



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA

## BID DOCUMENT

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR CATERING SERVICES IN THE PRESIDENCY (CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS.

**BID NUMBER:** PO 2026/27:012

**TIME:** 11:00AM

**VALIDITY PERIOD:** 120 days

#### NON- COMPULSORY BRIEFING SESSION:

**DATE:** 03 JULY 2026

**TIME:** 10:00

**VENUE:** Microsoft Teams meeting

**Join:**

<https://teams.microsoft.com/meet/372555048074815?p=Ia5tNursWSmEx5S9Mj>

**Meeting ID:** 372 555 048 074 815

**Passcode:** nT66F4DN

Kindly take note of the following attached documentations:

**Section 1: Standard Bidding Documents**

**Section 2: Special Conditions (Specification )**

**Section 3: General Conditions**

Standard Bidding Documents (SBD) forms MUST be completed in full, in black ink (whether handwritten or typed). Any changes on the SBD form must be countersigned by the bidder. The use of Tippex or any similar material is not permitted.

Bidders must submit the original completed SBD form. In addition, bidders must submit two additional copies of the bid document, (that is, one hard copy (photocopy) and one soft copy in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. All three bid documents must be submitted in a sealed envelope.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	PO 2026/27:012	<b>CLOSING DATE:</b>	15 JULY 2026	<b>CLOSING TIME:</b>	11:00AM
<b>DESCRIPTION</b>	<b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR CATERING SERVICES IN THE PRESIDENCY (CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Tuynhuys					
Parliament Complex					
Cape Town					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM: Acquisition Office		CONTACT PERSON	Ms. Babalwa Ngamlana	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:tenders@presidency.gov.za">tenders@presidency.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:babalwa@presidency.gov.za">babalwa@presidency.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**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<sup>1</sup> in the enterprise, employed by the state?

**YES /NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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:

.....  
 .....

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<sup>1</sup> 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.

**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 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

# SPECIFICATION



## THE PRESIDENCY REPUBLIC OF SOUTH AFRICA SUPPLY CHAIN MANAGEMENT

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### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR CATERING SERVICES IN THE PRESIDENCY (CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS

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#### 1. THE PURPOSE OF SPECIFICATION

The purpose of this specification is to appoint a panel of service providers for catering services in The Presidency (Cape Town) for a period of three (3) years.

#### 2. BACKGROUND

The Presidency is looking for a panel of service providers to provide catering services at Tuynhuys or in any other outside identified locations or areas in Cape Town.

The staff numbers vary between 200 and 250, depending mainly on Parliamentary sessions. It also caters, to a limited extent, for functions at Tuynhuys and outside Tuynhuys.

#### 3. SCOPE OF WORK

The scope of work entails the following:

The preferred service providers must be able to cater for all dietary preferences, including but not limited to religions, cultures, vegetarian, kosher, halaal or other requirements, which shall be clearly marked.

The primary responsibility of the service provider is to:

3.1 Supply a quotation as and when requested by The Presidency as per the specification.

3.2 Prepare nutritional food in a hygienic environment.

3.3 Supply catering services after receipt of an official purchase order from The Presidency.

3.4 Supply Catering equipment:

- All food serving equipment
- Tablecloths
- Enough Crockery and cutlery
- Serving tables where required
- Braai equipment where required
- Ability to provide professional presentation when required

