



**KWAZULU-NATAL
LEGISLATURE**
AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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Private Bag X9112, Pietermaritzburg, 3200

**SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO RENDER
CATERING SERVICES FOR 36 MONTHS**

Date 28 March 2024

BID NUMBER:KZNL 3/2023

Company 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	

RETURN OF PROPOSAL

The proposal must be deposited in the Bid Box situated at the Ground Floor,
KZN Legislature, 244 Langalibalele Street
PIETERMARITZBURG 3201



**KWA-ZULU-NATAL LEGISLATURE
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FOR OFFICIAL USE

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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 3/2023** CLOSING DATE: **02 May 2024** CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER CATERING SERVICES FOR 3 YEARS**

CONTRACT PERIOD: **THREE YEARS (36 MONTHS)**

VALIDITY PERIOD: **120 WORKING DAYS**

A tender briefing session will be held on **09 April 2024 at 11h30 via Microsoft Teams**. Interested bidders are requested to forward their email addresses and the name of the company to tenders@kznleg.gov.za by **08 April 2024**.

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

BID DOCUMENTS DELIVERED BY HAND OR COURIERED MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Ground Floor, KZN Legislature
244 Langalibalele Street
PIETERMARITZBURG
3201

THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:

**MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS)
08:00 TO 16:00**

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED

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 TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES NO

(SPECIFIC GOALS VERIFICATION CERTIFICATES AND DOCUMENTS MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS)

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

ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:

Contact Person: Adv. K Masondo
Tel: 082 886 2593
E-mail address: masondok@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 initialed.
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 tax clearance certificate with pin. (Where required, individual company profiles must be included).
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. The Legislature reserves the right to appoint more than one service provider.
23. 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)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
26. 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.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction

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 . 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. A valid Tax Clearance Certificate pin must be submitted together with the bid.
4. Designated employee(s) must verify the bidder's tax compliance status prior to the awarding of price quotations or competitive bids.
5. Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling.
6. Should the recommended bidder fail to provide written proof of their tax compliance status in terms of paragraph 4.2 above, accounting officers and accounting authorities must reject the bid submitted by the bidder.
7. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate and pin.
8. 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.
9. 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.

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

SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

DATE

SIGNATURE

COMPANY OFFICIAL STAMP

SECTION D

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices,

² 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.

including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

SECTION E

SB 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. Failure to indicate will result in not scoring points for specific goals)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents
25% black owned	05 points		ID of the directors of the companies with CK Document of the company, BBEE certificate.
More than 15% woman owned	05 points		ID of the directors of the companies with CK Document of the company, BBEE certificate.
5 % Youth	05 points		ID of the directors of the companies with CK Document of the company, BBEE certificate.
Company parameters must be within, KZN Province	05points		id of the directors of the companies, SD Report, BBEE, proof of residence (lease , water bill of the company, letter from the councillor etc)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SECTION F

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/ TRUST/ 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 G
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/Mrswhose
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*)

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Signature

Date

.....

.....

Position

Name of Bidder

.....

.....

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

SECTION J

SPECIAL CONDITIONS OF CONTRACT

PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS

1.ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) 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.RESERVATION OF RIGHTS

The KZN Legislature reserves the right to-

- a) invite bidders to make presentations regarding any aspect(s) of the bid before final selection;
- b) appoint more than one service provider;
- c) call for the best and final offers from shortlisted bidders before final selection;
- d) verify information and documentation of any bidder;
- e) carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f) enter into price negotiations with the preferred bidder;
- g) 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;
- h) cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such.

3.BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except for contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4.VAT

- 4.1. Bid prices must be inclusive of VAT.
- 4.2. A bidder must submit a tax invoice in respect of payments in terms of the contract. The 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.

5.CHANGE OF ADDRESS

Bidders must advise the KwaZulu-Natal Legislature should their address (domicilium citandi et executandi) details change from the date of bidding.

6.

