GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

Page 1 of 4

BID NUMBER	GT/OOP/044/2026
BID DESCRIPTION	Appointment of a Pre-Qualified List of Service Providers to Render Catering Services for a Period of Three (3) Years for the Office of the Premier

CUSTOMER DEPARTMENT	Office of The Premier
CUSTOMER INSTITUTION	GAUTENG OFFICE OF THE PREMIER

BRIEFING SESSION	**Y**	☐	**N**	☑	**SESSION COMPULSORY**	**Y**	☐	**N**	☑	
					SESSION HIGHLY RECOMMENDED	**Y**	☐	**N**	☑	
BRIEFING VENUE	N/A				**DATE**	N/A		**TIME**	N/A	
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	☑	**DATE**	N /A		**TIME**	N/A	
SITE INSPECTION ADDRESS	N/A									

TERM AGREEMENT CALLED FOR?	**Y**	☑	**N**	☐	**TERM DURATION**	36 MONTHS

CLOSING DATE	11.12.2026	**CLOSING TIME**	11HOO

TENDER BOX LOCATION

All bids/tenders must be deposited in the Tender Box at the following address: Gauteng Department of Infrastructure Development, Corner House Building, 64 Commissioner Street, Marshalltown, Johannesburg.

NOTES

THE TENDER BOX IS OPEN Monday to Friday (07h00am - 16h00pm)

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consist of one Section (Section 1). The section must be submitted clearly marked with the Tender Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

GAUTENG PROVINCE
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Provincial Supply Chain Management

INVITATION TO BID

PART A
INVITATION TO BID

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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INVITATION TO BID

TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	Office of The Premier
CONTACT PERSON	ROSHINI AMRANI
TELEPHONE NUMBER	011 355 6000
FACSIMILE	N/A
E-MAIL ADDRESS	roshini.amrani@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	OFFICE OF THE PREMIER
CONTACT PERSON	Anthea Scott
TELEPHONE NUMBER	011 355 6000
FACSIMILE	N/A
E-MAIL ADDRESS	anthea.scott@gauteng.gov.za

GAUTENG PROVINCE
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Provincial Supply Chain Management

INVITATION TO BID

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			

RETURNABLE ATTACHMENT

GAUTENG PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.

2. For purposes contemplated in paragraph 1, the Gauteng, Office of the Premier (**OoP**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number_____, in my personal capacity or acting on behalf of _____ (Registration Number:_____) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA)**) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____

GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

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	INSTRUCTION TO BIDDERS	**Page: 4 of 4**

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

BID NUMBER	GT/OOP/044/2026	**CLOSING DATE**	11.12.2026
VALIDITY OF BID	120 DAYS	**CLOSING TIME**	11HOO

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Refer page 55 of 82 (table 19)

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**	✔	**N**		**VALUE BASED**	**Y**		**N**	✔
VALUE BASED	**Y**		**N**	✔										
QUANTITY BASED	**Y**		**N**	✔										
TERM BASED	**Y**	✔	**N**											

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

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 interest 1 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

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.

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	BIDDER'S DISCLOSURE	Page: 2 of 3

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:

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 consortium 2 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, 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.

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.

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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

3.5 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.

3.6 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.

3.7 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 the Bidder**	

GAUTENG PROVINCE
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PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the Tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
Refer to page 17 of 45 of TOR under paragraph 9.(Evaluation stages)	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation,

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

BIDDERS JOB CREATION ANALYSIS

Company Name		Vendor Number		Date Established	

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

GAUTENG PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

THE APPOINTMENT OF A PRE-QUALIFIED LIST OF CATERING SERVICE PROVIDERS TO RENDER CATERING SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE OFFICE OF THE PREMIER

The pre-qualified list shall comprise service providers for the following categories of catering services:

- **Category A: Executive Meetings**
- **Category B: General Departmental Meetings**
- **Category C: Mass Public Meetings and Community Outreach Programmes**

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ACRONYMS

ACRONYM	ACRONYM DESCRIPTION
EXCO	Executive Council
PCF	Premier's Coordination Forum
OoP	Office of the Premier
G&P	Governance and Planning Sub-Committee
ES	Economic Sub-Committee
SS	Social Sub-Committee
MEC	Member of the Executive Council
HOD	Head of Department
DG	Director General
DDG	Deputy Director General
NCOP	National Council of Provinces
MINMEC	Minister and Member of the Executive Council
TOR	Terms of Reference
RFP	Request for Proposals
EMT	Executive Management Team
BMT	Broad Management Team

1. INVITATION

The Office of the Premier (OoP) hereby invites suitably qualified and experienced catering service providers to submit proposals for the appointment a pre-qualified list of service providers for a period of thirty-six (36) months.

The purpose of this bid is to establish a pre-qualified list of competent catering service providers capable of delivering professional, reliable and quality catering services for various official meetings, programmes and events of the Office of the Premier throughout the Gauteng Province.

The pre-qualified list shall comprise service providers capable of providing catering services under one or more of the following categories:

Category A: Executive Meetings
Category B: General Departmental Meetings
Category C: Mass Public Meetings and Community Outreach Programmes

Bidders may submit proposals for one (1), two (2) or all three (3) categories of catering services.

Bidders must clearly indicate the category or categories for which they are applying and must submit all information, supporting documentation and evidence required for each category selected.

Each category will be evaluated independently. A bidder will only be evaluated for the category or categories selected in its bid submission.

Appointment of the pre-qualified list of catering service providers shall not constitute a guarantee of work. Requests for Quotations (RFQs) will be issued to appointed service providers within the relevant category, as and when services are required, in accordance with applicable procurement prescripts and departmental requirements.

The Department reserves the right to appoint any number of qualifying bidders to the pre-qualified list in each category.

2. BACKGROUND

The Office of the Premier is responsible for coordinating, monitoring and supporting the implementation of provincial government priorities. In fulfilling this mandate, the Department regularly hosts a wide range of official meetings, strategic planning sessions, executive forums, stakeholder engagements, training sessions, public participation initiatives and community outreach programmes throughout Gauteng Province.

These activities require the provision of professional catering services of varying scales, ranging from small executive meetings to large public gatherings involving community members and stakeholders.

To ensure the consistent availability of competent and compliant catering service providers, while promoting efficiency in procurement and improving service delivery, the Office of the Premier intends establishing a pre-qualified list of catering service providers for a period of thirty-six (36) months.

The pre-qualified list will enable the Department to source catering services through Requests for Quotations (RFQs) issued to appointed service providers within the relevant catering category, based on the nature, size and requirements of each event.

The pre-qualified list will consist of service providers capable of providing catering services under the following categories:

Category A: Executive Meetings
Category B: General Departmental Meetings
Category C: Mass Public Meetings and Community Outreach Programmes

3. GOALS AND OBJECTIVES

The primary objective of the Terms of Reference (ToR) is to establish a pre-qualified list of catering service providers capable of delivering professional, efficient and high-quality catering services for the Office of the Premier over a period of thirty-six (36) months.

The establishment of the pre-qualified list also seeks to improve procurement efficiency, reduce procurement lead times and ensure continuity of service delivery.

The specific objectives are to:

- Establish a pre-qualified list of suitably qualified and experienced catering service providers capable of meeting the Department's diverse catering requirements.
- Ensure that catering services are readily available for official departmental meetings, executive engagements, public participation initiatives and community outreach programmes.
- Promote fair, transparent and competitive procurement processes using Requests for Quotations (RFQs) amongst appointed pre-qualified list of service providers.
- Ensure the provision of safe, hygienic and high-quality food prepared in accordance with applicable health and food safety legislation and vetting where applicable.
- Ensure that service providers possess the necessary personnel, equipment, logistics and operational capacity to provide catering services within their approved category.
- Promote value for money, service excellence and continuous improvement in catering services provided to the Office of the Premier.
- Ensure that catering services are delivered in accordance with applicable legislation, National Treasury Instructions, Preferential Procurement Regulations and departmental policies.

4. SELECTION OF CATERING CATEGORIES

The pre-qualified list of catering service providers comprises of the following three (3) categories:

Category A: Executive Meetings
Category B: General Departmental Meetings
Category C: Mass Public Meetings and Community Outreach Programmes

Bidders may submit bids for one (1), two (2), or all three (3) categories.

