Operates as a Municipal Entity of

Bid Number – 00402/26

Restaurant & Kitchen Hygiene for Joburg City Theatres Kitchens and Front & Back of House Areas on An "As and When" Needs Basis

Company Name : _____

Company Representative : _____

Closing Date : 04 September 2026

BID No.	00402/26
DESCRIPTION	Restaurant & Kitchen Hygiene for Joburg City Theatres Kitchens and Front & Back of House Areas on An "As and When" Needs Basis
TENDER DOCUMENTS	Tender documents are available in PDF format at no cost on the e-tender portal (www.etenders.gov.za) or JCT website (www.joburgcitytheatres.com).
COMPULSORY SITE VISIT	11 August 2026 @11h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
CIDB GRADE	N/A
CLOSING TIME AND DATE	04 September 2026 @ 12h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
DELIVERY DETAILS:	To be deposited in the "Tender box" situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description.
TELEGRAPHIC/ POSTAL/ FAX & EMAIL BIDS	Will not be accepted
LATE SUBMISSIONS	Will not be accepted
CONTACT PERSON	All enquiries concerning this bid should be addressed to:- Email:**ntombizodwa**@joburgtheatre.com or kea@joburgtheatre.com

Certificate of Authority for Signatory

Signatories for closed corporations, partnerships and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or the board of directors or partners, as the case may be.

"By resolution of the board of directors taken on (date)_____

Mr / Ms _____ has been duly authorized to

sign all documents in connection with the tender for contract No. _____

and any contract which may arise therefrom on behalf of (Tenderer)

_____

Signed _____ Date_____

Name _____ Position _____

Tenderer _____

Record Of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:	
NO	Title or Details
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

If there is insufficient space above, the bidder may append additional sheets.
Number of additional sheets

appended by the bidder to this Schedule ..... (If nil, enter NIL)

Signed _____ Date_____

Name _____ Position _____

CHECKLIST

BID NO: _____

PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL REQUIRED DOCUMENTS HAVE BEEN COMPLETED, SIGNED, WHERE APPLICABLE, AND ATTACHED TO THE QUOTATION.

FAILURE TO SUBMIT ANY COMPULSORY DOCUMENT OR REQUIRED INFORMATION, WHERE SUCH NON-SUBMISSION IS EXPRESSLY STATED AS DISQUALIFYING IN THE QUOTATION DOCUMENT, MAY RESULT IN THE QUOTATION BEING DISQUALIFIED.

DESCRIPTION	Yes /no
Returnable documents required for tender evaluation purposes	
MBD 1 -Invitation to Bid	
Certificate of Attendance of Site Meeting	
Authority to Sign Documents	
Record Of Addenda to Tender Documents	
MBD 2 -Tax Clearance Certificate Requirements	
MBD3.1 - Pricing and Delivery Schedule	
MBD4- Declaration of Interest	
MBD 6.1- Preference Points Claim Form in terms of PPPFA 2022 regulations	
MBD 8- Declaration of Bidder's Past Supply Chain Management Practices	
MBD9- Certificate of Independent Bid Determination	
Additional Documents to be provided by the Bidder and attached to his/her tender	
Provides proof of its **entity's registration documentation** (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members **and share certificates**	
Provide proof of current and valid **SARS Tax Pin** and VAT registration certificate. Provide rationale if not VAT registered.	
Provide a National Treasury Centralised Supplier Database **(CSD) registration summary report** (report should not be older than 30 days)	
Provide a Valid certified copy of **B-BBEE certificate** / In the case of EME's a Sworn Affidavit on DTI template.	
Provide a **current or latest Municipal Rates and Taxes invoice** for the Tenderer's office/premises (not in arrears for more than 90 days) or Where a bidder does not own the premises, they reside in, they must provide **a certified lease agreement together with the utility bill statement** (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC	

Provide a **current or latest Municipal Rates and Taxes invoice** for the Tenderer's office/premises (not in arrears for more than 90 days) or Where a bidder does not own the premises, they reside in, they must provide **a certified lease agreement together with the utility bill statement** (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC	
Provide **Municipal Rates and Taxes Invoice for All the Directors** (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)	
Current audited annual financial statements, where the bidder is legally required to have its annual financial statements audited; or Where the bidder is not legally required to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements together with a Public Interest Score (PIS) calculation.	
The Tenderer must provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease **(COIDA)** Act No. 130 of 1993. The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award. In cases where the supplier has no employees, a duly completed and commissioned affidavit must be provided. **NB: A supplier who fails to submit a valid Letter of Good Standing may be disqualified, unless the supplier qualifies for a recognised exemption (such as having no employees) and submits a properly completed and commissioned affidavit in support thereof.**	
Provide Certified copies of South African **Identity Documents** or Valid Passports of Members, Directors or owner (Copy with original stamp).	
Functionality	
Quality Assurance	
Methodology And Work Plan	
Equipment, Chemicals and Consumables	
Hygiene Auditing and Quality Management	
Similar Projects Completed and Contactable References	
Site Visit	
Other	
Any additional bidder information not mentioned above	

Signature _____

SECTION 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOBURG CITY THEATRES)					
BID NUMBER:	00402/26	CLOSING DATE:	04 September 2026	CLOSING TIME:	12h00
DESCRIPTION	Restaurant & Kitchen Hygiene for Joburg City Theatres Kitchens and Front & Back of House Areas on An "As and When" Needs Basis				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Sealed quotations marked with the reference no: must be placed in the Tender Box at Joburg Theatre Complex, 01st Floor, Loveday Street, Braamfontein.					
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					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain	CONTACT PERSON	
CONTACT PERSON	Keabetswe Senne	E-MAIL ADDRESS	
E-MAIL ADDRESS	kea@joburgtheatre.com	TELEPHONE NUMBER	

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 ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……..

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

Instructions to Bidders

A. BID DOCUMENTS

Rules for Bidding

- JCT is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- The service provider must be a single legal entity with all other necessary expertise secured. JCT will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- JCT reserves the right to return late bid submission unopened.
- Should the contract between JCT and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- Bids must be delivered to the correct address location that is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- Late submissions will not be accepted under any circumstances. The tender box shall be locked at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter will not be accepted under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when dispatched allow enough time for any unforeseen events that may delay the delivery of the tender.

The Tender, including the returnable address, must be submitted in a sealed envelope, marked with:

1) Tender Number and Description
2) The Name and Address of the Tenderer

- This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.
- Each party to a consortium/ sub-contractors must submit a separate original and valid Tax Clearance Certificate.
- Failure to submit completed documents with the tender proposal may invalidate the tender

proposal.