COMMUNICATION

All correspondence about this bid must be addressed to:
**THE HEAD OF SUPPLY CHAIN MANAGEMENT
KZN LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG
3200**

7.COMPLETION OF SPECIFICATION

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

8.COMPLETENESS OF BID

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

9.OTHER CONDITIONS OF BID

- 9.1. The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2. No bid received by telegram, telex, facsimile or email will be considered.
- 9.3. The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4. Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
 - (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
 - (c) Name, address and telephone number of their bankers together with their bank account number.
 - (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5. In cases where a bidder enters business for the very first time, the following particulars shall be provided:
 - (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?

a. The successful Bidder must–

- a) comply with all specifications and standards outlined in the specifications;
- b) comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
- c) use and adopt reasonable professional techniques and standards in providing
- d) the services;
- e) monitor project implementation against set targets, costs and time frames;
- f) provide the services with all due care, skill and diligence;
- g) ensure continuity of services to the KZN Legislature;
- h) ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;
- i) where appropriate, appoint a project manager, who must, in addition to managing the project, **serve as** a single point of contact between the KZN Legislature and the successful bidder;
- j) ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview

any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;

- k) ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
- l) upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and
- m) immediately upon receipt of a notice from the KZN Legislature, promptly re-execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non-conformity.

10. PAYMENT CONDITIONS

- a) The Service Provider must submit an invoice for any payment to be made. Subject to paragraph 10.2, the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- b) Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- c) Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider;
- d) No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- e) The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature, an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- f) In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a) the Service Provider has the capacity and resources to render the services as specified;
- b) on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;

- c) the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is a breach of the contract;
- d) no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
- e) it is the owner of, or has a good title to all goods or services delivered in terms of this contract; and
- f) it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider if the KZN Legislature has reason to believe that the Bidder or service provider-:

- a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the KZN Legislature;
- b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
- c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
- d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
- e. breaches any applicable South African National Standards (SANS), legislation or policy; or
- f. failed to fulfil its contractual obligations in terms of the contract.

13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:

If the service provider –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

- 14.1.** Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 14.2.** Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act in accordance with the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service Provider.

15. JOINT VENTURES

- 15.1.** 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 the bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.2.** Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16. EXECUTION CAPACITY

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 successfully. The bidder must therefore 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.

17. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

- (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.

18. TAX OBLIGATIONS

- 18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 18.2. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.
- 18.3. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.
- 18.4. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in accordance with the KZN Legislature SCM Policy.

19. REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20. EQUAL BIDS

- 20.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 20.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21. LATE BIDS

- 21.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

22. NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of a bid shall be in writing by a duly authorized official of the KZN Legislature.
- 22.2. Bid results will be advertised on the same media platforms used for the advertisement of the tender invitation.

23. AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid will be 120 days from the close of the bid. However, circumstances may arise whereby the KZN Legislature may request 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 made before the expiry of the original validity (binding) period.

25. SECURITY VETTING:

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

26. BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27. CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28. AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29. EXTENSION OF CONTRACT

- 29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of the contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.
- 29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however, such period may not exceed the initial contract period.

30. IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders 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. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B- SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period: 36 Months

2. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

ANNEXURE A

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

SECTION 1
TERMS OF REFERENCE FOR
APPOINTMENT OF A SERVICE PROVIDER TO RENDER 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. The KwaZulu-Natal Legislature (KZN Legislature) intends to outsource the Catering Services for the institution.

1.3 The KwaZulu-Natal Legislature (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 for the Service Provider's own account, taking responsibility for all risks including profit/loss, stock, and cash control. The services will **NOT** be on a subsidy basis or management fee will be paid.

2 OVERVIEW OF REQUIREMENTS FOR SUBMISSION

2.1 All proposals must follow the following format and include the documents listed.

2.1.1 Certification

- OHS Certification: ISO 45001:2018
- Kosher en Halaal certification
- Certificate of acceptability for food on the premises
- Proof of Insurance / Indemnities
- Valid certified proof of registration with hospitality body
- First Aid & Firefighting

2.1.2 Pricing Schedule

2.1.3 Proof of attendance of Site inspection

2.1.4 CVs, Proof of Training and Certification for Chef

3 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 RFT supersedes all other communication from the 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 the KZN Legislature can vary, alter, add to or clarify any of the terms and conditions contained in this RFT. The Service Provider may only rely on written notice received from a duly authorised representative of the KZN Legislature regarding any change, addition or variation in terms of this RFT. Such notice shall be delivered to each Service Provider. 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 Service Provider regarding the interpretation of any provision of this RFT, the Service Provider shall accept the 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. 36

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 Provider is 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 CATERING SERVICES

4.1.1 This is an all-inclusive catering service providing basic meals, non-alcoholic beverages, snacks and other items on a daily basis to on-site personnel, including providing and maintaining equipment and the provision of consumables required for the intended use and for internal as well as external meetings of the institution on an 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:

- Working Days (Excluding Public Holidays) Monday to Thursday – 08h00 to 17h00 and Friday – 08h00 to 14h00.

