1 Bid prices must be inclusive of VAT.

22.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –
  - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **23. REQUIREMENTS**

### **REGISTRATION WITH THE STATUTORY BODIES**

- a) The bidder must be registered for Workmens Compensation & UIF.

## **24. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

## **25. Previous Experience**

The Bidder must furnish the following details of all previous contracts.

- (a) Date of commencement of contract/s;
- (b) Expiry date/s;
- (c) Value per contract; and
- (d) Contract details: That is, with whom held, phone number and address/s of the company.



**ANNEXURE  
A**

**BID SPECIFICATION  
OR  
TERMS OF REFERENCE  
AND  
PRICING PAGE/SCHEDULE**

**BID NUMBER: KZNL 21/2019**

**SECTION 1  
TERMS OF REFERENCE FOR  
APPOINTMENT OF A SERVICE PROVIDER TO RENDER CANTEEN AND CATERING  
SERVICES.  
PERIOD: 36 MONTHS**

**1. BACKGROUND AND INTRODUCTION**

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) wishes to enter into an exclusive agreement with catering service provider for the period of 36 months.
- 1.2 . KZN Legislature intends to outsource the Canteen and Catering Services for the institution
- 1.3 KZN Legislature intends to enter into a Service Level Agreement with a Service Provider that is to provide the services required for a period of 36 months. The services rendered will be for the Service Provider's own account, taking responsibility for all risks including profit/loss, stock and cash control.

**2 OVERVIEW OF REQUIREMENTS FOR SUBMISSION**

- 2.1 All proposals must follow the following format and include the documents listed.
  - 2.1.1 Three (3) References – Presented on a Company Letterhead
  - 2.1.2 Certification
    - a) OHS Certification : ISO 45001:2018
    - b) Kosher and Halaal certification or proof of access to a certified company i.e contract or written confirmation(letter) from the Halaal and Kosher certified company
    - c) Certificate of acceptability for food on the premises
    - d) Proof of Insurance / Indemnities
    - e) Valid certified proof of registration with hospitality body
    - f) First Aid & Firefighting
  - 2.1.3 Pricing Schedule
  - 2.1.4 Proof of attendance of Site inspection
  - 2.1.5 CVs, Proof of Training and Certification for Chef

**3 CANTEEN AND CATERING SERVICES**

- 3.1.1 The tender must be submitted in accordance with the terms and conditions as stipulated below.
- 3.1.2 Where the bidder intends to subcontract any part of the service outlined in this tender, KZN Legislature should be made aware of such intentions in writing.
- 3.1.3 This Request for tender (RFT) supersedes all other communication from KZN Legislature to Service Providers regarding this invitation and contains the rules and conduct of the tender.
- 3.1.4 No verbal discussion with any staff member or advisor of KZN Legislature can vary, alter, add to or clarify any of the terms and conditions contained in this RFT. The bidder may only rely on written notice received from a duly authorised representative of KZN Legislature regarding any change, addition or variation in terms of this RFT. Such notice shall be delivered to each bidder .It is recorded that the Parties may communicate by e-mail and such e-mails shall, for the purposes of this RFT exclusively, be regarded as being in writing for the purposes of this RFT, in accordance with the terms of the Electronic Communications and Transactions Act, No. 25 of 2002.

3.1.5 Should there be any difference between KZN Legislature and the bidder regarding the interpretation of any provision of this RFT, the bidder shall accept KZN Legislature interpretation thereof.

3.1.6 Proposals must be submitted to ensure that KZN Legislature receives them no later than the closing time and date specified for their receipt at the address set out in first page of the document

3.1.7 Proposals that will be received at the address indicated in this RFT after the closing date & time and shall not be considered.

3.1.8 Irrespective of the scope of the services or specifications as set out and described in Section II, a successful Service Provider shall take full responsibility for the performance of its offered specifications, products, services and materials against the applicable requirements. Where any offered specification, equipment, service or material differs from the requirements, it shall be the sole responsibility of the Service Provider to bring this to the attention of KZN Legislature

### **3.2 COSTS INCURRED BY THE SERVICE PROVIDER**

3.2.1 The Service Provider shall be responsible for all costs, expenses and losses incurred by it in the preparation, presentation and demonstration of the submission contained in its respective proposal about this RFT. KZN Legislature shall not compensate the Service Provider for any such costs, expenses or losses, regardless of the outcome of the tender.

3.2.2 Should this RFT be cancelled, KZN Legislature shall not incur any liability whatsoever.

### **3.3 DISCLAIMER OF RIGHTS AND LIMITATION OF LIABILITY**

3.3.1 The Service Provider provides this proposal at its sole and absolute risk.

3.3.2 By submission of its tender, the Service Provider shall be deemed to have; -

3.3.2.1 Satisfied itself with all conditions/ circumstances affecting its tender; and satisfied itself with any policies which the Service Provider is obliged to comply with in the rendering of the Services or the delivery of the Products.

3.3.2.2 The terms and conditions provided by the Service Provider in the Proposal shall have no force and effect and shall never be taken as operative, whether to override or supplement any term or condition, as may pertain to this RFT or any subsequent agreement.

### **3.4 LABOUR LAWS**

3.4.1 Service Provider to comply with all relevant labour laws – all inclusive.

### **3.5 INSURANCE / INDEMNITIES**

3.5.1 Service Providers are required to provide details and proof of insurance cover applicable to the products and services provided to KZN Legislature.