- Failure to submit a valid BBBEE Certificate will result in zero preference points being awarded for BBBEE.
- Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- This tender document, together with associated forms and annexures, may NOT be retyped or re-drafted.
- This tender document, together with associated forms and annexures, may NOT be filled in by means of mechanical devices. A black ink pen should be used to fill in this tender document.
- Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated
- The tender price shall be open for acceptance for a period of at least 120
- calendar days after the closing date of the tender. It should be noted that Tenderers may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Tenderers shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of variations) will not be considered. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and the bid will be invalidated.
- All prices shall be quoted in South African currency and be VAT inclusive.
- JCT reserves the right to only accept part of the submitted bid by a supplier.
- JCT reserves the right to withdraw this tender.
- Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- It should be noted that JCT reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- The bidder's company letterhead must be used for the proposal's cover letter and reflect the company name, address and contact details.
- The correct Tender reference number (See the front page of this BID for the Tender Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- Responsiveness criteria of submissions : No Tender will be considered by JCT unless it meets the following responsiveness criteria:

    a. The Tender must be properly received in a sealed envelope clearly indicating the description of the service or goods and the Tender number for which the Tender is submitted.

b. The Tender must be deposited in the relevant Tender box as indicated on the notice of the Tender on or before the closing date and time of the Tender.

c. The official Tender document must be fully completed in black ink pen. Where information requested does not apply to the Tenderer and the space is left blank, it will be deemed to be not applicable.

d. All requested relevant and/or additional documentation must be submitted with the Tender on or before the closing date and time.

e. The Tenderer must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

f. Complies with the requirements of the Specification.

g. Adheres to Pricing Instructions.

h. Complies in full and observes the requirements of the Notice to Tenderers (if applicable).

i. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer must submit the following Tender information:

- A fully completed and signed Tender Form;
- The Tenderer's Details;
- The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
- The Declaration by Tenderer

Registration on the CSD

Potential service providers must be registered on the CSD administered by National Treasury at the time of submitting this bid. Bidders that are not yet registered can register on-line at www.csd.gov.za

Grounds for Disqualification

Joburg City Theatres reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

1. Bidders who do not submit a *valid Tax* PIN issued by SARS, on the closing date and time of the bid.
2. bidders who submitted *incomplete information and documentation* according to the requirements of this Bid

3. bidders who submitted *information that is fraudulent, factually untrue or inaccurate*, for example memberships that do not exist, BEE credentials, experience, etc.;
4. bidders who received information not available to other vendors through fraudulent means; and/or
5. Bidders are reminded that *all alterations in the bid document must be signed in full* by the bidder's authorised signatory and an accompanying letter on the bidder's official letterhead must be provided indicating such alterations.
6. This bid, correctly endorsed is to be addressed to Joburg City Theatres and must be deposited into the tender box at the time and date shown herein. Under no circumstances will late tenders be accepted.
7. The bid document is to be completed in black ink pen and in full. It is not to be retyped at all.
8. The bid document is to be *submitted in full in the same order as issued* with all sections attached.
9. Proposal that do not meet Joburg City Theatres' requirements shall be considered as unsuitable and non-responsive and shall be rejected.
10. Bidders are required to *cost for all the items as required*. If not, the proposal will be rejected as non-responsive.

Notice to Bidders

The costs of preparing the proposal, negotiation and any other engagement pursuant to this bid shall be for the sole account of the bidder and shall not be reimbursed by Joburg City Theatres under any circumstances.

Joburg City Theatres reserves the right to amend, modify or withdraw the BID in part or *in total* including terminating any associated proceedings at any time, without prior notice to the bidders and without liability to compensate or reimburse any person in relation thereto.

Joburg City Theatres' reserves the right to accept or reject any of the proposals submitted; and shall be under no obligation or bound to do so.

Joburg City Theatres reserves the right to adopt any submission by any Bidder(s) and to include information therein into other procurement documentation of Joburg City Theatres without compensation to the authors of such information.

Amendment of Bid Documents

At any time prior to the deadline for submission of bids, JCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

All prospective bidders who have received the bid document will be notified of the amendment in writing and same will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment(s) in account in preparing their bids, JCT at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and JCT shall be written in English.

Bid Price

- The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- Notwithstanding anything to the contrary contained in JCT's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 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.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- Payment will be made in Rand unless otherwise stipulated.
- All prices must include Value Added Tax.
- All tax invoices submitted by the Bidder must show the Value of the supply, the amount of tax charged and the consideration for the supply.
- All price(s) must be net with all discounts and settlement discount already deducted.
- Price(s) must include cost of supply, transport of personnel delivery and off-loading (if applicable).
- Price(s) must include cost of all labour, equipment, delivery of labour to site, materials etc. and without any extra or additional charges to Joburg City Theatres whatsoever.
- Any and all alterations to the bid price must be signed in full by the bid's authorized signatory and an accompanying letter from bidder on their official company letterhead will indicate such alterations. Failure to this will disqualify the bid

Period of Validity of Bids

- Bids shall remain valid for 120 days after the closing date of bid prescribed by JCT. A bid valid for a shorter period shall be rejected by JCT as non-responsive.
- In exceptional circumstances, JCT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Closing date of Bids

- Bids must be received by JCT at the address specified in the bid document. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- JCT may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of JCT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any bid received by JCT after the deadline for submission of bids prescribed by JCT, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by JCT prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

Certified Copies/Commissioner of Oaths Certification

Where certified copies of documents are specifically required in the Bid Data or Returnable Documents, the bidder shall submit certified copies of such documents together with its bid submission.
Unless otherwise stated in the bid, all certified copies shall:

- Be certified by a Commissioner of Oaths;

- Be clear, legible and complete;
- Not be older than three (3) months (90 days) from the bid closing date.

Failure to submit certified copies where expressly required may render the bid non-responsive or result in the bidder being requested to clarify or submit the required documentation, where permitted in terms of the applicable procurement legislation, regulations and the Employer's Supply Chain Management Policy.

Note: The Employer reserves the right to verify the authenticity of all documents submitted and to request the originals for inspection at any stage of the procurement process. Any false declaration or fraudulent documentation may result in disqualification, cancellation of any award, and any other action permitted by law.

Improper Lobbying /Interference

Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with Joburg City Theatres will face the following charges:

- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct."

No relaxation, indulgence or waiver granted by Joburg City Theatres to the Bidder shall in any way operate as an estoppel against Joburg City Theatres in the exercise by it of its right hereunder.

Requirements to Submit Proposals

- All schedules in this document must be populated and will form part of the quotation
- A completed Joburg City Theatres supplier registration application form which is available for download from Joburg City Theatres' website (www.joburgtheatreptyltd.co.za). Alternatively, if the supplier is registered on the JCT database, then the service provider need only submit all the mandatory documents with this application.
- The contractor will need to provide examples /references of similar such works performed.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids

- The bidder's names, bid modifications or withdrawals and such other details as JCT at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

- Bids that are not opened and read out at bid opening shall not be considered further for

evaluation, irrespective of the circumstances.

Clarification of Bids

During evaluation of bids, JCT may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation Criteria

Bidders will be evaluated based on the information as contained in their Submissions, and this may be further supplemented by presentations and clarification information as may be requested from the Bidders.

Evaluations will as far as possible be based on evaluation templates prepared by Joburg Theatre's evaluation committees prior to opening of Submissions. The criteria set out in the document shall be applicable and may not be altered after the Submissions have been opened unless it is clear that such alterations will not disadvantage any Bidder or give an unfair advantage.