For each category for which a bid is submitted, bidders must clearly identify and label the applicable category and indicate the category being bid for. Bidders must demonstrate compliance with all minimum requirements, qualifications, relevant experience, personnel requirements, and functionality criteria applicable to the selected category or categories

Categories not selected by the bidder will not be evaluated.

The Department reserves the right to appoint a bidder to one, two or all three categories, depending on the outcome of the evaluation process.

5. THE SCOPE

The successful service providers appointed to the pre-qualified list shall, upon request, provide comprehensive catering services for official meetings, events and programmes of the Office of the Premier throughout Gauteng Province, based on price preference, compliance and capacity to deliver that will be tested during each Request for Quotation (RFQ).

General Scope Applicable to All Categories

The appointed service providers shall, as required:

- Prepare, cook and supply meals and refreshments in accordance with approved menus.
- Deliver food to venues throughout Gauteng Province.
- Provide all necessary catering equipment, crockery, cutlery, glassware, serving utensils, table linen and serving stations where applicable.
- Provide trained catering personnel, including chefs, food handlers, waitrons and supervisors appropriate to the event.
- Cater for special dietary requirements, including Halaal, Kosher, Vegetarian, Vegan and medically prescribed meals where requested.
- Ensure compliance with all applicable food safety, hygiene and occupational health legislation.
- Set up catering facilities within the timeframes specified in each RFQ.
- Remove all equipment, waste and leftover food after completion of the event.
- Maintain adequate staffing, transport and equipment to fulfil departmental requirements at short notice where necessary.

The scope includes, but is not limited to, the preparation, delivery, setup, serving and removal of catering equipment and food for the following three (3) Catering service categories:

Table 1

Category	Description	Typical Meetings / Events	Indicative Attendance and capacity
Category A: Executive Meetings	• High-level executive meetings requiring premium catering services, • Professional presentation and high standards of service delivery. **Note:** Service providers will be subjected to vetting after the selection process has been completed (before appointment)	• Executive Council Meetings • Premier's Coordination Forum • Heads of Department Forum • Executive Management Team Meetings • Executive Committees • Strategic Executive Planning Sessions • Ministerial and Intergovernmental Meetings • Ad Hoc Executive Committees.	15 - 100 delegates
Category B: General Departmental Meetings	Routine departmental meetings requiring standard corporate catering services, **Note:** Service providers will be subjected to vetting after the selection process has been completed (before appointment)	• Broad Management Team Meetings • Directorate Meetings • Staff Meetings • Workshops • Training Sessions • Strategic Planning Sessions • Internal Stakeholder Meetings • Committee Meetings • Project Meetings • Governance Meetings.	10 – 300 delegates
Category C: Mass Public Meetings and Community Outreach Programmes	Large-scale public events requiring bulk catering services and significant logistical capacity.	• Common Outreach Programmes • Public Participation Programmes • Imbizos • Stakeholder Engagement Sessions • Public Awareness Campaigns • Provincial Events • Community Consultations • Service Delivery Outreach Programmes.	Events of up to 500 attendees and events exceeding 500 attendees

Note:

- The meetings and events listed above are indicative only and do not constitute an exhaustive list. The Department reserves the right to procure catering services for any meeting or event of a similar nature under the applicable category. Attendance figures are estimates and may vary depending on operational requirements.
- The quantities indicated are estimates only and shall not constitute a guarantee of work.

5.1 The Customer

The Office of the Premier (OoP) is the contracting authority and end-user of the catering services to be provided under this Terms of Reference.

The successful service providers shall render catering services to the Office of the Premier for official departmental meetings, executive engagements, strategic planning sessions, stakeholder consultations, public participation initiatives, community outreach programmes and any other official events authorised by the Department.

Services may be required by any Branch, Chief Directorate, Directorate or Business Unit within the Office of the Premier.

5.2 Frequency of Meetings

The frequency of meetings will vary according to the operational requirements of the Office of the Premier and cannot be guaranteed.

Appointment to the pre-qualified list shall not constitute a guarantee of work.

Service providers must be available to provide catering services throughout the duration of the contract as and when required.

The anticipated frequency for each category is as follows:

Table 2

Category	Estimated Frequency
Category A: Executive Meetings	Executive Council meetings are conducted in accordance with the Annual Executive Council Schedule, which is approved at the beginning of each financial year. In addition to these scheduled weekly and monthly meetings, the Office of the Premier convenes ad hoc intervention, advisory, task team and other strategic meetings as required to respond to departmental priorities. The Service Provider must therefore be sufficiently flexible to accommodate both scheduled services and short-notice requests, amendments or cancellations.
Category B: General Departmental Meetings	Daily, weekly or monthly departmental meetings, workshops, training sessions, planning sessions and internal stakeholder engagements.
Category C: Mass Public Meetings and Community Outreach Programmes	Scheduled according to departmental programmes, provincial campaigns, community outreach initiatives, public participation programmes and special events.

Note:

- The Department reserves the right to amend meeting schedules, increase or reduce the number of meetings, cancel meetings or request additional services at short notice based on operational requirements.
- Meetings may be cancelled or postponed within 48 hours of meeting date due to operational requirements.
- Service providers must demonstrate sufficient operational flexibility to accommodate urgent requests, amendments and cancellations.

5.3 Venue

Catering services may be required throughout the Gauteng Province across the five (5) corridors of Gauteng namely, Northern, Eastern, Western, Southern and Central.

The successful service provider shallfamiliarise itself with venue access requirements where applicable.

The OoP promotes Township, Informal Settlements and Hostels (TISH) business enterprises and this will be added to preferential procurement requirements.

5.4 General Service Requirements

The successful service providers shall provide professional catering services that comply with all applicable legislation, health regulations and food safety standards.

The service provider shall:

- Prepare fresh, high-quality meals on the day of the event.
- Deliver food within the agreed timeframes.
- Ensure all food is transported under appropriate temperature-controlled conditions.
- Supply all equipment necessary to provide the required catering services.
- Provide trained catering personnel.
- Set up catering stations prior to commencement of the event.
- Serve meals professionally and hygienically.
- Remove all equipment, waste and leftover food upon completion of the event.
- Comply with Occupational Health and Safety requirements.
- Comply with all applicable food safety legislation.
- Accommodate special dietary requirements where requested.
- Ensure that all personnel are appropriately dressed in clean protective clothing.
- Maintain appropriate insurance where applicable.
- Ensure sufficient operational capacity to meet departmental requirements.
- Accept amendments, urgent requests and cancellations where operationally feasible.

Special Dietary Requirements

- The successful service provider shall be capable of providing meals that accommodate approved special dietary requirements, including but not limited to Halaal, Kosher, Vegetarian, Vegan, Gluten-Free, Diabetic and other medically prescribed meals.
- Where specialised meals are not prepared in-house, the service provider may source such meals from reputable and compliant specialist suppliers. However, the successful service provider shall remain fully responsible for the quality, safety, timely delivery and presentation of all outsourced meals.
- Any outsourced meals shall be arranged sufficiently in advance to ensure that all dietary requirements are met at the scheduled event.

The Office of the Premier reserves the right to inspect food preparation facilities at any time during the contract period.

5.5 Category Specific Service Requirements

Table 3

Requirement	Category A: Executive Meetings	Category B: General Departmental Meetings	Category C: Mass Public Meetings & Community Outreach Programmes
Purpose	Premium catering services for Executive Management, VIP guests and protocol events	Reliable corporate catering services for routine departmental meetings and activities.	Large-scale catering services for mass public meetings and community outreach programmes.
Meal Standard	Executive menu variety	Standard corporate breakfasts, refreshments, lunches, light meals.	Bulk-prepared meals suitable for large gatherings.
Service Style	Professionally presented buffet	Buffet or self-service arrangements where appropriate.	Packed meals or bulk serving facilities, as specified.
Crockery & Equipment	Quality crockery, cutlery, glassware, table linen and buffet décor where required.	Serving equipment and disposable or reusable service ware, as specified.	Appropriate food packaging and bulk serving equipment suitable for transport and distribution.
Personnel Requirements	Experienced Chef, Catering Manager and waitrons / service team to provide discreet, professional service.	Personnel sufficient to deliver, set up and support catering requirements.	Sufficient serving personnel and the capacity to operate multiple serving stations where required.
Dietary Requirements	Cater for executive dietary requirements eg. Halaal / Kosher/ Vegetarian / Vegan options, and presentation standard	Cater for approved dietary requirements.	Cater for approved dietary requirements where applicable.
Presentation Standards	Exceptional presentation and professional service throughout the event.	Consistent food quality, presentation and portion sizes.	Efficient meal presentation and distribution while maintaining food quality.