- The preferred Service Provider must be prepared to cater for the following:
- All dietary preferences, including but not limited to religious, cultural, vegetarian, 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.

4.2.1 Response Times:

The Service Provider is to ensure that meals ordered be prepared and delivered to the boardrooms and respective venues as stipulated by the client/s. The response times will 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 SERVICE CONDITIONS

The contract makes provision for:

4.3.1 Catering Services

4.3.2 Consumables and supplies as required

4.3.3 Maintenance of own equipment

4.4 TASKS AND ACTIVITIES

- Preparation of snacks, meals, hot and cold beverages to the acceptable food industry standards whilst also ensuring that no food preparation other than that which has been specified or requested takes place on the premises.
- This Scope of Work will be undertaken in the manner stated in this document as well as the Service Level Agreement.
- 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.

4.4.1 General Requirements

- Tasks not specified in this document will be identified and mutually agreed upon between the Service Provider and KZN Legislature.
- All document deliverables must be in formats as per industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project).

SECTION 2:

SPECIAL CONDITIONS

1.1 THE SERVICE PROVIDER IS REQUIRED TO:

- 1.1.1 Conduct business in a courteous and professional manner.
- 1.1.2 Ensure that all personnel working under this contract are in good health and pose no health risk to any personnel in KZN Legislature.
- 1.1.3 Comply with KZN Legislature security and emergency policies, procedures, and regulations.
- 1.1.4 Ensure that all work performed, and all vehicles, plant 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.
- 1.1.5 Maintain its equipment in good order to comply with KZN Legislature's occupational health and safety standards.
- 1.1.6 Ensure that all personnel working under this contract are adequately qualified and trained prior to the commencement of the contract.
- 1.1.7 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.
- 1.1.8 Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure that these items are worn at all times.
- 1.1.9 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.
- 1.1.10 Provide the services of pest control quarterly at their own cost and general cleanliness to the kitchen and surrounding areas daily.
- 1.1.11 Define their modus operandi to KZN Legislature regarding their service providers who deliver supplies to site.
- 1.1.12 Provide an on-site manager, available at all times.
- 1.1.13 Conclude a 37(2) and rental agreement with Facility Management – KZN Legislature.
- 1.1.14 Provide adequate equipment, cutlery, and crockery for use by KZN Legislature at no extra cost.
- 1.1.15 Provide suitable disposable containers for the serving of food and beverages, as and when required.
- 1.1.16 Use only fresh ingredients in the food preparation and ensure that no items that are beyond³⁹ the expiry date are used and offered.

- 1.1.17 All foods/meals must be of exceptionally high standard.
- 1.1.18 Provide a catering service for internal meetings and ad-hoc functions on request. Nothing, however, prevents KZN Legislature from ordering from any other external service providers.
- 1.1.19 Delivery of meals to internal meetings and ad- hoc functions within the prescribed time frames
- 1.1.20 Provide meals in a presentable manner to clients.
- 1.1.21 Remove catering equipment and clean/tidy up of the venue at the end of functions/meetings.
- 1.1.22 The cost to cater must be agreed upon between the Service Provider and the respective client of KZN Legislature.
- 1.1.23 KZN Legislature reserves the right to obtain catering for special functions and meetings from other local Service Providers.

PREPARATION AND STANDARDS

- 1.1.24 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.
- 1.1.25 Service provider must apply healthy options like salads and offer variety for vegetarian and halaal foods amongst others.
- 1.1.26 The Service Provider will be responsible for pest control and general cleanliness of the kitchen area.

CLEANING OF THE AREAS

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

STORAGE

- 1.1.29 . The Service Provider will maintain a stock of consumables in the kitchen, at their own risk, provided that all local council by laws and the Occupational Health and Safety Act are adhered to.
- 1.1.30 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.
- 1.1.31 Stocktaking must be executed in a manner so as not to affect the services provided to KZN Legislature.

PRICING

1.1.32 For evaluation purposes the Service Provider is required to provide detailed pricing on the Pricing Schedule (Section 3)

1.1.33 All other pricing assumptions excluded and unknown costs must be clearly documented.

VALIDITY

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

CONTRACT PERIOD

1.1.35 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.