Submissions will be evaluated and the Contract awarded in accordance with the SCM regulations, MFMA, Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 and other applicable legislation, the General Conditions of Contract (GCC) and if applicable, any other special conditions of contract.

The bid will be evaluated on the following stages:

- Stage 1 – Administrative Requirements
- Stage 2- Functionality
- Stage 3 – Price and special goals

D. AWARD OF CONTRACT

Period of Contract

The Contract shall be valid for a period of thirty-six (36) months from the date of appointment, subject to:

- satisfactory performance by the Contractor;
- continued compliance with the terms and conditions of the Contract;
- annual performance reviews conducted by Joburg City Theatres (JCT); and
- the availability of approved budget.

The appointment of the successful Contractor shall not constitute a guarantee of any minimum value of work or quantity of goods during the Contract Period. Work shall be commissioned on an as-and-when-required basis through the issuance of official Purchase Orders.

The Contractor shall remain responsible for the completion of any Purchase Order or installation project issued before the expiry of the Contract Period, including all warranty, defects liability, and contractual obligations applicable to such work.

Any extension of the Contract Period shall be subject to the applicable legislative framework, the Employer's Supply Chain Management Policy, satisfactory contractor performance, and the prior written approval of Joburg City Theatres.

Acceptance of Bid

A valid and binding Contract and/or Service Level Agreement with the successful Bidder will be concluded immediately following the time that Joburg City Theatres emails / delivers a letter of acceptance of this bid to the Bidder.

Local Office

In order to be considered for an appointment in terms of this bid, bidders must have an office within the Johannesburg Municipality. The address of this local office must be indicated on the SERVICE PROVIDERS INFORMATION below and which will be regarded as the domiciliumcitandietexecutandi for the purpose of any contract or service level agreement arising from this bid submission.

Contract Amendments

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

Enhancement in Rates

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

Assignment

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

Delays in the Supplier's Performance

1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by JCT in the contract.
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 JCT in writing of the fact of the delay, its likely duration and its cause(s).

3. As soon as practicable after receipt of the supplier's notice, JCT shall evaluate the situation and may at its 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.
4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
5. 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.
6. Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
7. Upon any delay beyond the delivery period in the case of a supplies contract, JCT 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.

Penalties

Subject to GCC clause 3.25, 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, JCT 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. JCT may also consider termination of the contract pursuant to GCC clause 3.23.

Indemnity

- The Contractor agrees that the occupational use of JCT's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein.
- The Contractor furthermore acknowledges that JCT and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by JCT to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies JCT and/or its employees against all and any loss of / or damage to property, or injury or death, and any

claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.

- The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the JCT for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of JCT or its agents or employees) or for:
  - any latent or patent defect in the premises;
  - a fire on the premises;
  - a theft from the premises;
  - the Premises or any part thereof being in a defective condition or state of disrepair;
  - force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the JCT's control;
  - the use of the services offered on the premises;
  - consequential loss howsoever caused;
  - any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or JCT to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.
- Save for any willful acts or omission or gross negligence by JCT, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies JCT and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

Compliance with Legislature

- All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with JCT, indemnifying JCT from the provisions of the Occupational Health and Safety Act (85 of 1993.
- The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable health and safety plan appropriate for the contract tendered for.
- The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

Workmen's Compensation

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

SECTION 2

BACKGROUND, OBJECTIVE AND SCOPE OF REQUIREMENTS

1) Background

Joburg Theatre (SOC) Ltd trading as Joburg City Theatres (JCT), an independent municipal entity wholly owned by the City of Johannesburg Metropolitan Municipality ("COJ"), operates in order to provide world class theatre entertainment to the citizens of Johannesburg. The company continuously strives towards transformation from both within its core employment, procurement and governance practices; and also its productions and audience inclusiveness.

With effect from January 1st 2013 Joburg Theatre (SOC) Ltd and Roodepoort City Theatre NPC t/a Joburg Promusica were integrated into a single theatre management company (*Joburg City Theatres*), which also institutionalised the operation of the newly established Soweto Theatre.

Joburg City Theatres uphold its vision statement: "*We are the providers of the integrated management of world class African theatre venues and a high quality, entertaining, innovative and inclusive programme which serves the diverse communities of the City of Joburg."*

To succeed, significant increased operational efficiency is critical. That means Joburg City Theatres must be cost efficient. Operational efficiency is important not only to cost saving, but also to attracting and retaining theatre audiences, as the organization strives to become responsive to customers' needs and the market's demands.

2) General Requirements Overview of responsibilities of the service provider's

Joburg City Theatres (JCT) hereby invites proposals from all prospective service providers to propose a cost-effective solution for below mentioned.
Service Providers are required to respond to this bid demonstrating that their proposed approach and solutions are a probable fit to JCT's requirements and are required to complete all categories as stipulated within this document. All information contained in this bid or given by management or staff of JCT is solely for the purpose of providing Service Providers with relevant information with which to complete and submit their proposals.

The appointed service provider will be monitored on the following basis: Timeliness of service delivery; Quality of the service provided; Provision of services in compliance with clearly stated specifications;

3) Background And Project Overview

Joburg City Theatres (JCT) invites suitably qualified and experienced service providers to submit bids for the provision of specialist restaurant and kitchen hygiene services on an "as and when required" basis.

The successful bidder will be responsible for delivering comprehensive food-service hygiene solutions across multiple facilities managed by Joburg City Theatres. The objective of this appointment is to ensure that all food preparation, storage, serving and associated areas are maintained in a hygienic, safe and compliant condition that supports public health, food safety and operational excellence.

4) Contract Description

The contract covers specialist hygiene cleaning services, including deep cleaning, sanitisation and maintenance of restaurant and kitchen facilities located within Joburg City Theatres.

Services shall be provided only when requested by the Employer. No guarantee is given regarding the number or value of work orders issued during the contract period.

5) Objective

The objective of this appointment is to ensure that all kitchens, restaurants, food preparation areas and associated facilities remain hygienic, safe, clean and compliant with applicable food safety legislation.
The successful service provider shall maintain high standards of hygiene while ensuring minimum disruption to theatre operations.

6) Scope of work

The scope of services extends to the following sites managed by Joburg City Theatres:

Site	Number of Kitchens
Joburg Theatre	3
Roodepoort Theatre	1
Soweto Theatre	1
Joburg Zoo	3
Joburg Water	2
Total	10 Kitchens

The appointed service provider shall be capable of providing services across all identified facilities as and when instructed by the Employer.