- 3.5. The panel of service providers will be expected to provide catering services for meetings and events for The Presidency in Cape Town.
- 3.6 The appointed service providers will be expected to prepare and serve meals to the department including the VIPs, VVIP's and other invited delegates. The service should be in line with Hazard Analysis and Critical Point (HACCP) standards.
- 3.7 The meals to be provided should include breakfast, morning tea, lunch/lunch buffet, finger lunch and afternoon tea.
- 3.8 The service providers are required to ensure that the setting and delivery arrangements are as per meeting and events specification. A high quality standard is expected fitting for VIPs and VVIP's.
- 3.9 The service providers should include photos in particular VVIP events, where they have catered for as part of their tender documentation.
- 3.10 The food served and the equipment used for serving must be of exceptional quality and suitable standards to cater for VVIP delegates.
- 3.11 In case of meetings with the main guests or majority guests being Halaal, Vegetarian or Kosher , all food on the buffet needs to be Halaal/Kosher/Vegetarian with a limited selection of Non-vegetarian and Non-halaal/Non-Kosher dishes (all clearly labelled and separated) to accommodate the minority guests.
- 3.12 Ordering, delivery times and set-up of meeting venue requirements will be outlined in a Service Level Agreement (SLA).
- 3.13 The service providers may be required to set up as early as 6:00 am or even earlier should the circumstances require such.
- 3.14 The service providers shall be responsible for setting up serving stations with clean, modern equipment and should understand high level serving etiquette to be displayed, when catering for meetings, including the delivery of food, drinks, crockery and utensils for any venue inside or outside Tuynhuys, those must be of modern/excellent quality. No sub-standard cracked or stained crockery and cutlery will be allowed.
- 3.15 The service providers shall be required to collect and clean-up within the period stipulated in the SLA after the meeting.
- 3.16 The service providers shall be required to provide well trained staff members to assist with serving during meetings.
- 3.17 The service providers shall be required to ensure that their staff is dressed appropriately with clean professional attire at ALL TIMES (Dress code) the type of uniform to be agreed to between The Presidency and the bidder.
- 3.18 Food and beverages including stations must always be labelled taking into account food and safety regulations.

- 3.19 High quality Coffee/Tea shall be provided whether, local or international brands, and shall be individually packaged.
- 3.20 Filter coffee for bigger meetings should also be an option with proper brewing capacity.
- 3.21 Food quality must meet ISO 9001:2015 Quality Management system standard.
- 3.22 South Africa is well known for its fresh seasonable fruits and whole fruit baskets should be of a high standard.
- 3.23 The service providers are required to note that the below menu will be used as and when there is a need for meetings and events, individual packaging will be requested in some circumstances, indication of the prices of the below mentioned items to be provided during meetings or events, should be per person. (Additional option – standard breakfast, lunch etc.), Service Provider to quote on standard breakfast/lunch etc. for quicker turnaround time.

### 3.1 Catering for meetings as per below Menu

The Service Provider will be required to do menu planning to include:

ITEM DESCRIPTION	QUANTITY
<b>MORNING TEA/BREAKFAST MENU</b>	
<b>Sandwiches</b>	
Cheese and Tomato on Brown bread	1
Cheese and Tomato on White bread	1
Cheese and Tomato on Rye or other health bread	1
Croissants filled with Cheese and Tomato	1
Cheese and Ham on White bread	1
Cheese and Ham on Brown bread	1
Cheese and Ham on Rye or other health Bread	1
Croissants filled with Cheese and Ham	1
Cheese, Ham and Tomato on Brown bread	1
Cheese, Ham and Tomato on White bread	1
Cheese, Ham and Tomato on Rye or other health Bread	1
Croissants filled with Cheese, Ham and Tomato	1
Chicken Mayonnaise on Brown bread	1
Chicken Mayonnaise on White bread	1
Chicken Mayonnaise on Rye or other health Bread	1
Croissants filled with Chicken Mayonnaise	1
Bacon, Egg and Cheese on Brown bread	1
Bacon, Egg and Cheese on White bread	1
Bacon, Egg and Cheese on Rye or other health Bread	1
Croissants filled with Bacon, Egg and Cheese	1
Bacon and Egg on Brown bread	1
Bacon and Egg on White bread	1
Bacon and Egg on Rye or other health Bread	1
Croissants filed with Bacon and Egg	1
Salami and Cheese on Brown bread	1
Salami and Cheese on White bread	1
Salami and Cheese on Rye or other health Bread	1