## **4. SCOPE OF WORK**

The Service Provider will be required to provide the following:

### **4.1 PROVISION OF A CANTEEN AND CATERING SERVICES**

4.1.1 This is an all-inclusive catering and canteen service providing basic meals, non-alcoholic beverages, snacks and other items (not limited to free issuance) on a daily basis to on-site personnel, including providing and maintaining equipment and the provision of consumables required for the intended use for the institution's activities on ad hoc basis .

#### **4.1.2 DURATION OF SERVICE:**

The intended term of the contract will be for a period of 36 months

#### **4.1.3 NORMAL WORKING HOURS:**

##### **NORMAL SERVICE TIME FOR CANTEEN:**

- a) Working Days (Excluding Public Holidays) Monday to Thursday – 08h00 to 17h00 and
- b) Friday– 08h00 to 15h00
- c) It must be further noted, that KZN Legislature has two hundred and fifty(250). staff complement These employees are accommodated in three separate buildings and any extended operating hours will either be at the discretion of the Service Provider or be negotiated directly with KZN Legislature should such a requirement be deemed necessary
- d) The preferred Service Provider must be prepared to cater for the following:
  - i) All dietary preferences, including but not limited to religious, cultural, vegetarian,
  - ii) Kosher and halaal with valid certification from the respective bodies where applicable.

#### **4.2 PROVISION OF A CATERING SERVICE**

The provision of a Catering Service for internal meetings and/or third party functions and ad-hoc functions for KZN Legislature

Response Times:

The Service Provider is to ensure that meals ordered be prepared and delivered to the boardrooms and respective venues at least 30 minutes prior to stipulated time by the client/s. The response times must be adhered to. Failure to adhere to the times stipulated may result in non-payment or the reduction of the quoted price for the service.

#### **4.3 TASKS AND ACTIVITIES**

- a) Preparation of meals must be in accordance with acceptable food industry standards.
- b) No food preparation other than that which has been specified or requested must take place on the premises
- c) This Scope of Work will be undertaken in the manner stated in this document as well as the Service Level Agreement
- d) This Scope of Work is subject to all conditions and requirements as stated in Section 2 of this document as well as any other accompanying documents in this pack.

#### **4 GENERAL REQUIREMENTS**

- a) Tasks not specified in this document will be identified and mutually agreed upon between the Service Provider and KZN Legislature

#### **SECTION 2:**

#### **5 SPECIAL CONDITIONS**

**THE SERVICE PROVIDER IS REQUIRED TO:**

- 5.4.1 Conduct business in a courteous and professional manner
- 5.4.2 Ensure that all personnel working under this contract are in good health and pose no health risk to any personnel in KZN Legislature
- 5.4.3 Comply with KZN Legislature security and emergency policies, procedures and regulations
- 5.4.4 Ensure that all work performed and all vehicles and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of KZN Legislature
- 5.4.5 Maintain its equipment in good order so as to comply with KZN Legislature's occupational health and safety standards
- 5.4.6 Ensure that all personnel working under this contract are adequately qualified and trained prior to the commencement of the contract
- 5.4.7 Provide all personnel working under this contract with uniforms that state the name of the service provider and employee name that can be clearly identified from other Service Providers, KZN Legislature, etc. KZN Legislature reserves the right to order the immediate removal of a staff member that does not adhere to this requirement
- 5.4.8 Provide all personnel working under this contract with adequate and appropriate Personal
- 5.4.9 Protective Equipment (PPE) and clothing and to ensure that these items are worn at all times
- 5.4.10 Ensure that KZN Legislature is informed of any removal and replacement of personnel. For security reasons, KZN Legislature reserves the right to vet all personnel working under this contract
- 5.4.11 Provide the general cleanliness to the canteen and surrounding areas daily
- 5.4.12 Define their modus operandi to KZN Legislature with regard to their service providers who deliver supplies to site
- 5.4.13 Provide an on-site manager, available at all times
- 5.4.14 Issue and circulate weekly menus to employees
- 5.4.15 Conclude a 37(2) and rental agreement with Facility Management – KZN Legislature
- 5.4.16 Establishment and operation of a canteen on KZN Legislature premises, utilising the allocated area for the supply of a set menu of basic meals, beverages and other items on a daily basis
- 5.4.17 Provide a few options of 'Meals-of-the day' at a competitive price
- 5.4.18 Provide adequate equipment, cutlery and crockery for use by KZN Legislature at no extra cost
- 5.4.19 Provide suitable disposable containers for the serving of food and beverages

- 5.4.20 Use only fresh ingredients in the food preparation and ensure that no items that are beyond the expiry date are used and offered
- 5.4.21 All foods/meals must be of exceptionally high standard
- 5.4.22 The purchase price of the items should be offered at competitive market related level
- 5.4.23 KZN Legislature reserves the right to compare prices

5.4.24 Provide the following :

- a) Payment for Maintenance to be submitted to Facilities Management Office upon receiving the invoice from the KZN Legislature.
- b) Canopy cleaning - every 3 months – provide proof to Facilities Management In accordance with SANS 1850:2014 – at least every 6 months. Certificate to be submitted to Facilities Management
- c) Gas refill - as and when needed
- d) Fat trap cleaning-every 3 months
- e) Safe disposal of oil
- f) Microbiological swabs.
- g) The Service Provider shall be responsible to add any further small items, utensils and equipment that it might need for the operation of the restaurant and there will be no obligation to provide the Service Provider with any more equipment or utensils or haberdashery.
- h) Upon commencement of Service Provider operations, the parties shall conduct a joint inventory and condition survey of the equipment, furnishings, and fixtures included with the premise occupied and used by the Service Provider and make a written record thereof, with each party indicating by authorized signature its acceptance of said written record.
- i) Fill in vending machines with fresh foods on daily basis.
- j) Must use recyclable containers/packages for sandwiches and styrofoam cups for tea/coffee.