The successful bidder shall provide specialist hygiene services including:

Commercial Kitchens

Deep cleaning of:

- Floors
- Walls

- Ceilings
- Food preparation surfaces
- Workstations
- Shelving
- Cupboards
- Stainless steel surfaces
- Splashbacks

Kitchen Equipment

Cleaning and sanitisation of:

- Ovens
- Fryers
- Grills
- Stoves
- Braais
- Steamers
- Bain-maries
- Microwaves
- Salamanders
- Hot cupboards
- Refrigerators
- Freezers
- Cold rooms

Extraction Systems

Cleaning of:

- Extraction canopies
- Grease filters
- Grease collection trays
- Exhaust fans
- Accessible ductwork

Front of House Areas

Cleaning includes:

- Restaurants
- Dining areas
- Bars
- Beverage stations
- Counters
- Service stations
- Furniture

- High-touch surfaces

Back of House Areas

Cleaning includes:

- Receiving areas
- Storage rooms
- Dry stores
- Staff kitchens
- Waste holding areas
- Service corridors

Additional Services

The contractor may also be required to provide:

- Steam cleaning
- High-level cleaning
- Emergency contamination cleaning
- Grease removal
- Drain sanitisation
- Odour treatment
- Sanitisation following spillages
- Hygiene inspections

Mandatory Site Inspection

Prospective bidders are required to conduct a comprehensive site inspection prior to submitting their bids.

The purpose of the inspection is to enable bidders to:

- Familiarise themselves with the various facilities and kitchen layouts.
- Assess the size and condition of each site.
- Evaluate operational requirements.
- Identify access constraints and operational risks.
- Determine labour, equipment and resource requirements.
- Prepare an informed and accurate pricing proposal.

Bidders shall arrange site inspections through the Employer's nominated representative. Failure to attend a mandatory site inspection, where applicable, may result in a bid being declared non-responsive.

Integrated Food Service Hygiene Solution

Joburg City Theatres seeks to appoint a specialist food-service hygiene partner capable of

providing a comprehensive hygiene management solution rather than only a cleaning service.

The successful bidder shall be responsible for supplying all labour, supervision, specialised equipment, cleaning chemicals, consumables and technical support necessary to maintain the highest standards of hygiene throughout all designated facilities.
Preference may be given to bidders that demonstrate the capability to provide an integrated hygiene management programme, including regular hygiene monitoring, auditing and continuous improvement initiatives.

Hygiene Monitoring and Swab Audits

To support continuous food safety improvement, preference may be given to bidders that are able to provide hygiene verification services, including microbiological hygiene monitoring through environmental swab testing.

Where offered, these services should include:

- ATP or microbiological surface swab testing.
- Verification of cleaning effectiveness.
- Hygiene trend analysis.
- Corrective action recommendations.
- Audit reports.
- Monthly or quarterly hygiene performance reporting.
- Food preparation area compliance assessments.

These audits should assist Joburg City Theatres in maintaining high standards of food safety and ensuring compliance with applicable legislation and recognised food hygiene best practices.
Cleaning Chemicals, Consumables and Equipment
The successful bidder shall supply all cleaning chemicals, disinfectants, sanitisers, consumables and specialised equipment required to perform the services.

All chemicals supplied shall:

- Be suitable for commercial food preparation environments.
- Be safe for use in food-service establishments.
- Be clearly labelled.
- Be accompanied by current Safety Data Sheets (SDS).
- Be used in accordance with the manufacturer's recommendations.

Examples of chemicals and consumables that may be required include:

- Food-grade sanitising chemicals.

- Heavy-duty degreasers.
- Oven and grill cleaners.
- Stainless steel cleaners.
- Neutral floor cleaners.
- Disinfectants.
- Glass cleaners.
- Drain treatment products.
- Hand soaps.
- Surface sanitisers.
- Paper consumables.
- Cleaning cloths.
- Colour-coded cleaning systems.

The successful bidder shall also provide all specialised equipment necessary to execute the required services, which may include:

- Steam cleaning equipment.
- Industrial floor scrubbers.
- Wet and dry vacuum cleaners.
- High-pressure cleaning equipment.
- Rotary floor machines.
- Extraction canopy cleaning equipment.
- Colour-coded mops and buckets.
- Extension cleaning equipment.
- Personal protective equipment (PPE).

Employer's Requirements

The appointed service provider shall deliver a comprehensive food-service hygiene solution that include:

- Commercial kitchen deep cleaning.
- Cleaning and sanitising of food preparation areas.
- Cleaning of front-of-house and back-of-house facilities.
- Cleaning of extraction canopies and grease filters.
- Grease removal and degreasing services.
- Cleaning of refrigeration and cold storage facilities.
- Cleaning and sanitising of food-service equipment.
- Supply of cleaning chemicals and consumables.
- Hygiene inspections and verification audits.
- Emergency hygiene response services.
- Scheduled preventative deep-cleaning programmes.
- Reporting on hygiene performance and recommendations for continuous improvement.

The successful bidder shall ensure that all services are delivered in accordance with applicable health and safety legislation, food safety requirements, environmental standards and the Employer's operational requirements.

RESPONSE TIMES

The contractor shall respond as follows:

- Deliver within five (5) working days of receipt of an official purchase order for standard stock items.
- Deliver non-stock or specialised items within the agreed lead time.
- Deliver directly to designated JCT facilities.
- Off-load equipment at the designated delivery point.
- Replace damaged or incorrect items within five (5) working days.
- Notify JCT immediately of any anticipated delivery delays.

Services required	Frequency
Site visits in all kitchens providing a detailed report on equipment condition, kitchen hygiene practices by employees, cleanliness of kitchen environments	Monthly
Onsite training with employees on all chemical usage, equipment usage & hygiene practices	Twice per year
Hygiene training certificates for all delegates on training	Twice per year
HACCP checks in all kitchens	Monthly
Sanitizing bucket stations	Set-up
Kitchen best practices signage's / charts / stickers Product information charts	Set-up
Surfaces / employees hands / equipment & utensil swabs	Set-up
Site visits from Keys accounts manager	Quarterly
Food Safety training for line staff	Once off
Food safety training for senior chefs & managers	Once off

Rental of dishwashers & Soap / detergent dispensers

Dishwashers	Frequency
Hood machine with maintenance & breakdowns included	Monthly
Hood machine with 1 x 20L wash & 1 x 20L rinse chemical included, with maintenance & breakdowns included	Monthly
Under counter front loader with glass washer machine. With maintenance & breakdowns included with 1 x 20l wash & 1 x 20L rinse	Monthly
Under counter front loader with glass washer machine. With maintenance & breakdowns included	Monthly
Lockable soaps dispensers	Monthly