Croissants filled with Salami and Cheese	1
Egg Mayonnaise on Brown bread	1
Egg Mayonnaise on White bread	1
Egg Mayonnaise on Rye or other health Bread	1
Croissants filled with Egg Mayonnaise	1
Tuna Mayonnaise on Brown bread	1
Tuna Mayonnaise on White bread	1
Tuna Mayonnaise on Rye or other health Bread	1
Croissants filled with Tuna Mayonnaise	1
Roasted Beef and Mustard on Brown bread	1
Roasted Beef and Mustard on White bread	1
Roasted Beef and Mustard on Rye or other health Bread	1
Croissants filed with roasted Beef and Mustard	1
Avocado and Cheese on brown bread	1
Avocado and Cheese on white bread	1
Avocado and Cheese on Rye or other health Bread	1
A platter for 1 with a variety of sandwiches (based on 3-4 sandwiches per person)	1
<b>BREAKFAST</b>	
<b>Hot Buffet</b>	
Lamb Sausage	1
Beef Sausage	1
Chicken Sausage	1
Bacon	1
Macon	1
Scrambled Egg	1
Baked Beans	1
Sautéed mushrooms	1
Hash Browns	1
Roasted cherry tomatoes	1
Sautéed onions + peppers	1
Toasted bread	1
Toasted white bread	1
Toasted rye or other health bread	1
Croissants	1
Waffles	1
<b>Breakfast sides per person</b>	
Koeksisters	1
Muffins (All variants)	1
Bagels (All variants)	1
Cereals (All variants)	1
Cold Meats (All variants)	1
Mini breakfast wraps	1
Yogurt 100g, full cream low fat (All variants)	1
Fruit platter per person (seasonal)	1
Muesli (All variants)	1
Savoury pastries (All variants)	1

Assorted jam 15g	1
Assorted cream	1
Plain donuts	1
Assorted donuts	1
Biltong Platters	1
Bacon	1
Plain Ham (slice)	1
Egg (pouched eggs, scrambled eggs, fried eggs, boiled eggs and omelette)	1
Cheese platters	1
Cheese slices (All variants)	1
Butter 7g equivalent to clover, Carry gold	1
Margarine 15g equivalent to Flora	1
Variety of Cream Cheese	1
Syrup	1
<b>LUNCH BUFFET: SERVED WITH KNIFE AND FORK</b>	
<b>MEAT (PROTEIN)</b>	
Beef steak	1
Beef Stew	1
Leg of Lamb	1
Beef tripe (Mogodu)	1
Oxtail stew	1
Lamb chops	1
Beef casserole	1
Roasted beef	1
Brisket	1
Lamb Stew	1
Assorted sauces for red meat	1
<b>Chicken</b>	1
Grilled chicken breast	1
BBQ Chicken	1
Stuffed chicken breast	1
Grilled chicken	1
Assorted sauces for chicken	1
<b>Fish</b>	1
Grilled Hake Fish	1
Fried hake fish	1
Steamed fish	1
Assorted sauces for fish	1
<b>Hot Starch</b>	
Pap	1
Rice	1
Couscous	1

Dumpling	1
Samp	1
Normal or sweet potatoes (mash, baked, fried and sliced)	1
Small fried Potato Chips	1
Medium fried Potato Chips	1
Large fried Potato Chips	1
<b>Lunch sides</b>	1
Desserts (All variants)	1
Scones (All variants)	1
Mini Cheese cakes (All variants)	1
Cucumber-Rye Tea Sandwiches	1
Pastry tarts (All variants)	1
Assorted Individual Sweets and bubble gum equivalent to mints, chappies.	1
Assorted 62g Chocolates equivalent to lunch bar, Bar one, Rolo, Top deck slab.	1
Assorted Salads	1
Assorted vegetables	1
Sliced brown bread	1
Sliced white bread	1
Sliced rye or other health bread	1
<b>Finger Lunch</b>	
Grilled chicken legs	1
BBQ drumsticks	1
Crumbed chicken strips	1
Mini Beef wellington	1
Mini Pizzas (All variants)	1
Lamb sausages	1
Spring rolls	1
Vegetable spring rolls with hoisin sauce.	1
Vegan finger lunch platter (small, medium and large)	1
Mini wraps	1
Fish bites	1
Crumbed torpedo prawns	1
Cajun Calamari	1
Crumbed Calamari	1
Sushi platters (All variants)	1
Canapés (All variants)	1
Cold meats (Assorted)	1
Cheese platters (small, medium and large)	1
Crackers (Any shapes: rectangular, circle, square, etc.)	1
Olives (All variants)	1
Gherkins	1
Sauce Dips (All Variants)	1
Chicken sliders	1
Beef sliders	1
Crumbed mushrooms	1
Biltong platters	1
Assorted Samosas	1
Assorted roasted and salted nuts	1