#### **FIT OUT OF CANTEEN PREMISES:**

- 5.4.25 KZN Legislature will provide catering equipment that is of acceptable industry standards and the Service Provider will be responsible for the general up-keep of the facility occupied. KZN Legislature will conduct regular inspections of the facility to ensure adherence to standards prescribed by the OHS and Statutory Building regulations.
- 5.4.26 All furniture and fittings supplied by and installed by the Services Provider needs to be approved by KZN Legislature Facilities Department
- 5.4.27 KZN Legislature has the right to claim re-instatement costs and any other damage to the equipment from the appointed service provider.
- 5.4.28 No renovations will be authorised without KZN Legislature's written approval
- 5.4.29 Provide a catering service for internal meetings and ad-hoc functions on request. Noting that nothing prevents KZN Legislature from ordering from external service providers
- 5.4.30 Delivery of meals to internal meetings and ad- hoc functions within the prescribed time frames
- 5.4.31 Provide meals in a presentable manner to clients
- 5.4.32 Provide adequate catering equipment, cutlery and crockery
- 5.4.33 Remove catering equipment and clean/tidy up of the venue at the end of functions/meetings
- 5.4.34 This cost to cater must be agreed upon between the Service Provider and the respective client of KZN Legislature

#### **PREPARATION AND STANDARDS**

- 5.4.35 The meals/beverages served will be of high quality and prepared in a clean and hygienic manner in accordance with all health and safety regulations
- 5.4.36 Service provider must apply healthy options like salads and offer variety for vegetarian and halaal foods amongst others.
- 5.4.37 The Service Provider will be general cleanliness of the canteen area.

## **CLEANING OF THE AREAS**

- 5.4.38 Service Provider is to remove all waste (wet or dry) on a daily basis. Waste must be appropriately packaged for disposal with the use of proper refuse bags
- 5.4.39 The Service Provider will provide bins/containers and ensure that the canteen area be cleaned daily

## **FOOD PRICES**

- 5.4.40 All menu items are to be individually priced for sale
- 5.4.41 Tender prices are to be fixed for the first twelve (12) months and only one escalation per year will be accepted
- 5.4.42 Any food price increase is to be agreed upon with KZN Legislature prior to implementation
- 5.4.43 Only sales within KZN Legislature will be allowed – NO SALES TO THE GENERAL PUBLIC WILL BE ALLOWED. External stakeholders of the institution are exempted from the clause on condition they are accompanied by the employee.

## **STORAGE**

- 5.4.44 . The Service Provider will maintain a stock of consumables in the store, at their own risk, provided that all local council by laws and the Occupational Health and Safety Act are adhered to
- 5.4.45 KZN Legislature will not be responsible or liable for any loss or damage to the Service Provider's stock of consumables and equipment stored on KZN Legislature's premises under any circumstances
- 5.4.46 Stocktaking must be executed in a manner so as not to affect the services provided to KZN Legislature

## **PRICING**

- 5.4.47 For evaluation purposes the Service Provider is required to provide detailed pricing on the Pricing Schedule (Section 3)
- 5.4.48 All other pricing assumptions, excluded and unknown costs must be clearly documented.

## **VALIDITY**

- 5.4.49 Service Provider's proposal shall remain valid for 120 days from tender closure.

## **CONTRACT PERIOD**

- 5.4.50 The contract will be for a 36 month period. The commencement date will be no later than 30 days from the date of the issue of the letter of acceptance. The service can only be rendered upon the receipt of a certificate of acceptability – linked to address of Samrand premises and person.
- 5.4.51 Either party may cancel the contract at any given time by giving 90 days' notice in writing to this effect
- 5.4.52 The extension/cancellation of the contract may not be effected without prior approval of KZN Legislature's Facilities Unit
- 5.4.53 KZN Legislature reserves the right not to award this tender to any KZN Legislature employee or their direct family.