Chemical And Cleaning Products	PACKAGING
Dish machine Detergent	2X5Lt
Dish machine Rinse Aid	2X5Lt
Dish machine Detergent	20Lt
Dish machine Rinse Aid	20Lt
Dip It Stain Remover & Coffee Pot Cleaner	2X5kg
Grease Strip Oven Cleaner	4Lt
Sani Wash N Walk	9.46Lt
Degreaser/Oven Cleaner	2X5LT
Food Grade Surface Sanitizer	4Lt
Anti Septic Cleaner	25Lt
Anti Septic Cleaner	4Lt
Vegetable Wash	100x28g
Drain Cleaner	10lt
Drain Cleaner (Sachets)	36X100ml
Stainless Steel Polish	4Lt
Foam Sanitizer	25LT
Peroxide Multi Surface Cleaner	4Lt
Glass Cleaner	4Lt
Floor Polish	2x5LT
Furniture Polish	4Lt
Floor Cleaner Cater	25Lt
All Purpose / Surface Cleaner	2X5Lt
Manual Potwash Detergent	2X5Lt
Manual Potwash Detergent	20Lt
Dish machine Rinse Aid	20 L
Rinse Dry Dish machine Rinse Aid	1X4LT
Dish machine Tabs 88 4kg	4 kg
Lime-A-Way Dish machine Descaler	1X4LT
Floor Stripper 2x5lt	2x5LT
Helios Brillant Stainless Steel Polish/ Plate Shiner	6 x 500 ml
Spray Trigger White	Each
Spray Trigger Red	Each
Spray Trigger Blue	Each
Spray Trigger Green	Each
Spray Trigger Yellow	Each
Spray Bottle 750ml	Each
Cloth Blue Kimberley Clark 250mm X 40mm	Each
Cloth Cleaning Microfiber Blue 40 X 40cm	Each
Cloth Cleaning Microfiber Green 40 X 40cm	Each
Cloth Cleaning Microfiber Red 40 X 40cm	Each
Cloth Cleaning Microfiber Yellow 40 X 40cm	Each
Aluminum Rail Brooms Short	Each
Plastic Clips Aluminum Rail Each	Each
Cloth Food Safe Disposable Blue 50s	Each

Cloth Food Safe Disposable Red 50s	Each
Cloth Food Safe Disposable Yellow 50s	Each
Cloth Food Safe Disposable Green 50s	Each
Cloth Food Safe Disposable White 50s	Each
Cloth Food Safe Disposable Orange 50s	Each
Broom Aluminum Classic Blue	Each
Broom Aluminum Classic Green	Each
Broom Aluminum Classic Red	Each
Broom Aluminum Classic Yellow	Each
Mop With Handle Complete HACCP Blue	Each
Mop With Handle Complete HACCP Green	Each
Mop With Handle Complete HACCP Yellow	Each
Mop With Handle Complete HACCP Red	Each
BUCKET & WRINGER 36lt BLUE	Each
BUCKET & WRINGER 36lt GREEN	Each
BUCKET & WRINGER 36lt RED	Each
BUCKET & WRINGER 36lt YELLOW	Each
Dust Pan And Scoop Long Handle	Each
Floor Wet Signage 2 Piece	Each
Nail Brush 175	Each
Bodysuit Coverall White	Each
First Aid Box Metal With Contents Regulation 7	Each
Plastic Aprons	Each
Footwear Shoe Mitt Disposable	Each
Gloves Plastic 50's Disposables	Each

7) SERVICE LEVEL REQUIREMENTS

The successful bidder shall:

- Maintain adequate stock levels for frequently ordered items.
- Respond to enquiries within one (1) working day.
- Provide quotations within two (2) working days.
- Honour manufacturer's warranties.
- Maintain after-sales support throughout the contract period.
- Provide technical advice where required.
- Assist with product selection and equivalent alternatives where requested.

8) QUALITY ASSURANCE

All products shall:

- Be free from defects.
- Be supplied in original manufacturer's packaging.
- Meet manufacturer specifications.

- Be covered by applicable warranties.
- Be accompanied by manuals where applicable.
- Be inspected upon delivery.

JCT reserves the right to reject products that:

- Are damaged.
- Do not comply with specifications.
- Are counterfeit.
- Are refurbished without prior approval.
- Fail quality inspection.

9) CONTRACT MANAGEMENT

The successful bidder shall designate:

- Contract Manager /Sales Representative
- Technical Support Contact

Quarterly contract review meetings may be conducted to assess supplier performance.

10) Contract Period

Period of Contract

The Employer intends to appoint one (1) suitably qualified and experienced service provider to undertake the Restaurant & Kitchen Hygiene for Joburg City Theatres Kitchens and Front & Back of House Areas on An "As and When" Needs Basis.

The Contract shall be valid for a period of thirty-six (36) months from the date of appointment, subject to:

- satisfactory performance by the Contractor;
- continued compliance with the terms and conditions of the Contract;
- annual performance reviews conducted by Joburg City Theatres (JCT); and
- the availability of approved budget.

The appointment of the successful Contractor shall not constitute a guarantee of any minimum value of work or quantity of goods during the Contract Period. Work shall be commissioned on an as-and-when-required basis through the issuance of official Purchase Orders.

The Contractor shall remain responsible for the completion of any Purchase Order or installation project issued before the expiry of the Contract Period, including all warranty, defects liability, and contractual obligations applicable to such work.

Any extension of the Contract Period shall be subject to the applicable legislative framework, the Employer's Supply Chain Management Policy, satisfactory contractor performance, and the prior written approval of Joburg City Theatres.

11) Special Conditions Of Contract

- Orders will be issued on an as-and-when-required basis.
- JCT does not guarantee minimum order quantities or values.
- All prices shall remain fixed for the initial twelve (12) months unless otherwise stated in the Special Conditions of Contract.
- Annual price adjustments, where applicable, must be supported by documentary evidence and approved by JCT before implementation.

12) Product Delivery Requirements

- Delivery costs are the responsibility of the awarded Supplier and must be included in bid pricing.
- It shall be the responsibility of the awarded Supplier to be aware of delivery days and receiving hours for all JCT locations. JCT shall not be responsible for any additional charges should the service provider fail to observe specific delivery days and receiving hours.
- Supplier shall deliver all supplies within the required turn-around time from date of approval. In the event the service provider is unable to comply with this time frame, the Supplier shall contact the end-user immediately and obtain written approval to extend the delivery time.
- Supplier shall properly package and manage all items ordered under the resulting contract, in accordance with all applicable regulations.
- Supplier shall deliver supplies pursuant to the resulting contract in accordance with the terms and conditions stated in this bid. Repeated failure to meet specified delivery requirements may result in contract termination, or the JCT may pursue any other remedies that might be available, at its discretion.

13) Communication During The RFP Process:

- Any communication with respect to this RFP should be directed to: Keabetswe Senne (kea@joburgtheatre.com) OR Ntombizodwa Zulu (ntombizodwa@joburgtheatre.com)
- Any communication during the RFP process should be addressed by e-mail. Telephonic queries will not be entertained.
- All e-mail correspondence must contain the Bid number: BID NUMBER in the subject line. All queries will be consolidated and responded to in writing every Friday during the proposal response period and will be distributed to all the respondents that completed a

non-disclosure agreement. No enquiries will be entertained one week prior to the closing of the RFP.

- Communication with any other personnel of the Joburg City Theatres, with regard to this RFP is not permitted and will result in disqualification of the relevant RFP response.
- Request clarification of the tender documents, if necessary, by notifying the JCT at least five (5) working days before the closing date stated in the tender data.

14) Conditions and Evaluation of Bids

Responses will be evaluated using a predefined set of evaluation criteria. The evaluation criteria are designed to reflect JCT requirements in terms of identifying a suitable service provider and to ensure the selection process is transparent and afford all bidders a fair opportunity for evaluation and selection.

The following conditions of tender apply for this assignment: The bid will be evaluated on a two-stage process.

STAGE 1 – ADMINISTRATIVE REQUIREMENTS

Bids will be assessed for compliance with the administrative requirements stipulated in the bid document.