Requirement	Category A: Executive Meetings	Category B: General Departmental Meetings	Category C: Mass Public Meetings & Community Outreach Programmes
Logistics & Setup	Arrive at least two (2) hours before the commencement of the meeting.	Ensure timely delivery and setup.	Ensure efficient logistics, meal distribution and appropriate transport arrangements.
Food Safety	Maintain high food quality and hygiene standards throughout service.	Maintain consistent food quality and food safety standards.	Maintain food temperatures, food safety standards and appropriate packaging throughout service.
Post-Event Requirements	Clear service areas and remove catering equipment where applicable.	Remove catering equipment and waste where applicable.	Provide adequate waste collection and post-event clean-up.
Vetting	Service providers will be subjected to vetting after the selection process has been completed (before appointment)	Service providers will be subjected to vetting after the selection process has been completed (before appointment)	Not applicable
Typical Attendance	15 – 100 delegates	10 – 300 delegates	Events of up to 500 attendees and events exceeding 500 attendees

5.6 Qualifications and Experience required per category

The bidder shall possess the necessary qualifications, experience and operational capability applicable to the category or categories for which they are applying.

Table 4

Requirement	Category A: Executive Meetings	Category B: General Departmental Meetings	Category C: Mass Public Meetings & Community Outreach Programmes
Minimum Experience	Minimum 3 years' experience in Executive/VIP catering services.	Minimum 1 year experience in corporate or institutional catering.	Minimum 1 year experience in large-scale catering services.
Reference Letters	At least 5 signed reference letters which must: • Be on the client’s official letterhead • Be signed by an authorised representative • Be dated within the past 3 years • Confirm satisfactory performance for Executive, VIP, protocol, ministerial, board or similar high-level catering events.	At least 3 signed reference letters which must: • full names, signature, contact numbers and address; • Be dated within the past 3 years; • Confirm satisfactory performance for similar catering events.	At least 3 signed reference letters which must: • names, signature, contact numbers and address; • Be dated within the past 3 years; • Confirm satisfactory performance for similar catering events.

Requirement	Category A: Executive Meetings	Category B: General Departmental Meetings	Category C: Mass Public Meetings & Community Outreach Programmes
Operational Capability	Evidence of availability of qualified catering personnel.	Demonstrated capability to provide corporate catering services.	Demonstrated logistical capability for large-scale food preparation, transportation and distribution.
Vetting	Service providers will be subjected to vetting after the selection process has been completed (before appointment)	Service providers will be subjected to vetting after the selection process has been completed (before appointment)	Not applicable

5.7 General Personnel Requirements (Applicable to All Categories)

All personnel deployed under this contract shall:

Table 5

General Personnel Requirement
Be suitably trained and competent to perform their assigned duties.
Wear clean protective clothing and maintain high standards of personal hygiene.
Comply with all Occupational Health and Safety (OHS) requirements.
Conduct themselves professionally while providing services at departmental venues.
Be available for vetting or security screening where required by the Office of the Premier. **Note:** Only shortlisted service providers in Category A and Category B catering services will be subjected to vetting or security screening prior to appointment on pre-qualified list.

5.8 Required Personnel Per Category

The bidder shall demonstrate that suitably qualified and experienced personnel are available to deliver the required services applicable to the category or categories for which they are applying.

Table 6

Position	Category A: Executive Meetings	Category B: General Departmental Meetings	Category C: Mass Public Meetings & Community Outreach Programmes
Catering Manager	Catering Manager with a minimum of 3 years' experience managing Executive catering events.	Catering Manager with a minimum of 3 years' experience.	Catering Manager with a minimum of 3 years' experience managing large-scale catering events.
Chef /Cook	Chef with an Occupational Certificate: Chef (NQF Level 5) and minimum 3 years' relevant experience.	Chef with Occupational Certificate: Chef (NQF Level 5) and minimum 3 years' relevant experience.	A Chef/Cook with demonstrable practical experience in bulk food preparation, together with

Position	Category A: Executive Meetings	Category B: General Departmental Meetings	Category C: Mass Public Meetings & Community Outreach Programmes
			experience in high-volume food production.
Catering Staff	Kitchen Assistants with appropriate catering experience.	Food Handlers with appropriate food preparation experience and handling	Food handlers experienced in high-volume food preparation and handling.
Service Personnel	Experienced Waitrons (minimum 2 years' Executive/formal catering experience).	Distribution staff experienced in coordinating food distribution.	As required for service delivery.

Replacement Personnel

The Department reserves the right to require replacement of personnel who fail to perform satisfactorily.

6. MENU REQUIREMENTS

The Service providers will be required to prepare, deliver and serve required meals as and when the Purchase Order has been issued.

General Requirements Applicable to All Categories

- All food must be freshly prepared on the day of the event.
- Meals must comply with applicable health and food safety legislation and premises will be inspected before appointment.
- Food must be transported in temperature-controlled containers.
- Special dietary requirements (Halaal, Kosher, Vegetarian, Vegan, Gluten-Free and medically prescribed meals) must be accommodated where requested.
- The Department reserves the right to approve menus before the event.
- Final menu selections will be specified in each Request for Quotation (RFQ).

Menu items may be substituted with equivalent items of equal or better quality subject to prior departmental approval.

6.1 Category A – Executive Meetings

Premium catering for Executive Council, Premier, MECs, HODs and senior executives.

Required menu options

Table 7

Meal Type	Minimum Requirement
Breakfast	Hot breakfast option, continental option, juice, tea and coffee
Tea Break	Pastries, muffins, fruit skewers, tea and coffee
Lunch	Two protein options, starch, vegetables, salad and dessert
Executive Snack	Canapés, sandwiches, wraps or gourmet platters

Presentation requirements

- Crockery and cutlery (no disposable items unless approved).
- Table linen and serving stations.
- Professional garnishing and plating.
- Dedicated waitron service where required.

Dietary requirements

- Halaal
- Kosher
- Vegetarian
- Vegan
- Low-carbohydrate / health-conscious meals

Bidders to note that further technical requirements will be required during the Request for Quotation (RFQ) process.

6.2 Category B – General Departmental Meetings

Standard corporate catering for workshops, training sessions, staff meetings and planning sessions.

Required menu options

Table 8

Meal Type	Minimum Requirement
Breakfast	Continental breakfast with one hot item
Tea Break	Muffins, scones, biscuits, tea and coffee
Lunch	One protein option, starch, vegetables and salad
Light Lunch	Sandwiches, wraps or finger lunch platters

Presentation requirements

- Neat buffet setup.
- Disposable or reusable service ware as specified in the RFQ.
- Appropriate serving utensils.

Dietary requirements

- Halaal
- Vegetarian
- Vegan (upon prior request)

Bidders to note that further technical requirements will be required during the Request for Quotation (RFQ) process.

6.3 Category C – Mass Public Meetings and Community Outreach Programmes

Bulk catering for large public gatherings and outreach events.

Required menu options

Table 9

Meal Type	Minimum Requirement
Packed Meal	Sandwich or roll, snack, fruit and beverage
Hot Meal	One protein option, starch and vegetables
Refreshment Pack	Beverage and snack item
Community Meal	Nutritious bulk meal suitable for large-scale distribution

Operational requirements

- Disposable packaging suitable for transport.
- Meals must be carefully packed to ensure food safety and hygiene requirements
- Clearly labelled meal packs.
- Multiple serving stations where required.
- Capacity to cater for events of up to 500 attendees and events exceeding 500 attendees, efficiently. Dietary requirements
- Halaal
- Vegetarian
- Special dietary meals upon prior request
- Bidders to note that further technical requirements will be required during the Request for Quotation (RFQ) process.

Pre-Order Requirements for Category A and Category B

- Certain specialised dietary meals may require advance ordering or sourcing from specialist suppliers. The Department will, where reasonably possible, communicate such requirements when issuing the Request for Quotation (RFQ) or confirming final attendee numbers.
- Service providers shall ensure that all pre-ordered meals are delivered together with the standard catering service and clearly identified for the intended recipients.

The successful service provider shall ensure that all specialised dietary meals are individually labelled and packaged to clearly identify the applicable dietary requirement and intended recipient. Under no circumstances shall specialised meals be substituted without the prior approval of the Department's authorised representative.