## **OCCUPATIONAL HEALTH AND SAFETY**

5.4.54 The successful Bidder will comply with:

- a) The Compensation for Occupational Injuries and Diseases Act (must be registered and in good standing for the duration of the contract)
- b) Be in possession of a Valid Tax Clearance Certificate for duration of the contract.
- c) Occupational Health and Safety Act and Regulations, as amended, from time to time (Special note must be taken of all KZN Legislature OHS policies and procedures relevant to the service and compliance)
- d) Transport of Food.
- e) With local bylaws, i.e. fire safety, nuisance, water, etc.
- f) Foodstuffs, Cosmetics and Disinfectants Act, No. 54 of 1972.
- g) Have a certificate of acceptability from the local municipality for the food premises.
- h) Have trained first aider and fire fighter on site.
- i) Pest control sprays to be done on monthly basis.
- j) Service provider to be registered with the Department of Agriculture, Forestry and Fisheries.
- k) Evacuation drills every 6 months – report to be submitted to the Facilities Management Department.
- l) (KZN Legislature Occupational Health and Safety Section or 16.2)
- m) Supplier to provide first aid kit for staff
- n) Monthly SHE inspection reports to be submitted to Facilities Management.
- o) (KZN Legislature Occupational Health and Safety Section or 16.2)
- p) Medical fitness certificate required for all staff on site.
- q) Induction training records.
- r) KZN Legislature Safety File R
- s) Requirements which should include ( Induction Document, 37,2 Agreement, Valid Workman's Compensation, Valid Public Liability, COA Certificate, Certified Copies of ID's, WASTE MANAGEMENT PLAN, Staff Training records, Personal Protective Equipment Plan, Food Safety Plan)
- t) Comply with KZN Legislature SHE Representatives & Environmental Health Department Inspections and recommendations.

#### **INDUSTRIAL RELATIONS:**

5.4.55 The Service Provider must ensure that they comply with the minimum wage requirement as prescribed by law and all other Labour Relations Acts.

#### **WATER, ELECTRICITY AND TELEPHONE FACILITY:**

5.4.56 The cost of the water and electricity consumption will be on the account of the appointed service provider

5.4.57 KZN Legislature will provide a telephone point in the canteen area. All costs associated with calls will be for the account of the Service Provider. The Service Provider will be billed on a monthly basis.

#### **REFERENCES**

5.4.58 Service provider to provide at least three (3) contactable references

#### **OFF-SITE PREPARATION FACILITY**

5.4.59 In the event of meals being prepared off-site, KZN Legislature reserves the right to inspect such facilities to ensure compliance with the Occupational Health and Safety Act.

#### **KZN Legislature WILL:**

5.4.60 Conduct business in a courteous and professional manner with the Service Provider.

5.4.61 Provide appropriate information as and when required by the Service Provider to fulfil their duties.



- 5.4.62 Not accept responsibility for any damages or injuries suffered by the Service Provider or their personnel for the duration of the contract if it is deemed to be beyond the control of KZN Legislature
- 5.4.63 Not accept any responsibility of accounts/expenses incurred by the Service Provider that were not agreed upon by the contracting parties
- 5.4.64 KZN Legislature will Provide the following:
- a) 1 fully fitted kitchen facility, an operations office and a storage facility
  - b) Electricity
  - c) Water points
  - d) Geyser
  - e) Refrigeration
- 5.4.65 The parties will inspect the equipment on or before the commencement of the contract and the Service Provider will maintain all equipment in the same good condition.

**ANNEXURE A-1****1. Mandatory requirements (Minimum Compulsory Requirements)**

Prospective Service Providers MUST provide information in the under-mentioned sequence.

	Comply	Do not comply
Valid Certificate of food premises acceptability for the business issued by the local municipality (COA)		
Minimum Public Liability of R5 Million insurance		
Proof of KZN footprint		
Valid SARS Tax Clearance Certificate.		
CIPC registration document		
Valid COIDA certificate		
Proof of registration of UIF		

Failure to submit any of the above requirements will result in a bid disqualification.

**2. Submission of Bids**

Bids must be deposited in the bid box by no later than 11h00 am on the 24 July 2020, and only those bids deposited by the closing time will be considered. Bidders must allow at least 30 minutes to park and enter the Legislature Administration Building due to security measures that are in effect, and no late bids will be accepted. Bids will be opened in the Supply Chain Management immediately after closing.

**3. Conditions of Bidding**

- a) The service provider must be a single legal entity with all other necessary expertise secured via subcontract, or under a joint venture arrangement.
- b) Tax clearance certificates dated within twelve months of the closing date of this bid must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
- c) Bids must be submitted in South African Rands, on a fixed price basis and must be inclusive of VAT.
- d) The Legislature is not bound to accept any of the bids submitted, and reserves the right to call for best and final offers from short-listed bidders before final selection.
- e) The Legislature reserves the right to call for presentation / interviews with short-listed bidders before final selection.
- f) Service providers may only ask for clarification on these terms of reference at the briefing session.
- g) Late submissions will be NOT be accepted under any circumstances.

#### 4. Evaluation Process

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2017 will apply in the evaluation and adjudication of this bid (80/20 preferential point system). The KZN Legislature reserves the right not to accept any bid or part of bids as detailed above in “**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**” of the bid.

The bids will be evaluated for functionality as detailed below and will be evaluated and adjudicated as follows:

##### Phase 1: Minimum Compliance Requirements

The Bid Evaluation Committee will assess compliance with the Mandatory Requirements as outlined in above. Bidders who do not comply with the minimum compulsory requirements will be disqualified and will not proceed to Phase 2 in the bid evaluation process.

##### Phase 2: Evaluation of Functionality

The evaluation of the bids must be conducted in the following two stages:

- a. Minimum scoring: A service provider who fails to score a minimum of 80 % on functionality will be disqualified at this stage and will not proceed to the next stage of the evaluation process site inspection of the bidders premises.
- b. **Bidders are required to score 90 points in the Bidders premises inspection in order to be considered for Price and BBBEE evaluation.**
- c. In the Price and BBBEE evaluation 80 points will be allocated to price and 20 points will be allocated to BBBEE points in terms of the 80/20 preference point system as embodied in the Preferential Procurement Regulations, 2017 will be considered.