Where an administrative requirement is incomplete, omitted, or not complied with, the Employer may, where permitted by the applicable legislation, Supply Chain Management Policy, and conditions of the bid, request clarification, confirmation, or the submission of outstanding information.

Failure to satisfactorily address an administrative non-compliance within the period specified by the Employer may result in the bid being deemed **non-responsive**, disqualified, and excluded from further evaluation.

Only bids that comply with all mandatory requirements and satisfactorily meet the applicable administrative compliance requirements will proceed to **Stage 2: Functionality Evaluation**.

PROCUREMENT ELIGIBILITY/MANDATORY CRITERIA
It is compulsory that the Tenderer
Provides Signed Submission which must be signed by a duly authorized representative
Provides proof of **its entity's registration documentation (e.g.CIPC)** indicating the date of registration/incorporation, and a list of directors, partners, and members and share certificates
Provide proof of current and valid **SARS Tax Pin and VAT registration** certificate. Provide rationale if not VAT registered.
Provide a National Treasury **Centralised Supplier Database (CSD) registration summary report** (report should not be older than 30 days)

Provide a Valid certified copy of **B-BBEE certificate** / In the case of EME's a **Sworn Affidavit** on DTI template.
Provide a current or latest **Municipal Rates and Taxes invoice for the Tenderer's office/premises** (not in arrears for more than 90 days) or Where a bidder does not own the premises they reside in, they must provide a certified lease agreement together with the utility bill statement (payments made according to the lease agreement) (not in arrears for more than 90 days) **NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC**
Provide **Municipal Rates and Taxes Invoice for All the Directors (as per CIPC document) of the Company** OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)
Current audited annual financial statements, where the bidder is legally required to have its annual financial statements audited; or Where the bidder is not legally required to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements together with a Public Interest Score (PIS) calculation.
The Tenderer must provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease **(COIDA)** Act No. 130 of 1993. The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award. In cases where the supplier has no employees, COIDA tender letter must be provided. **NB: A supplier who fails to submit a valid Letter of Good Standing may be disqualified, unless the supplier qualifies for a recognized exemption (such as having no employees) and submits a COIDA tender letter.**
Provide Certified copies of South African Identity Documents or Valid Passports of Members, Directors or owner (Copy with original stamp).
Submit all required schedules, documents and annexures indicated in document

NB. Only Bidders who provide supporting documents for all the Mandatory requirements will be considered for further evaluation

STAGE 2: TECHNICAL ELIGIBILITY

Bidders will be evaluated on functionality to determine their ability, experience and capacity to successfully execute the contract.
Only bidders who achieve the minimum threshold of 80 points out of 100 points for functionality will proceed to the price and preference points evaluation stage.

QUALITY ASSURANCE (30)	
The bidder shall demonstrate that all cleaning chemicals, detergents, disinfectants, and related products supplied under this contract comply with applicable South African standards and quality assurance requirements The service provider must provide the following: • SABS certification of registration ISO 9001 – Quality management systems requirements – The manufacturing and supply of cleaning, sanitizing and maintenance, food & beverage, and industrial applications. • SABS permit for cleaning chemicals for use in the food service industry SANS- 1828 • SABS permit for detergents for industrial dishwashing equipment • SANS 232 SABS permit for disinfectants detergents and antiseptics for use in the food industry SANS 1853.	No evidence submitted or evidence does not demonstrate compliance with the minimum requirements = 0 7.5 points per certificate x 4
METHODOLOGY AND WORK PLAN (20 Points)	
The bidder shall submit a detailed methodology demonstrating how the required services will be delivered across all Joburg City Theatres facilities. The methodology should address: • Service delivery approach. • Response times. • Deep-cleaning procedures. • Kitchen hygiene procedures. • Front-of-house and back-of-house cleaning. • Chemical management.	No methodology submitted or the submission is not relevant to the required services= 0 Poor methodology: Addresses only a few of the required elements, lacks detail, provides no clear implementation plan, and does not demonstrate the bidder's ability to deliver the services effectively=5 Good methodology: Addresses most of the required elements, provides a logical service delivery approach, includes quality assurance measures, response

• Health and safety. • Waste disposal. • Quality assurance. • Reporting procedures.	times, health and safety procedures, and reporting processes, but lacks detail in one or two key areas=10 Comprehensive methodology: Clearly addresses all required elements with detailed implementation plans, defined response times, quality assurance procedures, supervision arrangements, health and safety compliance, chemical management, waste disposal, reporting mechanisms, and continuous improvement measures. The methodology demonstrates a clear understanding of JCT's operational environment and the bidder's capability to consistently deliver the required services=20
EQUIPMENT, CHEMICALS AND CONSUMABLES (10 Points)	
The bidder must demonstrate access to sufficient specialized cleaning equipment and food-safe chemicals. The submission should include: • Equipment schedule. • Chemical list. • Safety Data Sheets (SDS). • PPE list.	Comprehensive equipment and chemical schedule=10 Adequate equipment and chemical schedule=5 Limited equipment available=3 No evidence submitted=0
HYGIENE AUDITING AND QUALITY MANAGEMENT (10 Points)	
Preference will be given to bidders able to provide hygiene verification and quality management services.	No quality management or hygiene auditing information submitted=0

The submission should demonstrate the bidder's capability to provide: • ATP or microbiological swab testing (where available). • Hygiene audits. • Inspection reports. • Corrective action reports. • Quality assurance program. • Service performance reporting.	Limited quality procedures submitted (e.g. basic cleaning procedures or internal quality checks only), with no formal hygiene auditing programme=3 Documented Quality Management Programme submitted, including inspection procedures and corrective action processes, but no evidence of hygiene verification (e.g. ATP or microbiological testing) =5 Comprehensive Hygiene Auditing and Quality Assurance Programme submitted, including documented QA procedures, hygiene audits, ATP and/or microbiological testing capability, inspection reports, corrective action procedures, and service performance reporting=10
SIMILAR PROJECTS COMPLETED AND CONTACTABLE REFERENCES (10 POINTS)	
The bidder must demonstrate the experience of the tendering entity in successfully completing projects of a similar nature, scope and complexity in the past 5 years. For each project submitted for evaluation, the bidder must provide the following **corresponding supporting documents**: • An appointment letter, contract, purchase order or similar appointment document issued on the client's official letterhead; and • A corresponding completion certificate or client reference letter confirming the successful completion of the project. The appointment document and completion certificate/reference letter must clearly relate to	No similar projects =0 One project =1 Two – three projects=4 Four projects =5 Five or more projects =10

the **same project** and must contain sufficient information to verify the project details. **Important:** • Points will only be allocated where both the appointment document and the corresponding completion certificate or reference letter are submitted. • Submission of only an appointment letter, contract or purchase order without a corresponding completion certificate or reference letter will **not** be considered for scoring. • Submission of only a completion certificate or reference letter without a corresponding appointment letter, contract or purchase order will **not** be considered for scoring. • Non-corresponding documents submitted for different projects will **not** be considered for scoring. • The appointment documents and completion certificates/reference letters must be duly signed by authorised representatives of the relevant parties. • Where the required supporting documents are incomplete, unsigned, illegible or cannot be verified as corresponding to the same project, **no points will be allocated** for that project.	
IN ORDER TO QUALIFY FOR A SITE VISIT, A BIDDER MUST SCORE A MINIMUM OF 60 POINTS	
SITE VISIT (20 POINTS)	
• Compliance with health and safety standards. • Stock rotation is being religiously followed. • Health and safety file available and sufficiently covers all areas. • Sufficient signage and safety equipment. • Company organogram to be provided, • Drivers' names, Drivers licenses provided & PDP papers provided were required.	20

Functionality Assessment

The evaluation committee reserves the right to:

- Verify any information submitted.
- Contact client references.