1.1.36 Either party may cancel the contract at any given time by giving 90 days' notice in writing to this effect

1.1.37 The extension/cancellation of the contract may not be effected without prior approval of KZN Legislature's Facilities Unit

1.1.38 KZN Legislature reserves the right not to award this tender to any KZN Legislature employee or their direct family.

OCCUPATIONAL HEALTH AND SAFETY

1.1.39 The successful Bidder will comply with:

The Compensation for Occupational Injuries and Diseases Act (must be registered and in good standing for the duration of the contract)

- Be in possession of a Valid Tax Clearance Certificate for duration of the contract.
 - Occupational Health and Safety Act and Regulations, as amended, from time to time (Special note must be taken of all KZN Legislature policies and procedures relevant to the service and compliance)
 - Transport of Food.
 - With local bylaws, i.e. fire safety, nuisance, water, etc.
 - Foodstuffs, Cosmetics and Disinfectants Act, No. 54 of 1972.
 - Have a certificate of acceptability from the local municipality for the food premises.
 - Have trained first aider and fire fighter on site.
- 41
- Pest control spraying to be done on monthly basis.
 - Service provider to be registered with the Department of Agriculture, Forestry and Fisheries.

- Evacuation drills every 6 months – report to be submitted to the Facilities Management Department.
- Supplier to provide first aid kit for staff
- Monthly SHE inspection reports to be submitted to Facilities Management.
- Medical fitness certificate required for all staff on site.
- Induction training records.

INDUSTRIAL RELATIONS:

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

WATER AND ELECTRICITY FACILITY:

1.1.41 The cost of the water and electricity consumption by the Service Provider will be for KZN Legislature's account.

OFF-SITE PREPARATION FACILITY:

1.1.42 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.

2. KZN Legislature WILL:

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

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

2.3 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.

2.4 Not accept any responsibility of accounts/expenses incurred by the Service Provider that were not agreed upon by the contracting parties.

2.5 Provide the following:

- 1 fully fitted kitchen facility, an operations office and a storage facility.
- Electricity
- Water points
- Geyser
- Refrigeration

2.6 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.

3. The Service Provider will

3.1 Be responsible for any damaged caused to the furniture and equipment and will replace it when required by KZN Legislature at the Service provider's cost.

3.2 Be responsible for the following:

- 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
- Gas refill - as and when needed.
- Fire certificate - yearly (Approximately R850 per annum) Certificate to be provided to Facilities Management.
- Fat trap cleaning-every 3 months
- Safe disposal of oil
- Microbiological swabs.
- Pay for the fire permit (approximately R850)
- Provision of adding 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.
- Conduct a joint inventory and condition survey of the equipment, furnishings, and fixtures included with the premises occupied and used together with the KZN Legislature representative and make a written record thereof, with each party indicating by authorized signatures their acceptance of said written record.

1. 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 compulsory briefing session.
- g) Late submissions will be NOT be accepted under any circumstances.

2. Evaluation Process

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2022 will apply in the evaluation and adjudication of this bid (80/20 preferential point system).

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

Phase 1: Mandatory 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.

Prospective Service Providers **MUST** comply with all the mandatory requirements to move to next stage of evaluation.

Description	Comply	Do not comply
Valid Certificate of food premises acceptability for the business issued by the local municipality (COA)		
Halaal certification issued by SANHA (South African National Halaal Authority) which could be sub-contracted		
Minimum Public Liability Insurance cover of R5 Million		

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 points on functionality will be disqualified at this stage and will not proceed to the next stage of the evaluation process which is the preference point allocation stage.
- b. ONLY those bids that obtain a minimum score for functionality will be further evaluated for Price and specific goals points scoring. 80 points will be allocated to price and 20 specific goals points will be allocated to specific goals in terms of the 80/20 specific goals points as embodied in the Preferential Procurement Regulations, will be considered.

- c. Thereafter the qualifying bids will be evaluated in terms of the relevant preferential point system in respect of allocation of price and preference points. The bidder must ensure that supporting document are attached for verification.