7. INVOICING

An executive decision has been taken to make registration on the Electronic Invoice Management System (IMS) compulsory for all Gauteng Provincial Government (GPG) suppliers awarded successful tenders.

Successful bidders are therefore required to register on the GPG Electronic (IMS) to facilitate the electronic submission of invoices and to avoid delays in the processing of future payments.

8. EVALUATION METHODOLOGY

The evaluation will be conducted in two main stages in accordance with the Preferential Procurement Regulations, 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act 5 of 2000.

Stage One shall be the evaluation of bids on compulsory Administrative Compliance. During the stage processes, the bidders that do not meet the compulsory Administrative Compliance and the minimum threshold for Technical/Functionality inspection, shall be disqualified and not considered for the panel.

9. EVALUATION STAGES

There are two stages of evaluation in this process and they entail the following:

- **Stage 1A: Mandatory Administrative Compliance Evaluation Criteria**
- **Stage 1B: Functionality Evaluation Criteria/Desktop Evaluation Criteria**
- **Stage 1C: Site Visits for Operational Verification**
- **Stage 2: Preference Point System Evaluation**

Bidders to note that in terms of 80/20 points system, points will be awarded to bidders based on Specific Goals. **Pricing will only be required at the Request for Quotation stage once the pre-qualified list of qualifying caterers has been established.**

9.1 Stage 1A: Mandatory Administrative Compliance Evaluation Criteria

Non-submission / non- compliance to the Mandatory Administrative Compliance Evaluation Criteria shall result in the disqualification of the submitted bid.

Table 10

No	Administrative Requirements	Check/Compliance	Yes /No
1	SBD 1 - Invitation to Bid	Fully completed signed and submitted	
2	SBD 4 – Bidder's Disclosure	Fully completed signed and submitted	
3	POPI Act Declaration Letter/Form	Fully completed signed and submitted	
4	Certificate of Acceptability (COA) in accordance with the Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters, R638 of June 2018 under the Foodstuffs, Cosmetics and Disinfectants Act, Act 54 of 1972.	Attached to the document	
5	Integrity Pact for Businesses	Fully completed signed and submitted	
6	JV or Consortium or Trust agreement (where applicable)	• Service provider who wishes to respond to this bid as a Joint Venture (JV), Trust or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. • Such service provider must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities / deliverables of each party	

Category Selection

Table 11

Category	Tick ✓
Category A: Executive Meetings	
Category B: General Departmental Meetings	
Category C: Mass Public Meetings and Community Outreach Programmes	

Important Note

- A proposal category must be clearly identifiable or labelled.
- Failure to indicate the category or categories being applied for may result in the bid not being evaluated for the unidentified category.

Office of the Premier reserves the right to negotiate the terms and conditions of the contract with the successful bidder/s.

Note:
Bidders that do not comply with the above requirements will be ELIMINATED / DISQUALIFIED and will not be shortlisted for further Evaluation.

Other Required Documents

Table 12:

No	Documents that must be submitted	
1	Valid SANAS-accredited certificate or a commissioned sworn affidavit	SANAS-accredited certificate or a commissioned sworn affidavit. Failure to submit will result in Preference Points being forfeited.
2	Company Registration Documents (CIPC certificate)	Certificates obtainable from the Companies and Intellectual Property Commission (CIPC)
3	JV/Consortium/Trust (where applicable)	• In the event of a JV/Consortium/Trust each party to the agreement must submit a valid consolidated B-BBEE status level verification certificate accredited by a SANAS-verification Agency or a commissioned sworn affidavit. Failure to submit will result in Preference Points being forfeited.
4	Valid Tax Compliance Status (TCS) PIN (Personal Identification Number) obtainable from SARS	• A valid Tax Compliance Status (TCS) pin issued by South African Revenue Service. • Must be printed from SARS Website. • Each party to a trust, consortium or joint venture must submit their separate valid Tax Compliance Status PIN
5	Registration on Central Supplier Database (CSD)	• The bidder must be registered as a service provider on the Central Supplier Database (CSD) and submit proof of registration. • If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. • Each party to a trust, consortium or joint venture must submit their separate CSD Registration Report.
6	Preference Point Claim Form SBD 6.1	• Non-submission will lead to a zero (0) score on Preference point.
7	Halaal Certificate	• Halaal Certificate issued by Muslim Council of South Africa • Bidders are encouraged to outsource if they do not provide Halaal food this must be clearly declared on SBD 6.1

Note:

- **Bidders that do not comply with the above requirements shall not be eliminated from the further evaluation process.**
- **Bidders are advised to ensure that their tax affairs are in order at the time when bidding for tender and that they maintain valid tax compliance status.**

9.2 Stage 1B: Functionality Evaluation Criteria / Desktop Evaluation Criteria

Functionality will be evaluated separately for each catering category.

Bidders will only be evaluated against the functionality criteria applicable to the category or categories selected in their bid submission.

Where a bidder applies for more than one category, the bidder shall satisfy the functionality requirements for each category independently.

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points as follows:

CATEGORY A: EXECUTIVE MEETINGS

Purpose: This category assesses the bidder's ability to provide premium catering services for Executive Management, VIP guests and protocol events.

Table 13

NO	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
1.	**Relevant Executive / VIP Catering Experience**	**Required Evidence:** At least 6 signed valid reference letters for similar catering events which must: • Be on the client's official letterhead • Be signed by an authorised representative; • Be dated within the past 3 years; • Confirm satisfactory catering service performance for Executive, VIP, protocol, ministerial, board, or similar high-level catering events		**30**
		Six (6) or more valid reference letters with similar catering services provided (30) points	30	
		Five (5) valid reference letters with similar catering services provided (20) points	20	
		Three (3) - Four (4) valid reference letters with similar catering services provided (15) points	15	
		Two (2) valid reference letters with similar catering services provided (10) points	10	
		Less than Two (2) valid reference letters submitted (0) points	0	

NO	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
2.	**Business Activity & Catering Industry Capability**	**Required Evidence Categories:** • Company profile indicating at least 3 years in operation and scope of catering services. • At least three (3) purchase orders OR signed contracts OR appointment letters for VIP catering or similar catering services completed within the past 3 years. • Portfolio of evidence including event photographs (where available), sample menus, and descriptions of events catered		**20**
		3 or more of the required evidence categories provided (20) points	20	
		Two (2) of the required evidence categories provided (10) points	10	
		Non-responsive Less than two (2) of the required evidence categories provided (0) points	0	
3.	**Qualified Catering Personnel**	**Required Evidence:** 1. CV and Qualification of Chef 2. CV of Catering Manager 3. CVs of Kitchen Assistants • Chef with an Occupational Certificate: Chef (NQF Level 5) and minimum 3 years' relevant experience • Catering Manager with a minimum of 3 years' experience managing executive catering events • Kitchen assistants with appropriate VIP / similar catering experience		**20**
		Catering Manager Experience: • 3 years' or more experience managing executive catering events (3) points	3	
		• Less than three (3) years' experience managing executive catering events (0) points	0	
		Chef CV: • CV submitted (2) points	2	
		• No CV submitted (0) points	0	
		Chef Qualification: • Occupational Certificate: (NQF Level 5) (5) points	5	
		• No Occupational Certificate: (NQF Level 5) (0) points	0	

NO	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		Chef Experience: • Three (3) years' or more catering experience (5) points	5	
		• Less than three (3) years' catering experience (0) points	0	
		Catering Staff/ Kitchen assistants: • Three (3) years' or more experience managing executive catering events (2) points	2	
		• Less than three (3) years' experience managing executive catering events (0) points	0	
		Service Personnel/ Executive/formal catering experience Waitrons: • Two (2) years' or more executive / formal catering experience (3) points	3	
		• Less than two (2) years' executive / formal catering experience (0) points	0	
4.	**Proposed menu and catering solution (as detailed in Section 6, of this TOR)**	**Required Submission:** The bidder must submit detailed proposed menus for the category. Menus must demonstrate the bidder's ability to provide meals that meet the Department's minimum specifications, nutritional requirements, dietary requirements, presentation standards and service expectations in terms of: • Variety and quality of breakfast, tea break, lunch and executive snack menus • Premium menu composition and balance • Accommodation of specialised dietary requirements • Menu innovation and presentation proposal • Nutritional value and appropriateness for executive functions.		**15**
		Met / Fully met The proposed menu fully complies with and exceeds the Department's requirements. It demonstrates a wide variety of premium breakfast, tea break, lunch and executive snack options; balanced and nutritious meals; comprehensive accommodation of all specified dietary requirements (including Halaal, Kosher, Vegetarian, Vegan and health-conscious options); innovative menu design using quality ingredients; and professional presentation suitable for executive-level functions (15 points).	15	
		Adequately met	10	