**Note:** All bidders must attach a detailed proposal (including documents identified above *Minimum Compulsory requirements*).

##### Phase 3: Bid Adjudication Process

A list of bidders will be compiled from highest to lowest score, which the Bid Evaluation Committee will review and recommend the successful bidder/s to the Bid Adjudication Committee for award. Once approved, bidders will be notified of the award.

##### First Stage: Functional Criteria

1. Only those Bidders which score 80 points or higher (out of a possible 100) during the functional evaluation will be considered for site inspection exercise and further evaluation . Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.
2. The Functional Criteria that will be used to test the capability of Bidders are as follows

Evaluation Criteria		Scoring		
<p>At least three trade reference sites where services are or were being delivered.</p> <p>Details should include the company name; contact person; contract value; contact details. (Please note KZN Legislature reserve the right to verify all submitted reference letters for with the tenderer's clients.)</p> <ul style="list-style-type: none"> <li>• Referral company letter head.</li> <li>• Stipulate the number of staff members assigned in the contract</li> <li>• Experience in comparative projects (clientelle of 250 or more )</li> <li>• Letter to stipulate the contract period</li> </ul>	6 reference letters or more	5	5	25
	4-5 reference letters	3		
	Three reference letter	2		
	Less than 3 reference letters	0		
<p>Proposed Methodology</p> <p>Provide methodology and proper roll out/implementation plan</p>	Executive summary , business model, Human Capital Model , financial model and implementation plan	5	5	25
	Executive summary , business model, Human Capital Model , financial model	3		
	Executive summary , business model, Human Capital Model	2		
	Incomplete or unclear methodology	0		

The service provider to demonstrate that they have necessary capacity to provide required canteen and catering services Provide Key Team experience – a curriculum vitae of the proposed resources to be assigned as Head Chef and Manager for operations	CVs of Manager and Head Chef with 3 years and more	5	5	25
	CVs of Manager and Head Chef 2 years	2		
	Less than 2 years and more than 1 years experience	1		
	Less than 1 year experience	0		
The Service Provider must have minimum of 5 years experience and a good track record in catering and or canteen services servicing an institution of the similar size. <b>Use appendix 2 POE</b>	5 years and more	5	5	25
	4	3		
	2-3	1		
	0-1	0		

APPENDIX 2: PORTFOLIO OF EVIDENCE

**CATEGORY A: SMALL MEETING ( 50 OR LESS PEOPLE ATTENDING )**

DATE	VALUE	NO. OF DELEGATES	VENUE	ORGANIZATION	TELEPHONE	NAME

<b>CATEGORY B: LARGE MEETING Above 100 attendees )</b>						
<b>DATE TYPE OF EVENT</b>	<b>VALUE</b>	<b>NUMBER OF DELEGATES</b>	<b>VENUE</b>	<b>ORGANIZATION</b>	<b>TELEPHONE</b>	<b>NAME</b>

Second stage of functionality  
**Bidders Premises inspection.**

The bidder will be evaluated based on

	Points allocated
Cleanliness of premises Visit physical address that that Service Provider provided in the quotation document and this address corresponds with certificate of acceptability and confirm that this is the premises where food will be prepared.	20
Food tasting and proper presentation.	20
Sufficient staff complement	20
Fully equipped premises including delivery vehicles , crockery, cutlery, uniform and cooking utensils etc.	40

**Bidders are required to score 90 points in the Bidders premises inspection in order to be considered for Price and BBBEE evaluation.**

**SECTION 3**

**Pricing schedule 2A – Tea**

<b>Morning/ Afternoon Tea &amp; accompaniments</b>		
<ul style="list-style-type: none"> <li>• Ceylon tea, rooibos tea,</li> <li>• Regular coffee, decaffeinated coffee,</li> <li>• Water with lemon, fruit juice</li> <li>• Milk</li> <li>• Sugar, sweetener</li> <li>• Lemon slices</li> <li>• Fruit skewers or fruit platter</li> <li>• 2 savoury items from the list or</li> <li>• 2 sweet items from the list</li> </ul>		
Category	Description	Price per unit (per person)
Savoury items	1. <b>Sandwiches</b> (brown and white bread) Selection of:- Chicken mayonnaise Cheese & tomato Cucumber & cream cheese Egg mayonnaise	R_____
	2. <b>Quiche</b> :- Caramelised onion Roasted butternut Spinach & feta Asparagus	R_____



	<p><b>3. English breakfast</b>                  consists of fried eggs, sausages, tomatoes, mushrooms, fried bread and often a slice of white or black pudding (similar to bloodwurst).  <b>Sausages must not have any pork meat.</b></p>	<p>R _____</p>
	<p>4. Scones with grated cheese</p>	<p>R _____</p>
<p>Sweet items</p>	<p><b>1. Muffins:-</b>                  Apple &amp; pecan nut                  Carrot &amp; raisin                  Chocolate                  Bran</p>	<p>R _____</p>
	<p><b>2. Cake:-</b>                  Chocolate                  Vanilla                  Coffee</p>	<p>R _____</p>
	<p><b>3. Scone with jam &amp; cream</b></p>	<p>R _____</p>
	<p><b>4. Biscuits:-</b>                  Chocolate chip                  Crunchies                  Rockcakes                  Butter biscuits</p>	<p>R _____</p>
<p><b>Average price for tea + accompaniments</b></p>		<p>R _____</p>

**menu & pricing schedule 2B – lunch**

All halaal food to be prepared by a haalal certified cater only.