- Request clarification where necessary.
- Reject misleading or false information.

Only bidders achieving the minimum functionality threshold of **80 points** will proceed to the next stage of evaluation in accordance
with the Preferential Procurement Policy Framework Act, the Preferential Procurement Regulations, the MFMA and the Joburg City Theatres Supply Chain Management Policy.

STAGE 3: PRICE AND PREFERENCE POINTS EVALUATION

Stage 3 will be evaluated on 80/20 Preference Point System (i.e., 80 points on Price and 20 points on Specific Goals).

Evaluation Using the 80/20 Preference Points System

1) Price [Weighted score 80 points]:

Joburg City Theatres will utilize the following formula in its evaluation of Price:

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

2) Specific Goals criteria [Weighted score 20 points] *[MBD6.1]*

SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

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

15) General

- The quotation must be valid for 120 days from closing date.
- Quotation prices must include delivery and all equipment related to the successful completion of job.
- JCT is not bound to accept any Bid and reserves the right to take up all or a part of the bid.

16) Service Levels

- An experienced account representative(s) is required to work with Joburg City Theatres' Supply Chain Management department. Additionally, there shall be a minimal number of people, fully informed and accountable for the agreement.
- Joburg City Theatres will have regular reviews with the Service Provider's account representative on an on-going basis.
- Joburg City Theatres reserves the right to request that any member of the Service Provider's team involved on the Joburg City Theatres account be replaced if deemed not to be adding value for Joburg City Theatres.
- The Service Provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
    a) Random checks on compliance specifications
    b) On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated service level requirements will give Joburg City Theatres the right to cancel the contract in whole, without penalty to Joburg City Theatres, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	

17) SUMMARY: Post Bid Negotiations

Joburg City Theatres reserves the right to conduct post Bid negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Joburg City Theatres conduct post Bid negotiations, Respondents will be requested to provide their best and final offers to Joburg City Theatres based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277

3. The bidder (Name) …….. Hereby grants Joburg City Theatres Permission to use the following TAX COMPLIANCE STATUS PIN NO …… With reference to the following Tax reference Number……

4. The bidder (Name) ……Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to JCT on an on-going basis during the Contract Term.

5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide JCT authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.

6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.

7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and

8. A bidder, who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

WITNESS 1 _____DATE: _____

WITNESS 2 _____DATE: _____

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete and submit.

(i) A signed, dated and stamped quotation.

1. Notes to Pricing

a. Please indicate your total bid price here: R…… (compulsory)

b. Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.

c. To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

d. Prices quoted must be held valid for a period of 120 [HUNDRED AND TWENTY] days from the closing date of this Bid.

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

e. Please note that should you have offered a discounted price(s), Joburg City Theatres will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

f. Are the rates quoted firm for the full period of the contract?

YES	NO

g. Mandatory: If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g., CPI, and also details of the cost breakdown.

h. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

i. The bidder must supply a detailed quote as an annexure with the full specs of the hardware quoted on to this quote. Failure to meet any of the specifications will result in the bid not being considered.

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution in not jeopardised by an uneconomic bid price.

QUOTATION FORM

I/We_____ hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Joburg City Theatres; and
- Any other standard or special conditions mentioned and/or embodied in this bid document.

I/We accept that unless Joburg City Theatres should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Joburg City Theatres' acceptance thereof shall constitute a binding contract between Joburg City Theatres and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Joburg City Theatres may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Joburg City Theatres in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule
I/We quote as follows for the goods required:

Services Required	Frequency	Price
Site visits in all kitchens providing a detailed report on equipment condition, kitchen hygiene practices by employees, cleanliness of kitchen environments	Monthly	
Onsite training with employees on all chemical usage, equipment usage & hygiene practices	Twice per year	
Hygiene training certificates for all delegates on training	Twice per year	
HACCP checks in all kitchens	Monthly	
Sanitizing bucket stations	Set-up	
Kitchen best practices signage's / charts / stickers Product information charts	Set-up	
Surfaces / employees hands / equipment & utensil swabs	Set-up	
Site visits from Keys accounts manager	Quarterly	

Food Safety training for line staff	Once off	
Food safety training for senior chefs & managers	Once off	
Rental of dishwashers & Soap / detergent dispensers		
Dishwashers		
Hood Machine with Maintenance & Breakdowns Included	Monthly	
Hood Machine With 1 X 20l Wash & 1 X 20l Rinse Chemical Included, With Maintenance & Breakdowns Included	Monthly	
Under Counter Front Loader with Glass Washer Machine. With Maintenance & Breakdowns Included With 1 X 20l Wash & 1 X 20l Rinse	Monthly	
Under Counter Front Loader with Glass Washer Machine. With Maintenance & Breakdowns Included		
Lockable Soaps Dispensers		
Chemical And Cleaning Products		
Dish machine Detergent	2x5lt	
Dish machine Rinse Aid	2x5lt	
Dish machine Detergent	20lt	
Dish machine Rinse Aid	20lt	
Dip It Stain Remover & Coffee Pot Cleaner	2x5kg	
Grease Strip Oven Cleaner	4lt	
Sani Wash N Walk	9.46lt	
Degreaser/Oven Cleaner	2x5lt	
Food Grade Surface Sanitizer	4lt	
Anti Septic Cleaner	25lt	
Anti Septic Cleaner	4lt	
Vegetable Wash	100x28g	
Drain Cleaner	10lt	
Drain Cleaner (Sachets)	36x100ml	
Stainless Steel Polish	4lt	
Foam Sanitizer	25lt	
Peroxide Multi Surface Cleaner	4lt	
Glass Cleaner	4lt	
Floor Polish	2x5lt	
Furniture Polish	4lt	
Floor Cleaner Cater	25lt	
All Purpose / Surface Cleaner	2x5lt	