NO	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		The proposed menu meets the Department's requirements with adequate variety and quality. It provides balanced meal options and caters for most specified dietary requirements. Menu presentation and innovation are appropriate for executive meetings, although minor enhancements could improve the overall offering (10 points).		
		Partially met The proposed menu only partially meets the Department's requirements. Menu variety is limited, nutritional balance is inadequate, some required dietary options are omitted or insufficiently addressed, and the proposed presentation or menu design is not fully appropriate for executive functions. Significant shortcomings are evident (5 points).	5	
		Non-responsive No menu submitted, or the submitted menu fails to meet the minimum requirements of the Terms of Reference. The proposal does not demonstrate the bidder's ability to provide the required executive catering services (0) points	0	
5.	**Operational Capacity**	**Required Evidence:** • Proof of business premises from which the catering services will be prepared and managed (e.g. title deed, lease agreement, municipal account or other proof of lawful occupation); and • Evidence demonstrating access to suitable food transportation arrangements, which may include owned vehicles, leased vehicles, hired vehicles, transport service agreements, subcontracting arrangements, or letters of intent from transport providers.		**15**
		Proof of business premises from which the catering services will be prepared and managed any of the following: (10) points • Title Deed • Signed Lease Agreement • Municipal account • Other proof of lawful occupation.	10	
		Sumit evidence demonstrating access to suitable food transportation arrangements which may include any of the following: (5) points • Owned vehicles • Leased vehicles • Hired vehicles	5	

NO	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		• Subcontracting arrangements • Letters of intent from transport providers		
		No proof submitted of business premises from which the catering services will be prepared and managed (0) points	0	
		No submitted evidence demonstrating access to suitable food transportation arrangements as per above statement (0) points.	0	
Total Points: Functionality Evaluation Criteria				**100**
Minimum Threshold: Functionality Evaluation Criteria				**70**

A Bidder who fails to meet the minimum threshold of 70 points out of 100, as outlined in the table above, will not be considered for further evaluation.

CATEGORY B: GENERAL DEPARTMENTAL MEETINGS

Purpose: This category emphasises reliability, consistency and corporate / institutional catering for routine departmental meetings and activities.

Table 14

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
1.	**Relevant Corporate / Institutional Catering Experience**	**Required Evidence:** At least 3 signed valid reference letters for similar catering events which must: • Contain the client's signature, contact numbers and address • Be dated within the past 12 months • Confirm satisfactory catering service performance for similar catering events.		**30**
		Three (3) signed valid reference letters on a client's letterhead and contactable details for similar catering events provided which must: (30) points • Contain the full names, signature, contact numbers and address • Be dated within the past 12 months • Confirm satisfactory catering service performance for similar catering events.	30	
		Two (2) signed valid reference letters on a client's letterhead and contactable details for similar catering events which must: (20) points • Contain the full names, signature, contact numbers and address • Be dated within the past 12 months • Confirm satisfactory catering service performance for similar catering events.	20	
		One (1) signed valid reference letter on a client's letterhead and contactable details for similar catering events which must: (15) points • Contain the full names, signature, contact numbers and address • Be dated within the past 12 months • Confirm satisfactory catering service performance for similar catering events.	15	
		No signed valid reference letters on a client's letterhead and contactable details for similar catering events: (0) points	0	

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
2.	**Business Activity & Corporate / Institutional Catering Capability**	**Required Evidence:** • Company profile indicating a minimum of one year in operation and scope of catering services • At least three (3) purchase orders OR signed contracts OR appointment letters for catering services completed within the past 12 months • Portfolio of evidence including event photographs (where available), sample menus, and descriptions of events catered		**20**
		Excellent Three (3) or more required evidence categories submitted demonstrating established catering capability and consistent service delivery (20) points	20	
		Good Two (2) required evidence categories submitted demonstrating adequate business capability (10) points	10	
		Non-responsive Less than two (2) required evidence categories submitted (0) points	0	
3.	**Qualified Catering Personnel**	**Required Evidence:** CV and relevant qualification for Chef CV for Catering Manager CV for Food Handlers • Chef with an Occupational Certificate: Chef (NQF Level 5) and minimum 3 years' relevant experience • Catering Manager with a minimum of 3 years' experience managing similar catering events • Food handlers with similar catering experience		**15**
		Chef Qualification: • Occupational Certificate: (NQF Level 5) (5) points	5	
		• No Occupational Certificate: (NQF Level 5) (0) points	0	
		Chef Experience: • Three (3) years' or more catering experience (5) points	5	
		• Less than three (3) years' catering experience (0) points	0	

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		Chef CV: • CV submitted (2) points	2	
		• No CV submitted (0) points	0	
		Catering Manager Experience: • Three (3) years' or more experience managing corporate / institutional catering events (3) points	3	
		• Less than three (3) years' experience managing corporate / institutional catering events (0) points	0	
4.	**Proposed menu and catering solution (as detailed in Section 6, of this TOR)**	**Required Submission:** The bidder must submit detailed proposed menus demonstrating their ability to provide the following catering solutions: • Breakfast • Tea breaks • Lunches • Refreshments The proposal should demonstrate: • Menu variety • Nutritional balance • Accommodation of dietary requirements • Quality of ingredients • Presentation • Practical execution for departmental meetings.		**20**
		Fully met Menu fully complies with and exceeds departmental requirements, demonstrating excellent variety, balanced nutrition, comprehensive dietary accommodation, quality presentation and practicality for corporate meetings (20) points.	20	
		Adequately met Menu adequately meets departmental requirements with suitable variety and acceptable presentation (15) points.	15	
		Partially met Menu partially meets requirements. Variety, presentation or dietary options are inadequate (5) points.	5	
		Non-responsive No menu submitted or menu fails to meet minimum TOR requirements (0) points	0	

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
5.	**Operational Capacity**	**Required Evidence:** • Proof of business premises from which the catering services will be prepared and managed (e.g. title deed, lease agreement, municipal account or other proof of lawful occupation); and • Evidence demonstrating access to suitable food transportation arrangements, which may include owned vehicles, leased vehicles, hired vehicles, transport service agreements, subcontracting arrangements, or letters of intent from transport providers.		**15**
		Proof of business premises from which the catering services will be prepared and managed any of the following: (10) points • Title Deed • Signed Lease Agreement • Municipal account • Other proof of lawful occupation.	10	
		Sumit evidence demonstrating access to suitable food transportation arrangements which may include any of the following: (5) points • Owned vehicles • Leased vehicles • Hired vehicles • Subcontracting arrangements • Letters of intent from transport providers	5	
		No proof submitted of business premises from which the catering services will be prepared and managed (0) points	0	
		No submitted evidence demonstrating access to suitable food transportation arrangements as stated above (0) points.	0	
Total Points: Functionality Evaluation Criteria				**100**
Minimum Threshold: Functionality Evaluation Criteria				**70**

A Bidder who fails to meet the minimum threshold of 70 points out of 100, as outlined in the table above, will not be considered for further evaluation.

CATEGORY C: MASS PUBLIC MEETINGS AND COMMUNITY OUTREACH PROGRAMMES

Bidders must indicate the Gauteng corridor/region in which their business is based by ticking the applicable corridor in Table 15 below. Bidders must also provide their full physical business address. Where a bidder operates from more than one location, all applicable corridors may be indicated, and the relevant physical address(es) must be provided.

Table 15

Gauteng Province Localization					
Area covered	**5 Corridors / Regions of Gauteng Province**				
	Central Corridor	**Eastern Corridor**	**Northern Corridor**	**Southern Corridor**	**Western Corridor**
	City of Johannesburg and Soweto	**City of Ekurhuleni**	**City of Tshwane**	**Sedibeng District Municipality**	**West Rand District Municipality**
Tick applicable corridor(s)	☐	☐	☐	☐	☐
Address of catering premises					
Additional comments, if ant					

Purpose: To assess the bidder's ability to produce transport and distribute large-scale catering services for mass public meetings and community outreach programmes.