**Lunch Menus Week 1**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Mains</b> 1	Chicken curry	Roast lamb	Curried tripe	Green bean bredie (beef)	Roast chicken
2	Beef lasagne	Thai fish cakes	Gourmet burger bar Chicken/beef patties	Chicken wraps	Homemade beef pie Pastry rounds
<b>Vegetarian</b>	Lentil lasagne	Aloo Gobhi (curried potato & cauliflower)	Gourmet burger bar Soya patties	Chickpea & roasted vegetable wraps	Nut & bean roast
<b>Starch</b> 1	Basmati rice	Roast potato	Phutu	Ujeqe (dumplings)	Potato wedges
2	Roti	Rice	Hamburger roll	Wraps	Rice
<b>Vegetable/salad</b> 1	Peas	Creamed spinach	Fried onions	Whole kernel corn	Cauliflower au gratin
2	Carrots	Butternut	Fresh tomato salsa	Avocado slices	Gem squash
<b>Salad</b> 1	French salad	Greek salad	Gherkin & cucumber slices	Shredded lettuce Cucumber slices	Beetroot
2	Sambals		Lettuce Cheese slices	Julienne raw carrots Tomato slices	Green salad
<b>Accompaniment</b>	Salad dressing	Gravy Salad dressing	Burger, BBQ & Mushroom sauce	Mayonnaise Chilli sauce	Gravy Salad dressing
<b>Accompaniment</b>	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter
2	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream
<b>Drinks</b>	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice
<b>Price Main Meal</b>	R	R	R	R	R
<b>Price Vegetarian Meal</b>	R	R	R	R	R

**Lunch Menus Week 2**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Mains</b> 1	Mutton and butternut stew	Oxtail	Tripe	Rump steak	Mutton curry
2	Pan seared fish with tomato & chilli sauce	Butterflied crumbed chicken breasts	Chilli con carne with pita bread	Chicken stir fry	Fried fish
<b>Vegetarian</b>	Stuffed mushrooms (spinach & cheese)	Macaroni cheese	Soya chilli con carne with pita bread	Soya prawn stir fry	Vegetable & dried bean curry
<b>Starch</b> 1	Phutu	Rice	Samp & beans	Savoury rice	Basmati rice
2	Mash (potato + sweet potato)	Potato bake	Pita bread	Baby potatoes	French fries
<b>Vegetable/salad</b> 1	Green beans	Roasted Mediterranean vegetables	Fried cabbage	Broccoli	Peas
2	Carrots		Pumpkin	Patti pans	Butternut, spinach & feta salad
<b>Salad</b> 1	Broccoli salad	Green salad	Shredded lettuce	Beetroot slices	Green salad
2	3 bean salad	Tomato, sweetcorn & olive salad	Guacamole	French salad	Sambals
<b>Accompaniment</b>		Salad dressing	Salad dressing	Salad dressing	Tartar sauce Salad dressing
<b>Accompaniment</b>	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter
2	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream
<b>Drinks</b>	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice
<b>Price Main Meal</b>	R	R	R	R	R
<b>Price Vegetarian Meal</b>	R	R	R	R	R

**Lunch Menus Week 3**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Mains</b> 1	Roast beef	Peri-peri chicken livers	Unbelievable chicken	Tomato bredie (lamb)	Tandoor chicken

<b>2</b>	Butter chicken	Cold meat (silverside, turkey breast, chicken pieces)	Beef curry	Chicken and mushroom tagliatelle	Hake thermidor
<b>Vegetarian</b>	Bean & potato pie	Vegetable biryani & dhall	Spanakopita (spinach & feta in phyllo pastry)	Pasta Napolitano	Roast Mediterranean vegetables with couscous
<b>Starch</b> <b>1</b>	Roast potato	Potato salad	Rice	Tagliatelle	Basmati rice
<b>2</b>	Rice	Phuthu	Mash	Phuthu	Baby potatoes
<b>Vegetable/salad</b> <b>1</b>	Green beans	Beetroot slices	Baby marrow & carrot julienne	Broccoli	Butternut
<b>2</b>	Baby carrots	Coleslaw		Whole kernel corn	Peas
<b>Salad</b> <b>1</b>	Caesar salad	French salad	Green salad	Greek salad	Coleslaw
<b>2</b>	Grated beetroot	Tomato & mozzarella	Sambals	Roast sweet potato salad	Green salad
<b>Accompaniment</b>	Gravy	Mayonnaise Salad dressing	Salad dressing	Salad dressing	Salad dressing
<b>Accompaniment</b>	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter
<b>2</b>	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream
<b>Drinks</b>	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice
<b>Price Main Meal</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>Price Vegetarian Meal</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