Assorted sauces	1
<b>Cold Drinks</b>	1
Soft Drinks/Sodas (All variants) 500ml	1
Soft Drinks/Sodas (All variants) 300ml	1
Sparkling juice equivalent to Appletizer and Grapetizer. 275ml and 330ml	1
Sparkling juice equivalent to Appletizer and Grapetizer. 330ml	1
Fruit juice equivalent to Liquid-fruit 300ml	1
Ice Tea 300ml	1
Mineral Still Water 500ml	1
Sparkling Water 500ml	1
<b>Hot drinks (beverages):</b>	
Assorted sachets Coffee equivalent to Nespresso, Jacobs, Nescafe, Decaf, Filter Coffee, Douwe.	1
Assorted tea: Five roses, ginger & honey tea and, earl grey tea, rooibos , Ceylon , green tea, chai tea, ginger tea and various types of English tea.	1
Sweeteners sachets equivalent to xylitol, canderel.	1
Sachets, Hot Chocolate, Cappuccino, White Chocolate, Hazelnut, Cafe mocha, salted caramel, vanilla.	1
Sugar in sachets <ul style="list-style-type: none"> <li>• Brown</li> <li>• White</li> </ul>	1
Honey 8g sachet	1
Honey 15g jar	1
Honey 750m jar	1
Lemon slices	1
Low fat milk	1
Full cream milk	1
Skim milk	1
Milk Lactose free	1
<b>Spreads</b>	
Butter 7g equivalent to clover, Carry gold 1	
Jam portion 15g equivalent to all gold, hillcrest	1
Margarine 15g equivalent to Flora	1
Unprocessed cheese	1
Processed cheese: equivalent (to Melrose, laughing cow, kiri (All variants)	1
Cream cheese (All variants)	1
<b>DESSERT</b>	
Assorted Jelly	1
Cheesecake (size depended on the number of guests to be catered for)	1
Custard	1
Jelly and Custard	1
Malva pudding	1
Cake (assorted)	1
Assorted Ice cream	1

## TAKE AWAY PACKAGING (ON REQUEST)

Description		Quantity
1	Paper bag	1
2	Foil packaged	1
3	Paper coffee cup with a lid, 250ml	1
4	Plastic cutlery set of 3 (Spoon, fork & knife)	1
5	Labelling	1
6	Cling wrap packaged	1
7	Variety colour Serviettes 2 ply	1
8	Cocktail serviettes	1
9	Takeaway container: Breakfast	1
10	Takeaway container: Lunch	1
11	Takeaway container: Dinner	1
12	Takeaway container: Fruit Salad	1
13	Takeaway container: Finger lunch	1
14	Takeaway container: sandwiches	1

### 3.2 TAKE AWAY PACKAGING FOR MEALS PER PERSON

The Service Provider to take into consideration take-away food on request.

## 4. REQUIREMENTS FOR THE PROJECT

- Bidders will be expected to demonstrate a minimum of 5 years' experience in VIP/VVIP or corporate catering with at least three (3) comparable experience (projects) for government, corporate or diplomatic clients within seven (7) years.
- Bidder must attach The Presidency returnable reference form (Annexure A), photos and proof of previous similar institutions contract work as a caterer for meetings and events.
- The bidder must have a qualified Chef qualification (NQF level 6) Diploma in professional cookery & kitchen management (must attach a valid certificate)
- The Chef must have a minimum of 5 years' experience in hospitality (CV's must be attached).
- The bidder shall be required to have public liability insurance on food safety as part of best practice.
- Modern equipment as a requirement.

## 5. SPECIAL CONDITIONS OF THE PROJECT/CONTRACT

- A service level agreement/contract shall be signed with the awarded bidders.
- The awarded bidders will be required to be tax compliant.
- The three-year contract will commence on the date of the signing of the contract between the bidders and the department.
- Should the bidder(s) be found negligent or not perform in accordance with the set contractual stipulations and obligations, The Presidency reserves the right to terminate the contract.
- In all instances, payment for the services rendered will be made within 30 days after a formal invoice has been received; except in rare and unanticipated/unforeseen circumstances as might happen from time to time.
- A request for quotations will be sent to a panel of service providers as and when there is a requirement.
- Urgent requests must be attended to within 2-3 hours after a request has been made. The

Service or goods required must be rendered or delivered within 24 hours.

## **6. SECURITY REQUIREMENTS**

The Presidency will subject all recommended bidders including their staff assigned to the project to a security screening exercise. In the event that the outcome of the security screening is negative, the successful bidder(s) will be disqualified.