Table 16

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
1.	**Large-Scale Catering Experience**	Required Evidence: At least three (3) signed valid reference letters for similar mass public meetings and community outreach programme catering events, demonstrating experience with events of up to 500 attendees and events exceeding 500 attendees. The letters must: • Contain the client's full names, signature, contact numbers and address; • Be dated within the past 12 months; and • Confirm satisfactory delivery of large-scale catering events.		**30**
		Non-responsive No valid reference letters submitted or submitted reference letters do not demonstrate relevant large-scale catering experience (0) points.	0	
		One (1) reference letter with similar large-scale catering services. (10) points.	10	
		Two (2) reference letter with similar large-scale catering services. (20) points.	20	
		Three (3) or more reference letters for similar large-scale catering services (30 points), demonstrating experience with events of up to 500 attendees and events exceeding 500 attendees. The letters must contain the client's full names, signature, contact numbers and address, be dated within the past 12 months, and confirm satisfactory delivery of large-scale catering events.	30	
2.	**Business Activity & Large-Scale Catering Capability**	**Required Evidence Categories:** • Company profile indicating a minimum of one years of experience demonstrating bulk production capability • Three contracts, purchase orders or appointment letters • Portfolio showing bulk catering events and logistics capability.		**30**
		Non-responsive. None of the required evidence categories submitted (0) points	0	
		One of the required evidence demonstrating bulk catering capability (10) points	10	
		Two of the required evidence categories demonstrating satisfactory capability (20) points	20	

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		All the required evidence demonstrating established capability for bulk production, logistics and distribution of large-scale catering services (30) points.	30	
3.	**Bulk Catering Menu Planning (as detailed in Section 6, of this TOR)**	**Required Submission:** Menus should demonstrate: • Portion planning • Packaging • Transport suitability • Food quality • Practical execution for mass distribution.		**10**
		Non-responsive No menu submitted or menu fails to meet minimum TOR requirements (0) points	0	
		Good Menu is practical, adequately packaged and suitable for mass catering (5) points.	5	
		Excellent Menu demonstrates excellent planning, appropriate portion control, suitable packaging, nutritional balance and practicality for large-scale distribution (10) points.	10	
4.	**Operational Capacity**	**Required Evidence:** • Proof of business premises from which the catering services will be prepared and managed (e.g. title deed, lease agreement, municipal account or other proof of lawful occupation); and • Evidence demonstrating access to suitable food transportation arrangements, which may include owned vehicles, leased vehicles, hired vehicles, transport service agreements, subcontracting arrangements, or letters of intent from transport providers.		**15**
		Proof of business premises from which the catering services will be prepared and managed any of the following: (10) points • Title Deed • Signed Lease Agreement • Municipal account • Other proof of lawful occupation.	10	
		Sumit evidence demonstrating access to suitable food transportation arrangements which may include any of the following: (5) points • Owned vehicles	5	

#	CRITERION	COMMENT	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		• Leased vehicles • Hired vehicles • Subcontracting arrangements • Letters of intent from transport providers		
		No proof submitted of business premises from which the catering services will be prepared and managed (0) points	0	
		No submitted evidence demonstrating access to suitable food transportation arrangements as stated above (0) points.	0	
5.	**Health Compliance and Food safety system**	**Required Evidence:** Submit documented: • Food Safety Management Procedures • Hygiene protocols • Cleaning and sanitation procedures • Staff hygiene controls • Relevant food safety compliance certificates, where applicable in accordance with the Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters, R638 of June 2018 under the Foodstuffs, Cosmetics and Disinfectants Act, Act 54 of 1972		**15**
		Comprehensive food safety management system submitted, including documented procedures, hygiene controls, cleaning protocols, staff practices and supporting compliance evidence demonstrating a robust food safety system (15) points.	15	
		Documented food safety procedures adequately demonstrate compliance with hygiene and food handling requirements (10) points.	10	
		Limited food safety procedures submitted with significant gaps (5) points.	5	
		Non-responsive No documented food safety procedures or compliance evidence submitted. (0) points	0	
Total Points: Functionality Evaluation Criteria				**100**
Minimum Threshold: Functionality Evaluation Criteria				**70**

A Bidder who fails to meet the minimum threshold of 70 points out of 100, as outlined in the table above, will not be considered for further evaluation.

9.3 Stage 1C: Site Visits for Operational Verification

(Applicable to Category A & Category B ONLY)

CATEGORY A _ STAGE 1(C): OPERATIONAL VERIFICATION, SITE VISIT AND FOOD DEMONSTRATION

Applicable to Category A Only

Only bidders who achieve the minimum qualifying score during the Functionality Evaluation (Stage 1(B)) shall be invited to participate in the Operational Verification, Site Visit and Food

Demonstration Assessment

The purpose of this assessment is to verify the bidder's operational capability, statutory compliance, food safety standards, facilities, personnel, equipment and ability to deliver executive catering services.

The minimum qualifying score shall be 50 points out of 100.

Table 17

ITEM NO.	CRITERION	COMMENTS	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
1.	**Statutory Compliance and Business Certification**	**Required Evidence:** • Certificate of Acceptability (COA) displayed at premises • Original valid COA available for verification • Valid Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing • Valid Halaal Certificate displayed where bidder indicated Halaal certification • Any other statutory licences applicable to the operation.		**20**
		All required evidence available, valid and displayed where applicable (20) points.	20	
		One document missing, expired or not displayed (15) points.	15	
		Two documents missing or expired (10) points.	10	
		Three or more documents missing or invalid (5) points.	5	
		Four or more documents missing or invalid (0) points.	0	
2.	**Food Safety, Hygiene and Occupational Health Compliance**	**Required Evidence:** 1. Clean food preparation areas. 2. OHS measures implemented. 3. Staff wearing protective clothing. 4. Food-grade cleaning materials. 5. Waste management system. 6. Hand washing facilities.		**25**

ITEM NO.	CRITERION	COMMENTS	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
		7. Fire safety equipment.		
		Excellent compliance with all 7 hygiene and OHS requirements (25) points.	25	
		Five (5) to six (6) of the seven (7) required hygiene and Occupational Health and Safety (OHS) requirements are in place (20) points.	20	
		Three (3) to four (4) of the seven (7) required hygiene and Occupational Health and (15) points.	15	
		One (1) to two (2) of the seven (7) required hygiene and Occupational Health and Safety (OHS) requirements are/is in place (10) points.	10	
		Serious non-compliance presenting food safety risk (0) points	0	
3.	**Operational Capacity and Infrastructure**	**Required Evidence:** 1. Catering facility. 2. Kitchen equipment. 3. Refrigeration facilities. 4. Storage for perishable foods. 5. Storage for non-perishable foods. 6. Pest control programme. 7. Water supply. 8. Electricity supply. 9. Delivery vehicles suitable for food transportation.		**25**
		Facility fully operational and capable of servicing executive catering meeting all 9 requirements (25) points.	25	
		Seven (7) to eight (8) of the nine (9) required Operational Capacity and Infrastructure requirements are in place (20) points.	20	
		Four (4) to six (6) of the nine (9) required Operational Capacity and Infrastructure requirements are in place (15) points.	15	
		Two (2) to three (3) of the nine (9) required Operational Capacity and Infrastructure requirements are in place (10) points.	10	
		Less than two (2) of the nine (9) required Operational Capacity and Infrastructure requirements. Facility incapable of meeting requirements (0) points	0	

ITEM NO.	CRITERION	COMMENTS	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
4.	**Executive Food Demonstration and Service Delivery**	**Required evidence:** • Prepared menu as prescribed by the Department • Table setting • Executive food presentation • Appropriate serving equipment • Professional serving staff • Food tasting by Evaluation Committee.		**30**
		Excellent quality, presentation, taste and service (30) points.	30	
		Good quality with minor shortcomings (25) points.	25	
		Acceptable quality requiring improvement (15) points.	15	
		Poor quality and presentation (5) points.	5	
		Unacceptable demonstration (0) points.	0	
Total Points: Site Visit Evaluation Criteria				**100**
Minimum Threshold: Site Visit Evaluation Criteria				**50**

A Bidder who fails to meet the minimum threshold of 70 points out of 100, as outlined in the table above, will not be considered for further evaluation.