**Halaal Menu and Requirements  
pricing schedule 2A – Tea**

<b>Morning/ Afternoon Tea &amp; accompaniments</b>		
<ul style="list-style-type: none"> <li>• Ceylon tea, rooibos tea,</li> <li>• Regular coffee, decaffeinated coffee,</li> <li>• Water with lemon, fruit juice</li> <li>• Milk</li> <li>• Sugar, sweetener</li> <li>• Lemon slices</li> <li>• Fruit skewers or fruit platter</li> <li>• 2 savoury items from the list or</li> <li>• 2 sweet items from the list</li> </ul>		
Category	Description	Price per unit (per person)
Savoury items	<b>5. Sandwiches</b> (brown and white bread) Selection of:- Chicken mayonnaise Cheese & tomato Cucumber & cream cheese Egg mayonnaise Steak Egg/meat/veg Wraps Salomies	R _____
	<b>6. Quiche:-</b> Caramelised onion Roasted butternut Spinach & feta Asparagus	R _____
	<b>7 English breakfast</b> consists of fried eggs, sausages, tomatoes, mushrooms, fried bread and often a slice of white or black pudding (similar to bloodwurst). <b>Sausages must not have any pork meat.</b>	
	8 Scones with grated cheese	R _____
Sweet items	<b>Muffins:-</b> Apple & pecan nut Carrot & raisin Chocolate Bran	R _____
	<b>Cake:-</b> Chocolate Vanilla Coffee	R _____
	<b>Scone with jam &amp; cream</b>	R _____
	<b>Biscuits:-</b> Chocolate chip Crunchies Rockcakes Butter biscuits	R _____

**Average price for tea + accompaniments**

R \_\_\_\_\_

**Food Menu**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Mains</b> 1	Roti with Lamb Curry	Peri-peri chicken livers	Unbelievable chicken	Tomato bredie (lamb)	Tandoor chicken
2	Butter chicken	Cold meat (silverside, turkey breast, chicken pieces)	Beef curry	Chicken and mushroom tagliatelle Or Creamy mushroom	Hake thermidor
<b>Vegetarian</b>	Bean & potato pie	Vegetable biryani & dhall	Spanakopita (spinach & feta in phyllo pastry)	Pasta Napolitano	Roast Mediterranean vegetables with couscous
<b>Starch</b> 1	Roast potato	Potato salad	Rice	Tagliatelle	Basmati rice
2	Rice	Beef Petty topped with onion rings , cheese , mushroom source with fries or garden salad	Mash	Crumbed Chicken Fillet , topped with onion rings , cheese , mushroom source with fries or garden salad	Baby potatoes
<b>Vegetable/salad</b> 1	Green beans	Beetroot slices	Baby marrow & carrot julienne	Broccoli	Butternut
2	Baby carrots	Coleslaw		Whole kernel corn	Peas
<b>Salad</b> 1	Caesar salad	French salad	Green salad	Greek salad	Coleslaw
2	Grated beetroot	Tomato & mozzarella	Sambals	Roast sweet potato salad	Green salad
<b>Accompaniment</b>	Gravy	Mayonnaise Salad dressing	Salad dressing	Salad dressing	Salad dressing
<b>Accompaniment</b>	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter	Rolls/health bread Margarine/butter
2	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream
<b>Drinks</b>	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice	Tea/coffee/water/ fruit juice
<b>Price Main Meal</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

<b>Price Vegetarian Meal</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>



**Halaal Requirements**

<p>Halaal Diet</p>	
<p>Menu Diet Code</p>	<p>Approved Halaal signs from a Food Authority usually have the word “Halaal” in English and will be printed on food packaging.</p>
<p>Suggested Menu Type</p>	<p>À la carte or included as standard choice dependent on the demographics of setting.</p>
<p>Rationale for Diet and Menu Planning Guidance</p>	<p>The word “Halaal” is an Arabic term meaning “permissible” and refers to a food which is safe to consume by Islamic teachings while non-Halaal (Haram) refers to food that are forbidden to consume in a Muslim Diet</p>
<p></p>	<p>Meat is the most strictly regulated of food groups and only Halaal meat is allowed. E.g. beef, mutton, goat, lamb, farm birds such as chicken etc.</p>
<p></p>	<p>These animals are slaughtered while pronouncing the name of God “Allah” whilst the carotid artery is severed. Fish is considered Halaal and does not need to be slaughtered.</p>
<p></p>	<p>Foods that are forbidden to consume under the Islamic dietary law include:</p>
<p></p>	<p>Alcohol as a drink or as a food ingredient</p>
<p></p>	<p>Pork and pork products, ingredients and derivatives e.g. ham, bacon, lard, gelatine products and certain food additives</p>
<p></p>	<p>Meat not slaughtered by Halaal methods, meat of already dead animals</p>
<p></p>	<p>Birds of prey</p>
<p></p>	<p>Blood and any by-products</p>
<p></p>	<p>As best practice for Halaal menus an approved Halaal food supplier which uses a labelling scheme should be used for all main meals. There may be elements of the main meal service that will be suitable Halaal options e.g. pre-packed dairy products like cheese, milk and yoghurt, and most vegetarian options. Food preparation and cooking procedures form an important part of Islamic teachings and should follow good HACCP controls. Service users may enquire about the food origin, supplier information and preparation procedures and if not satisfied may refuse to eat food which may compromise service users.</p>