## **7. DURATION OF THE CONTRACT**

The awarded bidders will be appointed for a period of three (3) years.

## **8. MONITORING AND EVALUATION OF THE PROJECT**

- All work is to be carried out in accordance with the time schedule as agreed with the Project Manager.
- The Presidency's Project Manager would provide a project plan on the deliverables.
- The Presidency's Project Manager will do Monitoring and evaluation of performance and adherence for the catering service.
- The Presidency will manage the performance of the service provider and institute punitive measures on matters such as non-deliveries, non-compliance to health regulations, poor time keeping, cleanliness and professional services.
- Any dispute concerning adherence to the Service Level Agreement and the quality of services rendered by the bidders or a perceived violation of this tender specifications by the Presidency will be resolved as per the Service Level Agreement.
- Bi-monthly meetings with the appointed service providers will be held to discuss performance. (monthly in the inception of the project and quarterly as the project progresses)
- Cost implications on transgression will be dealt with in the contract.

## **9. LEGISLATION AND STANDARDS APPLICABLE TO THE BID**

**Bids will be subject to the Supply Chain Management conditions as follows:**

- The Preferential Procurement Policy Framework Act, Act No. 05 of 2000
- Preferential Procurement Regulations, 2022
- Public Finance Management Act, 1 of 1999
- The Presidency Supply Chain Management Policy.
- Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)

## **10. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID.**

- a. Bidders are requested to submit means of verification for specific goals (women, youth and person with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited. The bidder will be required to fumigate and produce pest control certificates from South African Pest Control Association (SAPCA) for the facilities on a monthly basis at their cost. The Presidency will conduct site inspections at the supplier's facilities prior to the conclusion or awarding of the contract to the shortlisted bidders.
- b. A Service Level Agreement/contract shall be signed with the successful bidders.

- c. Completed bid documents must be deposited in the bid/tender box, as indicated in par 19 below. Telegraphic, telefax, emails or late tenders/bids will not be accepted and will be disqualified.
- d. Bidders shall ONLY use a black ink for completion of Standard Bidding Documents (SBD) forms. Failure to do so may result in the submitted bid/proposal being disqualified.
- e. All corrections made in the bid document must be initialled or signed off by the bidder to obviate unnecessary delays resulting from the need to require the bidder to give written confirmation before finalisation of evaluation.
- f. In a case where there are contractual dispute/challenges, the Presidency reserves the right to action immediate remedial.
- g. **Bidders shall submit:**
  - I. **Original bid documents (mandatory),**
  - II. **a hard copy of the original documents, and,**
  - III. one soft copy (digital / electronic) in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive.

**Failure to submit the original bid document will result in the bid/proposal being disqualified.**

## **11. BID EVALUATION PROCESS**

A two (2)-phase approach will be followed during the evaluation process. All proposals received will be evaluated in accordance with the **80/20-point** system as prescribed in the Preferential Procurement Regulation, 2022

### **11.1. FIRST PHASE: MANDATORY AND ADMINISTRATIVE COMPLIANCE**

During this phase, screening will be conducted to ensure compliance with the mandatory submission of documents as listed below. **Bidders who have not complied with the submission of the mandatory document(s) shall be disqualified at this stage of the evaluation and will not be considered in the next phase.**

Note that all the required documentation must be signed by a duly authorised representative, where a signature is required.

### **11.2. MANDATORY DOCUMENTATION**

- a) Completed and signed Invitation to bid document (SBD 1).
- b) Certificate of Acceptability (R368) for food premises from the municipality for the current facility they are operating (Bidder must attach a valid copy of Certificate of Acceptability)
- c) The bidder must provide a certified valid and recognised copy of certificate for being Halaal or a certified valid and recognised certificate for a sub-contracted/ outsourced service providers to be used by the bidder.