CATEGORY B _ STAGE 1(C): OPERATIONAL VERIFICATION, SITE VISIT AND FOOD DEMONSTRATION

Applicable to Category B Only

Only bidders who achieve the minimum qualifying score during the Functionality Evaluation (Stage 1(B) shall be invited to participate in the Operational Verification, Site Visit and Food

Demonstration Assessment

The purpose of this assessment is to verify the bidder's operational capability, statutory compliance, food safety standards, facilities, personnel, equipment and ability to deliver executive catering services.

The minimum qualifying score shall be 50 points out of 100.

Table 18

ITEM NO.	CRITERION	COMMENTS	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
1.	**Statutory Compliance and Business Certification**	**Required Evidence:** 1. Valid Certificate of Acceptability (COA) 2. COA prominently displayed at the catering premises 3. Valid Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing 4. Valid Halaal Certificate displayed (where the bidder indicated that it is Halaal certified) 5. Any other statutory licenses applicable to the operation..		**20**
		All required evidence available, valid and displayed where applicable (20) points.	20	
		One document missing, expired or not displayed (15) points.	15	
		Two documents missing or expired (10) points.	10	
		Three documents missing or invalid (5) points.	5	
		Four or more documents missing or invalid (0) points.	0	
2.	**Food Safety, Hygiene and Occupational Health Compliance**	**Required Evidence:** 1. Clean and hygienic food preparation areas. 2. Occupational Health and Safety measures implemented. 3. Fire extinguishers and First Aid Kit available. 4. Staff wearing appropriate protective clothing (hairnets, gloves, aprons, closed shoes and clean uniforms). 5. Handwashing facilities. 6. Cleaning chemicals suitable for food preparation areas. 7. Cleaning schedule. 8. Waste management procedures.		**30**
		Excellent compliance with all eight (8) hygiene and Occupational Health and Safety (OHS) requirements (30) points.	30	
		Five (5) to seven (7) of the eight (8) required hygiene and Occupational Health and Safety (OHS) requirements are in place (20) points.	20	
		Three (3) to four (4) of the eight (8) required hygiene and Occupational Health and Safety (OHS) requirements are in place (10) points.	10	
		Less than three (3) of the eight (8) required hygiene and Occupational Health and Safety (OHS) requirements iare in place (0) points	0	

ITEM NO.	CRITERION	COMMENTS	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
3.	**Storage Facilities and Food Safety Controls**	**Required Evidence:** 1. Refrigeration facilities for perishable food. 2. Temperature-controlled storage. 3. Clean dry storage for non-perishable food. 4. Food correctly labelled and stored. 5. Pest control programme. 6. Evidence of pest control service records. 7. No signs of infestation or contamination.		**25**
		Excellent compliance with all 7 storage facilities and Food Safety Controls requirements (25) points.	25	
		Five (5) to six (6) of the seven (7) required storage facilities and Food Safety Controls requirements are in place. (20) points.	20	
		Three (3) to four (4) of the seven (7) required storage facilities and Food Safety Controls requirements are in place (15) points.	15	
		One (1) to two (2) of the seven (7) required Storage Facilities and Food Safety Controls requirements is in place (5) points.	5	
		Non-compliance with all seven (7) storage Facilities and Food Safety Controls requirements (0) points	0	
4.	**Operational Capacity and Infrastructure**	**Required evidence:** 1. Catering kitchen of adequate size. 2. Suitable catering equipment. 3. Water supply. 4. Electricity supply. 5. Suitable food transportation arrangements. 6. Operational layout supports safe food preparation. 7. Overall capacity to cater for Category B events.		**25**
		Facility fully operational and capable of servicing executive catering meeting all seven (7) requirements (25) points.	25	
		Five (5) to six (6) of the seven (7) required Operational Capacity and Infrastructure requirements are in place (20) points.	20	
		Three (3) to four (4) of the seven (7) required Operational Capacity and Infrastructure requirements are in place (15) points.	15	
		One (1) to two (2) of the seven (7) required Operational Capacity and Infrastructure requirements is in place (0) points	0	

ITEM NO.	CRITERION	COMMENTS	POINTS ALLOCATED PER SUB-CRITERIA	TOTAL POINTS PER CRITERIA
Total Points: Site Visit Evaluation Criteria				**100**
Minimum Threshold: Site Visit Evaluation Criteria				**50**

A Bidder who fails to meet the minimum threshold of 70 points out of 100, as outlined in the table above, will not be considered for further evaluation.

10. STAGE 2: PREFERENCE POINT SYSTEM EVALUATION

In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Preferential Procurement guide of 2022, responsive bids will be adjudicated on the applicable point system. The applicable preference point system for this tender is the 80/20 preference point system.

In terms of 80/20 points system, points will be awarded to bidders based on Specific Goals. Pricing will only be required at the Request for Quotation stage once the pre-qualified list of qualifying caterers has been established.

Table 19

AREA	POINTS
Price	**0.00**
Specific Goals	**20**

Specific Goals for this tender and points that may be claimed are indicated per table below.

Table 20

SPECIFIC GOALS	POINTS
Township Ownership	**4**
Youth Ownership	**4**
PWD'S Ownership	**8**
Women Ownership	**4**
TOTAL	**20**

Table 19

SPECIFIC GOALS	POINTS
Township Ownership	Municipality rates and taxes statement, or Telephone bill or lease agreement or Letter from ward councillor confirming business address.
Youth Ownership	The following documentation is required: 1. Certified copy of the youth shareholders' Identity Documents 2. Copy of a valid SANAS accredited B-BBEE certificate or a valid copy of a CIPC B-BBEE certificate, or a valid original Sworn Affidavit. 3. Copy of the business registration i.e. CIPC registration documents (not applicable to Sole Proprietors).
PWD'S Ownership	Copy of a Medical Certificate for each shareholder with disabilities that is stamped and signed by a medical practitioner.
Women Ownership	The following documentation is required: 1. Certified copy of the woman shareholders' Identity Documents 2. Copy of a valid Sanas accredited B-BBEE certificate or a valid copy of a CIPC B-BBEE certificate, or a valid original Sworn Affidavit 3. Certified copy of the business registration i.e. CIPC registration documents (not applicable to Sole Proprietors)

- Failure to submit the required documents will result in the bidder scoring zero points for the specific goal.
- Bidders must complete and sign SBD 6.1 to claim points, failure to submit completed and signed SBD 6.1 will lead to non-award of points.

Price will be evaluated during the RFQ stage in accordance with the applicable preference point system prescribed at the time of issuing the RFQ.

11. UTILISATION, RFQ PROCESS AND ROTATION

11.1 Establishment and utilisation of the pre-qualified list

The successful bidders appointed in terms of this procurement process will constitute a pre-qualified list of catering service providers from which the Department may source catering services for its official events, meetings, workshops, conferences and other authorised activities for the duration of the pre-qualified list arrangement.
Appointment to the pre-qualified list does not constitute a guarantee of work, a minimum volume or value of business, or an entitlement to receive a specific number of RFQs or awards.

11.2 Request for Quotations

Individual catering requirements will be sourced from the appointed pre-qualified list through a Request for Quotation (RFQ) process, in accordance with the Department's applicable procurement policies, delegations, financial instructions and relevant National Treasury and provincial government prescripts.

The Department will determine the number of pre-qualified list members to be invited to quote for each requirement, having regard to the applicable procurement requirements, the nature and value of the requirement, the required capacity and any specific service requirements.

11.2.1 RFQ Process

Aspect	Requirement
Procurement Method	Following the establishment of the pre-qualified list of Pre-qualified Catering Service Providers, catering services will be procured through a Request for Quotation (RFQ) process in accordance with applicable procurement legislation, National Treasury Instructions, and departmental procurement policies.
Eligible Bidders	RFQs will only be issued to service providers appointed to the relevant catering category applicable to the required services.
RFQ Administration	The Department reserves the right to amend, cancel or re-issue an RFQ should operational requirements change

11.2.2 Information to be Included in an RFQ

RFQ Information	Description
Catering Category	Applicable catering category required.
Event Description	Nature and purpose of the event.
Venue	Venue where services are to be rendered.
Event Date and Time	Date and commencement time.
Number of Attendees	Estimated number of delegates.
Menu Requirements	Required meals, refreshments and beverages.
Special Dietary Requirements	Vegetarian, vegan, halal, kosher, allergies, etc.
Equipment Requirements	Crockery, cutlery, tables, chairs, urns, serving equipment, etc.
Waitron Requirements	Number of waitrons or serving staff required.
Setup and Breakdown	Venue preparation, serving arrangements and post-event clearing.
RFQ Closing Date and Time	Deadline for submission of quotations.
Additional Requirements	Any event-specific requirements.