Functional Criteria

1. Only those Bidders who 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:

Description	Points allocated
<p>Reference letters</p> <p>The bidder must submit the reference letters for previous services rendered.</p> <p>The reference letter must indicate the below information:</p> <ul style="list-style-type: none"> • Referral company letterhead. • Contact person • Contact details • Stipulate the number of staff members assigned in the contract. • Letter to stipulate the contract period and value. <p><i>(The KZN Legislature reserves the right to verify all submitted reference letters)</i></p> <ul style="list-style-type: none"> • 7 reference letters or more - 40 points • 4 - 6 reference letters - 20 points • 3 reference letters – 10 points • 2 or less reference letters – 5 points 	<p>40 points</p>
<p>Proposed Methodology and proposal</p> <p>Provide methodology and proper roll out/implementation plan</p>	<p>20 points</p>

<ul style="list-style-type: none"> • Methodology that clearly demonstrates how the service provider will render the services and the proposal indicated in the Executive summary, business model, Human Capital Model, financial model and implementation plan – 20 points • Methodology that partially demonstrates how the service provider will render the services and the proposal indicated in the Executive summary, business model, Human Capital Model, financial model and implementation plan – 15 points • Incomplete or unclear methodology – 0 points (no points will be allocated) 	
<p>Team experience</p> <p>A curriculum vitae or profile of the proposed resources to be assigned in servicing and managing the operation; (please provide the proposed team to service KZNLEG). The service provider to demonstrate that they have the necessary capacity to provide required catering services, this may include but not limited to the following:</p> <ul style="list-style-type: none"> • The service provider must have a minimum of 5 proposed staff with 4 years’ experience (all staff members) –25 points. <p>The bidder would score 0 if they proposed less than 5 staff and one of the staff members have less than 4 years’ experience, all members must have 4 years and above.</p> <p>NB Bidder must submit CVs of staff</p>	<p>25 points</p>
<p>Qualified Head Chef/ Manager</p> <p>Must have more than 5 years’ experience and relevant qualifications – 15 points</p> <p>Less than 5 years’ experience – 0 points/no points will be allocated</p> <p>NB The bidder must provide a CV and Diploma/Certificate in Chef qualification</p>	<p>15 points</p>
<p>Threshold</p>	<p>90</p>
<p>Total points</p>	<p>100</p>

Bidders who score 80 plus will move to the next stage of evaluation which is the site inspection before price and specific goals.

Stage 3 Due Diligence

Bidders Premises inspection.

The bidder will be evaluated based on

Description	Points allocated
Cleanliness of premises Visit the physical address that the bidder provided in the bidding document and this address corresponds with the certificate of acceptability and confirm that this is the premises where food will be prepared.	20
Food tasting and proper presentation.	20
Sufficient staff compliment	20
Fully equipped premises including delivery vehicles, crockery, cutlery, uniform and cooking utensils etc.	40
Minimum Threshold	90
Total points	100

Bidders are required to score 90 points to be considered for Price and Specific goals evaluation.

Pricing schedule 2A – Tea

Morning/ Afternoon Tea & accompaniments		
<ul style="list-style-type: none"> • Ceylon tea, rooibos tea, • Regular coffee, decaffeinated coffee, • Water with lemon, fruit juice • Milk • Sugar, sweetener • Lemon slices • Fruit skewers or fruit platter • 2 savoury items from the list or • 2 sweet items from the list 		
Category	Description	Price per unit (per person)
Savoury items	1. Sandwiches (brown and white bread) Selection of:- Chicken mayonnaise Cheese & tomato Cucumber & cream cheese Egg mayonnaise	R _____ 50

	<p>2. Quiche:- Caramelised onion Roasted butternut Spinach & feta Asparagus</p>	<p>R_____</p>
	<p>3. English breakfast consists of fried eggs, sausages, tomatoes, mushrooms, fried bread and often a slice of white or black pudding (similar to bloodwurst). Sausages must not have any pork meat.</p>	<p>R</p>
	<p>4. Scones with grated cheese</p>	<p>R_____</p>
<p>Sweet items</p>	<p>1. Muffins:- Apple & pecan nut Carrot & raisin Chocolate Bran</p>	<p>R_____</p>
	<p>2. Cake:- Chocolate Vanilla Coffee</p>	<p>R_____</p>
	<p>3. Scone with jam & cream</p>	<p>R_____</p>
	<p>4. Biscuits:- Chocolate chip Crunchies Rockcakes Butter biscuits</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

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

Price Main Meal	R	R	R	R	R
Price Vegetarian Meal	R	R	R	R	R

Lunch Menus Week 2

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

	Margarine/butter	Margarine/butter	Margarine/butter	Margarine/butter	Margarine/butter
2	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream	Fruit salad & ice cream
Drinks	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
Price Main Meal	R	R	R	R	R
Price Vegetarian Meal	R	R	R	R	R