**Only bidders who have met mandatory requirements will be considered for the next phase.**

### **11.3. ADMINISTRATIVE COMPLIANCE**

- i) Completed and signed Bidders' disclosure form (SBD 4).
- ii) Names and certified ID copies of employees to be assigned to this project. Assigned employees may be subjected to a security screening, where applicable as per specification.
- iii) Certified ID copies of owner(s) Owners may be subjected to a security screening, where

- applicable as per specification.
- iv) Copy of Bidder's company registration document with the CIPC.
  - v) SARS Tax pin of the Bidder.
  - vi) Copy of proof of registration with CSD.
  - vii) ISO/SANS 9001:2015 Requirement for Quality Management Systems Standard (attach a certified valid copy of certificate).
  - viii) SANS 10330:2007 Requirements for HACCP System Standard (attach a certified valid copy of certificate).
  - ix) SANS 10133 Standard : The application of pesticides in food handling, food processing and catering establishments (attach a certified valid copy of certificate)
  - x) Joint Ventures and consortium

In the case where bidders are bidding as Joint Ventures and/or consortium, the following must be complied:

- Submit a Joint Ventures and/or consortium agreements signed for teaming parties by persons who are duly authorised to do so. The agreement should state the details of the persons who are authorised to sign the documents on behalf of the teaming parties. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.)
- Submit SARS issued pin code, which will be verified for both companies.
- Submit a consolidated Central Supplier Database Registration (CSD).

For technical evaluation, members from those teamed companies will be assessed based on the requirements indicated in the project as a single company for incorporated Joint Venture and/or consortium and individually party for unincorporated Joint Venture and consortium.

#### **11.4. SECOND PHASE: FUNCTIONAL/TECHNICAL EVALUATION.**

- Only proposals that have met the criteria for mandatory compliance will qualify for this phase. During Phase Two, the ability of the bidder to execute the project will be evaluated in two stages.
- The minimum threshold score is **45 points** out of **65** points for functionality.
- Winning bidders should provide business continuity plans of their company to ensure the catering tender will continue without interruptions in the event of any risks that might occur.

#### **STAGE 1: Desktop Evaluation**

The following categories are examples of what will be evaluated in Stage 1:

- Experience and References
- Qualifications

Each criterion will be allocated points with total 65 points allocated. Only proposals that scored at least **45 points** or more will proceed to Stage 2 of Phase 2.

**STAGE1: FUNCTIONAL/TECHNICAL EVALUATION.**

<b>Criteria</b>	<b>Sub-criteria</b>	<b>Weight</b>
<p><b>Bidders Experience within the Catering Environment.</b></p> <p><b>Company's experience in the catering service: bidders must attach</b> The Presidency returnable project reference form (<b>Annexure A</b>) signed, dated with contact person and contact number of client/s for whom similar services have been rendered for five (5) years</p> <p><b>A. Number of years (experience) in catering environment.</b></p>	<p>Less than 5 years of experience= <b>0 points</b></p> <p>5 to 10 years of experience = <b>10 Points</b></p> <p>More than 10 years' experience = <b>15 Points</b></p>	<b>15</b>
<p><b>B. Service Performance as per Presidency reference form (Annexure A) in all categories</b></p>	<p>Very Poor and poor = <b>0 Points</b></p> <p>Good = <b>10 points</b></p> <p>Excellent = <b>15 points</b></p>	<b>15</b>
<p><b>Chefs Experience in the Catering Environment.</b> (CV must be attached)</p>	<p>Less than 5 years of experience = <b>0 points</b></p> <p>5 to 10 years of experience = <b>10 points</b></p> <p>More than 10 years' experience = <b>15 points</b></p>	<b>15</b>
<p><b>Chef qualification in NQF level 6 and equivalent Culinary certificate. (Certified copy must be attached).</b></p>	<p>No NQF level 6/equivalent certificate = 0</p> <p>Equivalent/Other certificates = 10</p> <p>NQF level 6 and above = 15</p>	<b>15</b>
<p><b>Facilities –</b> The bidder must have an operational catering facility where the food is prepared.</p>	<p>Bidder does not have an operational catering facility=<b>0 points</b></p> <p>Bidder has an operational catering facility=<b>5 points</b></p>	<b>5</b>
<b>Total</b>		<b>65</b>
<b>Minimum threshold</b>		<b>45</b>

**NB: Only bidders that have an operational catering facility and meet the 45 points out of 65 points will qualify for stage 2.**

## STAGE 2: SITE INSPECTION, MOCKUP (SET-UP) AND FOOD TASTING

Stage 2 will involve site visits, presentations and demonstrations.