11.2.3 RFQ Evaluation

Evaluation Area	Purpose
Capacity to Deliver	Availability of resources and operational capability to execute the assignment.
Price and Preference	Evaluation in accordance with applicable preferential procurement legislation and the Preferential Procurement Regulations.
Administrative Compliance	Verification of all mandatory documentation and compliance requirements.

11.3 Rotation of Pre-qualified list Members

To promote fairness, transparency and equitable access to procurement opportunities, the Department will, where practicable, utilise a rotational approach when inviting appointed pre-qualified list members to participate in RFQs.

A predetermined rotation sequence will be maintained for eligible pre-qualified list members. The rotation will determine the sequence in which pre-qualified list members are considered for participation in RFQs and will not constitute an allocation or guarantee of work.

Pre-qualified list members invited to participate in an RFQ will be evaluated against the criteria specified in the relevant RFQ. The award will be made to the responsive service provider that achieves the highest overall evaluation outcome and provides the best value for the Department, in accordance with the applicable procurement prescripts.

The rotation will continue irrespective of which pre-qualified list member is ultimately awarded the preceding RFQ, subject to the provisions relating to eligibility and exceptions set out below.

11.4 Exceptions to the Rotation

The Department may depart from the normal rotation sequence where this is justified by the specific requirements of the catering assignment, including but not limited to:

- Specialised dietary, cultural or religious catering requirements;
- The required capacity, equipment or facilities;
- Geographic or venue-related requirements;
- The inability or unwillingness of a pre-qualified list member to provide the required service;
- A pre-qualified list member's failure to respond within the prescribed rfq period;
- Documented performance or contractual compliance concerns; or
- Urgent or emergency requirements, where permitted in terms of the applicable procurement prescripts.

Any departure from the established rotation process must be appropriately motivated, authorised in accordance with the Department's applicable delegations and procurement procedures, and recorded to maintain an adequate audit trail.

11.5 Monitoring and Record-Keeping

The Department will maintain records of RFQs issued to pre-qualified list members, responses received, awards made, instances where pre-qualified list members decline or fail to respond, and any approved deviations from the rotation process.

The rotation mechanism may be reviewed periodically by the Department to ensure that it remains fair, transparent, operationally practical and aligned with applicable procurement requirements.

12. SERVICE PROVIDERS REQUIREMENTS

12.1 Allocation of RFQs

Consideration	Description
Availability	Ability to provide services on the required dates.
Operational Capacity	Demonstrated ability to successfully deliver the required services.
Geographic Location	Proximity to the venue where applicable.
Previous Performance	Supplier performance ratings from previous assignments.
Responsiveness	Timely response to RFQs and communication.
Contract Compliance	Compliance with contractual obligations and service standards.
Operational Requirements	Any other departmental operational considerations.

12.2 Important Conditions

Condition	Requirement
Equal Allocation	The Department does not guarantee equal numbers of RFQs or equal contract values.
Guarantee of Work	Appointment to the pre-qualified list does not constitute a guarantee of work.
Declined RFQs	Where a service provider declines, fails to respond, lacks capacity, or is unsuccessful after price and preference evaluation, the Department may approach another appointed service provider within the relevant category.

13. PERFORMANCE MANAGEMENT

13.1 Performance Monitoring

Aspect	Requirement
Responsible Official	Project Manager
Monitoring Period	Throughout the duration of the contract.
Performance Assessment	A completed Supplier Performance Evaluation Form (Annexure A) shall accompany each Goods Receipt and Supplier Invoice submitted for payment.

13.2 Performance Assessment Criteria

Performance Standard	Assessment Area
Punctuality	Timely delivery and setup.
Quality of Food	Taste, freshness, consistency and overall quality.
Food Safety	Compliance with food safety standards and hygiene requirements.

Presentation	Professional presentation of meals and serving areas.
Professionalism	Conduct and appearance of personnel.
Menu Compliance	Delivery in accordance with the approved menu.
Responsiveness	Ability to respond to requests and resolve issues promptly.
Customer Satisfaction	Overall satisfaction of the Department and event attendees.
Contract Compliance	Compliance with all contractual obligations.

13.3 Performance Improvement Measures

Action	Description
Written Warning	Formal notification of poor performance.
Performance Improvement Plan	Corrective action plan with agreed timelines.
Suspension	Temporary suspension from receiving RFQs until deficiencies are addressed.
Removal from pre-qualified list	Termination of appointment in accordance with the contract conditions.
National Treasury Action	Listing on the National Treasury Restricted Suppliers Database where applicable legislation permits.

14. GENERAL CONDITIONS

14.1 General Obligations of Appointed Service Providers

Requirement	Description
Legislative Compliance	Comply with all applicable legislation.
Certificate of Acceptability	Maintain a valid Certificate of Acceptability throughout the contract period.
Operational Capacity	Maintain sufficient personnel, equipment and resources.
Insurance	Maintain appropriate insurance where applicable.
Notification of Changes	Notify the Department immediately of any material business changes.
Subcontracting	No subcontracting without prior written approval.
Confidentiality	Maintain confidentiality of departmental information.
Occupational Health and Safety	Comply with all applicable OHS legislation.
POPIA Compliance	Comply with POPIA where personal information is processed.
Security Requirements	Comply with all Departmental security requirements when accessing government premises.

14.2 Certificate of Acceptability Requirements

Requirement	Departmental Requirement
RFQ Stage Verification	A valid Certificate of Acceptability (CoA) may be requested during each RFQ process.
Failure to Submit	Quotations may not be considered where a valid CoA is not submitted when requested.
Expired Certificate	Quotations submitted with an expired CoA will not be considered until a valid certificate has been provided.
Departmental Inspections	The Department reserves the right to inspect catering facilities at any time during the contract period to verify continued compliance with this Terms of Reference.

15. PROPOSAL SUBMISSION

15.1 Proposal Submission Requirements

Requirement	Description
Proposal Submission	One complete proposal must be submitted for each category applied for.
Multiple Categories	Bidders applying for more than one category shall submit separate proposals clearly labelled for each category.
Supporting Documents	All supporting documents required for each category must be included.

15.2 Mandatory Proposal Documents

Document	Requirement
Completed Bid Forms	Mandatory
Category Selection	Proof of category applied for
Reference Letters	As specified in the applicable category evaluation criteria
Purchase Orders / Contracts	Required as evidence of previous experience
Personnel CVs	Where applicable
Certified Qualifications	Where applicable
Catering Facilities	Proof of facilities where applicable
Certificate of Acceptability	Valid CoA
Operational Capability Information	As specified in the applicable category requirements
Additional Supporting Documents	Any additional documents required by this Terms of Reference

15.3 Non-Responsiveness

Requirement	Outcome
Failure to submit mandatory documentation	The proposal may be regarded as non-responsive and may be disqualified from further evaluation.
The service provider is advised to submit one original proposal, one copy, one softcopy in a USB and must be in a sealed envelope marked "a pre-qualified list of service providers to provide catering management services for a fixed a period of three (3) Years"	

NO BRIEFING SESSION
There is no briefing session.

All bids/tenders must be deposited in the Tender Box at the following address: Gauteng Department of Infrastructure Development, Corner House Building, 64 Commissioner Street, Marshalltown, Johannesburg.

Bids/tenders must be deposited in the Tender Box on or before the closing date and time. Bid submitted after the closing date and time will not be accepted.

Bids/tenders submitted by email and/or facsimile will not be accepted.

16. CONTACT DETAILS

All enquiries relating to this bid shall be directed in writing to:

Supply Chain Management Enquiries Tender enquiries related to the tender / bidding process and technical requirements should be directed to:	**Mr Lwandile Tshawe:** lwandile.tshawe@gauteng.gov.za **Ms Roshini Amrani:** roshini.amrani@gauteng.gov.za
Technical / Content enquiries Technical content related enquiries should be directed to:	**Ms Twiggy Mabuza:** twiggy.mabuza@gauteng.gov.za **Ms Anthea Scott:** Anthea.scott@gauteng.gov.za

Important Note: No communication with any official other than the designated contact persons shall be permitted during the bidding process.

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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