Manual Potwash Detergent	2x5lt	
Manual Potwash Detergent	20lt	
Dish machine Rinse Aid	20 L	
Rinse Dry Dish Machine Rinse Aid	1x4lt	
Dish machine Tabs 88 4kg	4 Kg	
Lime-A-Way Dish machine Descaler	1x4lt	
Floor Stripper 2x5lt	2x5lt	
Helios Brillant Stainless Steel Polish/ Plate Shiner	6 X 500 ml	
Cleaning Consumables	Packaging	
Spray Trigger White	Each	
Spray Trigger Red	Each	
Spray Trigger Blue	Each	
Spray Trigger Green	Each	
Spray Trigger Yellow	Each	
Spray Bottle 750ml	Each	
Cloth Blue Kimberley Clark 250mm X 40mm	Each	
Cloth Cleaning Microfibre Blue 40 X 40cm	Each	
Cloth Cleaning Microfibre Green 40 X 40cm	Each	
Cloth Cleaning Microfibre Red 40 X 40cm	Each	
Cloth Cleaning Microfibre Yellow 40 X 40cm	Each	
Aluminium Rail Brooms Short	Each	
Plastic Clips Aluminium Rail Each	Each	
Cloth Food Safe Disposable Blue 50s	Each	
Cloth Food Safe Disposable Red 50s	Each	
Cloth Food Safe Disposable Yellow 50s	Each	
Cloth Food Safe Disposable Green 50s	Each	
Cloth Food Safe Disposable White 50s	Each	
Cloth Food Safe Disposable Orange 50s	Each	
Broom Aluminium Classic Blue	Each	
Broom Aluminium Classic Green	Each	
Broom Aluminium Classic Red	Each	
Broom Aluminium Classic Yellow	Each	
Mop With Handle Complete HACCP Blue	Each	
Mop With Handle Complete HACCP Green	Each	
Mop With Handle Complete HACCP Yellow	Each	
Mop With Handle Complete HACCP Red	Each	
Bucket & Wringer 36lt Blue	Each	
Bucket & Wringer 36lt Green	Each	
Bucket & Wringer 36lt Red	Each	
Bucket & Wringer 36lt Yellow	Each	

Dustpan And Scoop Long Handle	Each	
Floor Wet Signage 2 Piece	Each	
Nail Brush 175	Each	
Bodysuit Coverall White	Each	
First Aid Box Metal with Contents Regulation 7	Each	
Plastic Aprons	Each	
Foot Ware Shoe Mitt Disposable	Each	
Gloves Plastic 50's Disposables	Each	
	Sub-Total	
	Vat	
	Total	

Pricing Instructions

1. All prices shall be quoted in South African Rand (ZAR).
2. The quoted prices shall be firm for the duration of the contract, subject only to approved price adjustments in accordance with the Special Conditions of Contract, where applicable.
3. The unit prices quoted shall include all costs associated with the supply and delivery of the goods, including:
    - Packaging;
    - Handling;
    - Transportation;
    - Delivery;
    - Off-loading;
    - Insurance; and
    - Any other incidental costs necessary to fulfil the contract.
4. VAT shall be indicated separately, where applicable.
5. The total bid price shall be calculated as the total of the unit prices plus VAT.
6. Bid prices shall remain valid for a period of hundred and twenty (120) days from the bid closing date.
7. The quantities reflected in the Pricing Schedule are estimated quantities for evaluation purposes only and do not constitute a guarantee of purchase.
8. Orders will be placed on an as-and-when-required basis by means of official Purchase Orders issued by Joburg City Theatres.
9. Joburg City Theatres reserves the right to increase, decrease, or omit quantities in accordance with operational requirements and available budget.
10. Unit prices shall be used for bid evaluation, contract administration, and the pricing of any additional quantities required during the contract period.

Important Notes

a) Bidders are encouraged to submit realistic, competitive, and sustainable prices. Unreasonably low or unbalanced pricing may be subject to further clarification by Joburg City Theatres.
b) In the event of any discrepancy between the unit price and the extended (total) price, the unit price shall prevail, and the total shall be corrected accordingly.

c) Pricing shall be submitted strictly in accordance with the prescribed Pricing Schedule. Failure to use the prescribed format may result in the bid being declared non-responsive.
d) No additional charges for packaging, transport, delivery, handling, off-loading, insurance, or any other incidental costs will be accepted after bid closing.

Price Adjustment

Where applicable, price adjustments shall be considered once every twelve (12) months and only upon submission of:

- A written request by the Contractor at least thirty (30) days before the proposed adjustment date;
- Documentary evidence supporting the increase (e.g. supplier price lists, manufacturer notices, or relevant indices);
- Justification demonstrating that the increase is beyond the Contractor's reasonable control.

Any approved price adjustment shall:

- Be subject to the Employer's approval;
- Not apply retrospectively;
- Apply only to undelivered orders placed after the effective date of approval;
- Be based on verifiable market conditions and relevant indices where applicable.

Discounts

Bidders may offer unconditional discounts.

Description	Percentage (%)
Prompt Payment Discount	
Volume Discount	
Other Discount	

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this bid, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated in **Section 2, (Conditions and Evaluation of bids)** and Joburg City Theatres will recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED _____DATE_____

PRINT NAME _____DESIGNATION _____

SECTION 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: ……

3.2 Identity Number:……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state* YES / NO

3.6.1 If so, furnish particulars ……

……

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars……

……

---

* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid YES / NO

3.8.1 If so, furnish particulars .....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.9.1 If so, furnish particulars.....

.....

3.10Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES/ NO

3.10.1If so, furnish particulars .....

.....

3.11Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1If so, furnish particulars.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

....

Signature Date

....

Position Name of Bidder

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

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

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

1.GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2.DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000).

3.FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{Or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where?

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

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

3.2.1 POINTS AWARDED FOR PRICE

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,min}{P\,min}\right) \quad \text{Or} \quad Ps = 90\left(1 + \frac{Pt - P\,min}{P\,min}\right)$$

Where?

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

4.POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals

stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (05)	
81 - 100	5	
61 -80	4	
41 - 60	3	
21 - 40	2	
1 -20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91 -100	8	
81- 90	7	
71 - 80	6	
61 - 70	5	
51 - 60	4	
41 - 50	3	
21 - 40	2	

1 -20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81 - 100	6	
71 - 80	5	
61 - 70	4	
41 - 60	3	
31 - 40	2	
1 -30	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

Table 2 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (2)	
51 - 100	2	
1 - 50	1	
0%	0	
Percentage (%) Ownership by Women	Points (4)	
81 - 100	4	
61-80	3	
21-60	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Youth	Points (3)	
71 - 100	3	
41 - 70	2	
1 - 40	1	
0%	0	
Percentage (%) Ownership by	Points (1)	

Disability		
1 - 100	1	
0%	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm…….

4.4 Company registration number: ……..

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Item	Question	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Item	Question	Yes	No
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……..

Signature Date

…… ……..

Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1) This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3) Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

    a) take all reasonable steps to prevent such abuse;

    b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

    c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4) This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID 00402/26: Restaurant & Kitchen Hygiene for Joburg City Theatres Kitchens and Front & Back of House Areas on An "As and When" Needs Basis

In response to the invitation for the bid made by:

JOBURG THEATRE (SOC) LTD t/a JOBURG CITY THEATRES
(Municipal Entity)

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

I certify, on behalf of:_____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    a) has been requested to submit a bid in response to this bid invitation;
    b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

…… ……

Signature Date

…… ……

Position Name of Bidder

SECTION 4:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

8 May 2007

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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 goods 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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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

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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

(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, 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.

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 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, 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.

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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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 supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.