Criteria	Points
<p><b><i>Cleaning and Hygiene Inspection</i></b></p> <p><b><i>The following will be inspected:</i></b></p> <ul style="list-style-type: none"> <li>No point will be allocated if the criteria below is not met.</li> <li>Whether waste and unwanted items are removed from the catering facility area =<b>1 Points</b></li> <li>All available dustbins are cleaned and kept at defined/ marked area =<b>1 Points</b></li> <li>Staff wearing appropriate uniform /safety clothing =<b>1 Points</b></li> <li>Storage and classification of foods/materials i.e. Chicken not mixed with pork =<b>1 Points</b></li> <li>proper arrangement for disposal of food waste = <b>1 Points</b></li> <li>All floors and walls of the catering facility are cleaned properly =<b>1 Points</b></li> <li>All utensils and equipment used in the canteen are cleaned =<b>1 Points</b></li> <li>No foul smell observed =<b>1 Points</b></li> <li>A valid Certificate of acceptability (R368) for food premises issued by the Municipality is displayed =<b>1 Points</b></li> <li>Occupational health and safety certification is displayed =<b>1Points</b></li> </ul>	<b>10</b>
<p><b><i>Food Tasting Evaluation</i></b></p> <p><b>Serving and Presentation</b></p> <p>Fresh and colourful, easy to eat, closely placed items for maintaining temperature, hot/cold serving plate, stylistic but practical.</p> <ul style="list-style-type: none"> <li>Serving and Presentation meet the above = <b>1point</b></li> <li>Portion size and nutritional balance are provided = <b>3 points(combination of vegetables, carbohydrates, protein and healthy fats)</b></li> <li>Menu and Ingredients Compatibility (recipe, ingredients complement each other in colour, flavour, and texture and (the ingredients balanced in size and amounts) = <b>2 Points</b></li> <li>Creativity and showing something modernized= <b>2 Points</b></li> </ul> <p><b>Flavour and taste</b> - balance of salt, sweetness, acidity etc.)</p> <ul style="list-style-type: none"> <li>Flavour and taste meet the above= <b>2 points</b></li> </ul>	<b>10</b>
<p><b><i>Mock set-up and - presentation</i></b></p> <p>Mock set-up for meeting/catering = <b>15 points</b></p>	<b>15</b>
<b><i>Sub-Total</i></b>	<b>35</b>
<b><i>Minimum threshold</i></b>	<b>25</b>
<b><i>Overall Total</i></b>	<b>100</b>

Only bidders that met the minimum threshold of 25 points out of 35 points will qualify to be listed

in the Panel of catering service providers.

## 12. MANDATORY AND ADMINISTRATIVE COMPLIANCE CHECKLIST

Bidders should use the checklist below to ensure that all the returnable documents are attached:

Mandatory Documents required	Indicate Yes or No	Indicate the Annexure in your bid response
<ul style="list-style-type: none"> <li>SBD1</li> </ul>		
<ul style="list-style-type: none"> <li>Certificate of Acceptability (R368) for food premises from the municipality for the current facility they are operating (Bidder must attached certified valid copy of Certificate of Acceptability)</li> </ul>		
<ul style="list-style-type: none"> <li>The bidder must provide a certified valid copy of certificate for being Halaal certified or certificate for sub- contracted/ outsourced service providers to be used by the bidder( bidder must attach a valid Halaal Certificate)</li> </ul>		
Administrative documents required	Indicate Yes or No	Indicate the Annexure in your bid response
<ul style="list-style-type: none"> <li>SBD 4</li> </ul>		
<ul style="list-style-type: none"> <li>Certified ID copies of Owner (s).</li> </ul>		
<ul style="list-style-type: none"> <li>Names and certified ID copies of employees to be assigned to this project.</li> </ul>		
<ul style="list-style-type: none"> <li>Copy of Bidder's company registration document with CIPC.</li> </ul>		
<ul style="list-style-type: none"> <li>SARS Tax pin of the Bidder.</li> </ul>		
<ul style="list-style-type: none"> <li>Copy of proof of registration with CSD.</li> </ul>		
<ul style="list-style-type: none"> <li>Joint Venture and/or consortium agreement (If applicable)</li> </ul>		

## 13. UTILISATION OF PANEL FOR CATERING SERVICES

Post appointment of the panel, a quotation process will take place. The process will unfold as follows:

- Panel of qualified caterers will be utilised on a rotational basis for a period of three (3) years to render catering services as and when it is required.
- Alternatively, invitation to quote will be sent to all Panel of qualified caterers to submit quotation, which will be evaluated to determine the specific goals and pricing.

## 14. CONFIDENTIALITY

- No communication will be undertaken with any bidder until the winning bidders has been informed of his/her winning bid.
- Information relating to the evaluation of proposals and recommendations concerning an award shall not be disclosed neither to the bidder who submitted the proposals nor to other persons not officially involved or concerned with the process.
- The Presidency necessarily operates under the conditions of the PAIA provisions. No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

**15. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT**

- Please note that the bidder will be required to provide for special meals, upon request / pre order. I.e. Halaal, Kosher, Vegan or any other special requirements as per guest / meetings request. Failure to accept the Special Conditions and General Conditions Contract or part thereof, may result in bid not being considered.
- The bidders must currently have restaurant type facility, which will be inspected by The Presidency as part of the process.

THE BIDDER MUST COMPLETE BELOW.

I \_\_\_\_\_ in my capacity as the duly authorised representative of the bidder, hereby certify that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

Alternative Name and Contact details of service provider (optional): \_\_\_\_\_

**16. DISCLAIMER**

The Presidency reserves the right not to award the bid. The Presidency reserves the right to award the bid in part.

**17. BRIEFING SESSION**

**Non-compulsory briefing session will be conducted virtually via Microsoft Teams as follows:**

**DATE:** 03 JULY 2026  
**TIME:** 10:00AM  
**VENUE:** Microsoft Teams meeting

**Join:**

<https://teams.microsoft.com/meet/372555048074815?p=la5tNursWSmEx5S9Mj>

**Meeting ID: 372 555 048 074 815**

**Passcode: nT66F4DN**

**18. SUBMISSION OF PROPOSALS**

Completed bid documents should be sealed, clearly marked as follows:  
The Presidency

Bid Number: **PO 2026/27:012**

Completed bid documents must be deposited in the official bid/tender box of The Presidency located at the public entrance of the Tuynhuys, Parliament Complex, Cape Town on or before **15**

**JULY 2026 @11:00.**

Bidders must ensure that they received all pages of this document.

**19. Bid Enquiries:**

**Technical Enquiries:**

Tenders@presidency.gov.za

[Babalwa@presidency.gov.za](mailto:Babalwa@presidency.gov.za)

**NB: All enquiries should be made at least 10 days before the closing date**



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA

RETURNABLE PROJECT REFERENCE FORM

Project Description:	<b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR CATERING SERVICES IN THE PRESIDENCY (CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS</b>
Bid No:	<b>PO 2026/27:012</b>

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I ..... (Name, Surname & Designation  
Preferably contract Manager)

From .....(Company Name)

Declare that the company was the recipient (client) of the following catering services successfully executed by

.....(Name of bidder)

Project Description:

.....

Project Location

.....

Commencement Date (DD/MM/YYYY) :.....Completion Date(DD/MM/YYY):.....

Contract Value:

**A. Please score the service performance of the Bidder on the above mentioned project, by inserting “Yes” in the relevant box below:**

Category	Very poor	Poor	Good	Excellent
Quality of Food and Standard				
Quality of Personnel				
Presentation Standard				
Standard Catering Equipment				
Overall service performance				

**B. Would you consider/recommend working with this bidder in future.**

Yes	No	Reason

**C Would you recommend this bidder to offer the same services to The Presidency**

Yes	No	Reason

.....  
Signature (Company Head or Delegated Project Officer)

Contact Numbers:.....

# GENERAL CONDITIONS OF CONTRACT

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## NOTES

The purpose of this document is to:

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

In this document words in the singular also mean in the plural and vice versa and words in the masculine 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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## **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 anything 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 organisation 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, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC 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](http://www.treasury.gov.za)

#### **4 Standards**

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

#### **5 Use of contract documents and information; inspection**

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

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

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

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

#### **6 Patent rights**

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

#### **7 Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

otherwise specified in SCC.

## **8. Inspections, tests and analyses**

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9 Packing**

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

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

purchaser.

## **10 Delivery and documents**

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

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

## **11 Insurance**

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

## **12 Transportation**

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

## **13 Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14 Spare parts**

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

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

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

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

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

## **15 Warranty**

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

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

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

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

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

## **16 Payment**

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

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

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

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

## **17 Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised 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 contract 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 cancelling 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:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

23.8 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 wilful 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.