Lunch Menus Week 3

	Monday	Tuesday	Wednesday	Thursday	Friday
Mains	Roast beef	Peri-peri chicken livers	Unbelievable chicken	Tomato bredie (lamb)	Tandoor chicken
1					
2	Butter chicken	Cold meat (silverside, turkey breast, chicken pieces)	Beef curry	Chicken and mushroom tagliatelle	Hake thermidor
Vegetarian	Bean & potato pie	Vegetable biryani & dhall	Spanakopita (spinach & feta in phyllo pastry)	Pasta Napolitano	Roast Mediterranean vegetables with couscous
Starch	Roast potato	Potato salad	Rice	Tagliatelle	Basmati rice
1					
2	Rice	Phuthu	Mash	Phuthu	Baby potatoes
Vegetable/salad	Green beans	Beetroot slices	Baby marrow & carrot	Broccoli	Butternut
1					
2	Baby carrots	Coleslaw	julienne	Whole kernel corn	Peas
Salad	Caesar salad	French salad	Green salad	Greek salad	Coleslaw
1					

2	Grated beetroot	Tomato & mozzarella	Sambals	Roast sweet potato salad	Green salad
Accompaniment	Gravy	Mayonnaise Salad dressing	Salad dressing	Salad dressing	Salad dressing
Accompaniment	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
Drinks	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
Price Main Meal	R	R	R	R	R
Price Vegetarian Meal	R	R	R	R	R

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

Morning/ Afternoon Tea & accompaniments		
<ul style="list-style-type: none"> • Ceylon tea, rooibos tea, • Regular coffee, decaffeinated coffee, • Water with lemon, fruit juice • Milk • Sugar, sweetener • Lemon slices • Fruit skewers or fruit platter • 2 savoury items from the list or • 2 sweet items from the list 		
Category	Description	Price per unit (per person)
Savoury items	5. Sandwiches (brown and white bread) Selection of:- Chicken & mayonnaise Cheese & tomato Cucumber & cream cheese Egg & mayonnaise Steak Egg/meat/veg Wraps Salomies	R_____
	6. Quiche:- Caramelised onion Roasted butternut Spinach & feta Asparagus	R_____
	7. English breakfast consists of fried eggs, sausages,tomatoes, mushrooms, fried bread and often a slice of white or black pudding (similar to bloodwurst). Sausages must not have any pork meat.	
	8. Scones with grated cheese	R_____
Sweet items	Muffins:-	56

	Apple & pecan nut Carrot & raisin Chocolate Bran	R _____
	Cake:- Chocolate Vanilla Coffee	R _____
	Scone with jam & cream	R _____
	Biscuits:- Chocolate chip Crunchies Rockcakes Butter biscuits	R _____
Average price for tea + accompaniments		R _____

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
Option 1 – Chicken Platter Barbecue chicken platter	10	R_____
Drumsticks, chicken strips, chicken wings, chicken nuggets, chicken & cheese russians		
Option 2 Vegetable crudité platter	10	R_____
Carrots, cucumber, French beans, baby corn, cherry tomatoes, cauliflower, broccoli, olives.		
Option 3 Savoury snack platter	10	R_____
Chicken skewers, cocktail frankfurters, savoury meat balls, sausage rolls, fish goujons.		
Option 4 Morning selection	10	R_____
Mini muffins, mini Danish pastries, fruit kebabs.		
Option 5: wrap platter Spicy beef wrap, bbq chicken wrap, chicken wrap, roasted vegetable wrap.	10	R_____
Option 6 vegetarian platter Vegetable kebabs, mini vegetarian quiche, vegetable spring rolls, haloumi fingers		
Option 7 Sandwich platter Bite sized healthy sandwiches filled with tuna mayonnaise, salad, cottage cheese & pineapple, cheese & tomato & egg mayonnaise etc.	10	R_____
Option 8 Breakfast platter 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 Pavlova (peaches)	R_____
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 proteins (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 drinks 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

Nutrient (/day)	Nutritionally Well	Provided
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

Year One

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
Total Price		R

Year Two

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
Total Price		R

Year Three

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
Total Price		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.

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

NB: Bidder must include a safety file costing on their proposal. Bidders are not obligated to submit a safety file with proposals on the closing date. A recommended bidder will be required to submit a safety file prior to being awarded, failure to submit or to meet all the safety file requirement will results in disqualification.

GENERAL CONDITIONS OF CONTRACT3

THE NATIONAL TREASURY

Republic of South Africa



**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.

**GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

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