**PLATTERS**

Platter (ingredients of platter e.g. Cocktail sausages, pastries, savouries, <i>et cetera</i> )	No. of guests to be served per platter	Price per platter vat incl
<b>Option 1 – Chicken Platter</b> Barbecue chicken platter	10	R_____
Drumsticks, chicken strips, chicken wings, chicken nuggets, chicken & cheese russians		
<b>Option 2</b> Vegetable crudité platter	10	R_____
Carrots, cucumber, French beans, baby corn, cherry tomatoes, cauliflower, broccoli, olives.		
<b>Option 3</b> Savoury snack platter	10	R_____
Chicken skewers, cocktail frankfurters, savoury meat balls, sausage rolls, fish goujons.		
<b>Option 4</b> Morning selection	10	R_____
Mini muffins, mini Danish pastries, fruit kebabs.		
<b>Option 5: wrap platter</b>	10	R_____
Spicy beef wrap, bbq chicken wrap, chicken wrap, roasted vegetable wrap.		
<b>Option 6</b> vegetarian platter	10	R_____
Vegetable kebabs, mini vegetarian quiche, vegetable spring rolls, haloumi fingers		
<b>Option 7</b> Sandwich platter	10	R_____
Bite sized healthy sandwiches filled with tuna mayonnaise, salad, cottage cheese & pineapple, cheese & tomato & egg mayonnaise etc.		
<b>Option 8</b> Breakfast platter	10	R_____
A selection of toasted sandwiches, bacon & egg spring rolls, ham & cheese muffins, chipolatas & fruit kebabs.		

**Dessert**

Lemon cheesecake Apple crumble & custard Pineapple bake & cream Chocolate mousse	R_____
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Pavlova (peaches)	
Fruit salad & ice cream	R
Malva Pudding (slice)	R
Self-saucing chocolate pudding Trifle, Milk tart Apple crumble & custard Lemon meringue	R

important requirements

- **Tea is served with fruits, sandwiches ( no Polony, no ham) and a variety of muffins and scones**
- **Lunch , two starch, two protein ( red and white meat), vegetables for vegetarians and a salad**
- **Dessert with every lunch served**
- **There must be a boiled menu in every order as some MPLs do not eat curries and spices**
- **100% juice and few fizzy drink i.e. Coke, Coke Zero and Stoney)**
- **No pork to be served**

### Nutrient Standards for Adults

As a minimum and in order to ensure that requirements for protein, minerals and micronutrients are met, menus should be able to provide the following each day:

- Fruit and Vegetables servings
- Bread, rice, potatoes and starchy food servings
- Milk and Dairy servings
- Meat, Fish and alternatives including Halaal options and vegetarian options servings
- Foods with a high fat or sugar content may be offered

**Table 1: Nutrient Standards for Adults**

<b>Nutrient (/day)</b>	<b>Nutritionally Well</b>	<b>Provided</b>
Energy (kcal)	1840 – 2772	Daily
Protein (g)	56*	Daily

Whether vegetarian or non-vegetarian, a complete meal must provide adequate energy and protein to meet the nutrient standards for the client it is designed to meet. This includes any starter, main course and dessert that are on the menu at breakfast and lunch menu.

Protein

The minimum protein content for any main meal i.e. a starter, dessert and a main course that is based on meat, fish, eggs, cheese, pulses or other vegetarian ingredient, must reach 15g. On a menu where some desserts such as fruit or jelly may contribute negligible protein, the 15g minimum protein level will therefore need to be provided by the starter and main course.

In hot meal services, the judicious use of accompaniments such as dumplings and Yorkshire puddings, vegetables such as peas and sweetcorn and /or suitable sauces e.g. parsley or cheese sauce may be required to balance the protein element of the meal.

**SUMMARY OF PRICES BROUGHT FORWARD FOR EVALUATION PURPOSES**

**All prices must be quoted in ZAR inclusive of VAT**

**Note:** Failure to complete this pricing schedule will invalidate your quotation

Cost Item	Description	PRICE: VAT INCL
Tea	Average price for Tea p/p	R
Lunch Mains	Average price for Lunch p/p	R
Lunch Vegetarian	Average price for Vegetarian Lunch p/p	R
Lunch Halaal	Average price for Halaal Lunch p/p	R
Dessert	Average price for dessert	R
Platter	Average price for a platter for 10 people	R

**NOTE:** Should a discrepancy arise from the pricing provided in the summary of total prices above, the detailed pricing from the respective schedules/annexures will be used in the quotation adjudication process.

<b>Declaration</b>			
<ul style="list-style-type: none"> <li>• I have read and agree to the General Conditions of Contract related to Government procurement (Available on KZN Legislature’s tenders web page or from National Treasury)</li> <li>• I have completed and submitted all the documents indicated in the above checklist.</li> <li>• I have read and agree with the terms and conditions applicable to all quotations as stipulated in this document</li> <li>• I have noted and will comply with the delivery time frames indicated in the specifications / terms of Reference</li> <li>• I am the authorised signatory of the company</li> </ul>			
Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of Service Provider (company)			

## GENERAL CONDITIONS OF CONTRACT1

THE NATIONAL TREASURY  
Republic of South Africa



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### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010

#### NOTES

The purpose of this document is to:

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

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

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

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1 A copy of the complete document set containing the General Conditions of Contract is available on [www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/)

**GENERAL CONDITIONS OF CONTRACT  
TABLE OF CLAUSES**

1. Definitions
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3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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25. Force Majeure
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27. Settlement of disputes
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices