Private Bag X9037, PIETERMARITZBURG, 3200
Moses Mabhida Building, 300 Langalibalele Street, Pietermaritzburg, 3200
Tel: 087 121 9411
Website: www.kznonline.gov.za

INVITATION TO BID – BID KZNB 60P 2026/2027: APPOINTMENT AND ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF CATERING SERVICES FOR THE EXECUTIVE TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Company Name	

The KwaZulu Natal Office of the Premier hereby invites suitably qualified and experienced service providers to submit bids for inclusion on a panel to provide VIP/Executive Catering Services to the KwaZulu-Natal Office of the Premier for a period of thirty-six (36) months. This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Preferential Procurement Regulations.

The evaluation criteria are divided into three (3) stages:

1. **PHASE 1: SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE**

(a) Bid submitted must be complete in all respects.
(b) A bidder must comply with applicable Supply Chain Management (SCM) prescripts outlined in the bid document.
(c) A non-compulsory briefing session will be conducted.

Failure to comply with the Supply Chain Management Administrative Compliance may result in the offer being considered non-responsive and may be rejected.

2. **PHASE 2: MANDATORY REQUIREMENTS**

A bidder must comply will all the mandatory requirements outlined in the bid document. Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.

a) Valid Certificate of Acceptability (R368) for food premises from the municipality for the current facility they are operating.
b) Valid Halaal certification issued by SANHA (South African National Halaal Authority) which could be sub-contracted
c) Submit Liability Insurance cover of R5 Million which shall remain valid for the duration of the panel period

Failure to comply with the Phase 2 Requirements shall result in the offer being considered non-responsive and shall be rejected.

3. PHASE 3: EXECUTION CAPACITY/FUNCTIONALITY

PHASE 3A: Desktop Evaluation

To assess the execution capacity of the bidder, the under-listed documents must be submitted with the bid on the closing date and time of the bid:

(a) Proven Track record (Traceable Reference Letters from previous / current clients in the catering services)
(b) Chef Experience and qualification in the catering environment (CV of Chef with contactable references indicating 5 or more years' catering environment)
(c) Chef Qualification
(d) Facilities – The bidder must have an operational catering facility where the food is prepared.

Bidders who did not meet a minimum threshold of 75% on Desktop Evaluation will be disqualified for further evaluation – which is Phase 3B

PHASE 3B: Site Inspection, Set-up and Food Tasting

To assess the execution capacity of the bidder, through site-inspection of the bidders' facilities, set-up and food tasting:

(a) Cleaning and hygiene Inspection
(b) Kitchen Facility and Catering Equipment
(c) Food Tasting and Set-up: Service providers will be given list of ingredients to prepare for the food tasting, the food will be judged on flavour, taste, presentation, texture & doneness.
(d) Transport and Food in Transit – Proof of ownership or access must be provided.

Bidders who did not meet a minimum threshold of 70% on Site Inspection, Set-up and Food Tasting will be disqualified and not be listed into a panel.

ACCESS TO OF BID DOCUMENT

Free Download of Bid Document

The bid document can be downloaded on the Departmental website at: **http://www.kznonline.gov.za** and e-Tender Portal: www.etenders.gov.za

NON-COMPULSORY BRIEFING SESSION

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

Platform	**:** MS Teams
Date	**:** 03 December 2026
Time	**:** 10h00
Meeting Type	**:** Briefing Session
Link to Join briefing	**:** Click Here to Join the Meeting

Meeting ID: 393 337 074 797 598 0
Passcode: sw9yk2XE

CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:
Ms. D. Msomi. (087) 121 9411 and e-mail: dumisile.msomi@kznpremier.gov.za

Technical enquiries may be directed to:
Mr. S. Zondo: Tel no: 082 888 5460 or via e-mail at sifiso.zondo@kznpremier.gov.za
Mr. L. Dladla:Tel no: 060 876 0252 or via e-mail at lindani.dladla@kznpremier.gov.za

CLOSING OF BID:

The closing date and time for receipt of Tenders is **15 December 2026 11h00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor by the SAPS booth at the Moses Mabhida Building

Attention: Ms D. Msomi
Supply Chain Management Unit
KZN Office of the Premier
300 Langalibalele Street
Pietermaritzburg
3201

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DEFINITIONS

1. **"Acceptance bid"** means any bid which, in all respects, complies with the specifications and conditions of
bid as set out in the bid document under bid number

2. **"Bid"** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number

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

4. **"Contract"** means the agreement that results from the acceptance of the bid by the Department.

5. **"Control"** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

6. **"Department"** means the KwaZulu-Natal Office of the Premier.

7. **"Equity Ownership"** means the percentage of ownership and control, exercised by individuals within an enterprise.

8. **"Specific goals"** means the inclusion of the following:
   (i) contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability
   (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL OFFICE OF THE PREMIER					
BID NUMBER:	**KZNB 60 P 2026/2027**	**CLOSING DATE:**	**15 DECEMBER 2026**	**CLOSING TIME:**	**11h00**
DESCRIPTION	**APPOINTMENT AND ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF CATERING SERVICES FOR THE EXECUTIVE TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

LOWER GROUND FLOOR, MOSES MABHIDA BUILDING,

CORNER 300 LANGALIBALELE STREET AND ARCHBELL STREET (PREVIOUSLY KNOWN AS LONGMARKET STREET),

PIETERMARITZBURG

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms. D.Msomi	CONTACT PERSON	Mr S. Zondo:
TELEPHONE NUMBER	(087) 121 9411	TELEPHONE NUMBER	082 888 5460
E-MAIL ADDRESS	dumisile.msomi@kznpremier.gov.za	E-MAIL ADDRESS	sifiso.zondo@kznpremier.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ 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 THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? . ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? . ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? . ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

SECTION A

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ……, WHO REPRESENTS (state name of bidder) ……CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION E

PRICING SCHEDULE – FIRM PRICES –
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE 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

Name of bidder: …… ----------	Bid number: **Refer to SBD 1**
Closing Time**: Refer to SBD 1**	Closing date**: Refer to SBD 1**

Price and Specific Goals will be determined and applied when the panel is established, considering the Department's Strategic Objectives and the Departmental SCM Policy

Quotations will be requested from Panel members for a Specific Assignments

SECTION F (SBD 4)
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1. If so, furnish particulars:
……
……

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

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

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

SECTION H

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:……..

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

(SBD 6.1) SECTION G

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

Price and Specific Goals will be determined and applied when the panel is established, considering the Department's Strategic Objectives and the Departmental SCM Policy

Quotations will be requested from Panel members for a Specific Assignments

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

1.9 "Delivery ex stock" means immediate delivery directly from stock on hand.

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

1.1 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.

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

7.3.1 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

7.3.2 a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

14 Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

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

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

15.6

16 Payment

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

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

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

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

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

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

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

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

22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 21.

23 Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

25 Force Majeure

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

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

26 Termination for insolvency

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

27 Settlement of Disputes

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

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

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

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

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

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

28 Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,

provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29 Governing language

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

30 Applicable law

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

31 Notices

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

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

32 Taxes and duties

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

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

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

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

SECTION J

SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. CONTRACT PERIOD

1.1 Successful bidders will be appointed for a period of thirty-six (36) months.
1.2 The KwaZulu-Natal Office of the Premier reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

2. FALSE DECLARATION

2.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
2.2 Any false declaration or intentional omission of relevant facts shall lead to disqualification.

3. AWARD OF BIDS

3.1 The service providers will be appointed into panel and the request for quotations will be issued to service providers in the panel.

4. ORDERS

4.1 Services shall be rendered only upon receipt of a written official order from the Department as per the contract.

5. WARRANTS

5.1 The awarded bidder warrants that it can deliver to the satisfaction of the Department.
5.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

6. PAYMENT AND INVOICING

6.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
6.2 Payment will be made to the awarded bidder only.

7. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

7.1 No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Accounting Officer.

8. CANCELLATION

8.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

9. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

9.1 The Department will verify the tax compliance status of a bidder through CSD.
9.2 Bidders must ensure that their tax matters are compliant with CSD.

10. CENTRAL SUPPLIERS DATABASE (CSD)

10.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
10.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
10.3 All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
10.4 Failure to comply with any of the above will result in the bidder being disqualified.

11. STATUTORY CHECKS

11.1 Central Suppliers Database
11.2 CIPC
11.3 Database of Defaulters (Restricted Suppliers)

12. COMPLETENESS OF THE BID DOCUMENT

12.1 The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms).

13. SUBMISSION OF BIDS

Bids are to be submitted at the Office of the Premier, Lower Ground Floor, Corner 300 Langalibalele Street and Archbell Street, Pietermaritzburg before **15 December 2026 at 11:00 am.** All bids are to be deposited in the bid box situated by the SAPS booth. Late bids shall not be accepted.

14. EXPENSES INCURRED IN PREPARATION OF BIDS

The Department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

15. NOTIFICATION OF AWARD OF BID

15.1 The publication of an award will be advertised in the same media as the invitation to bid.
15.2 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.
15.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

16. CONTRACT AND SERVICE LEVEL AGREEMENT

16.1 The successful bidder shall be required to enter into a Service Level Agreement with the Department.
16.2 The bid document constitutes a legal document and a binding contract.

17. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials; and no query received after this date: **08 December 2026** will be not entertained**.**

SCM enquiries may be directed to:
Ms. D Msomi Tel. No. (087)121 9411 and e-mail at dumisile.msomi@kznpremier.gov.za

Technical enquiries may be directed to:
Mr. S. Zondo: via email at sifiso.zondo@kznpremier.gov.za
Mr. L. Dladla: via email at lindani.dladla@kznpremier.gov.za

Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries.

18. JOINT VENTURES/CONSORTIUM

18.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.

18.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.

18.3 Should the parties enter a JV, the JV Agreement should reflect a lead partner and the following nominations:

(i) Bank account to be used for the purpose of this Bid or Contract.
(ii) authorized representative and signatory.
(iii) Authorized letterhead, address, etc.

19. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

19.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

20. UNDERTAKING

20.1 In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -

20.1.1 Directors, shareholdings, membership and/or management;
20.1.2 Constitution, memorandum and/or articles;
20.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
20.1.4 Change in specific goals issued with the bid;
20.1.5 Any changes ancillary to the above.

20.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are affected of the details of the proposed changes.

20.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following: -

20.3.1 Directors, shareholdings, membership and/or management; trustees;
20.3.2 Constitution, memorandum and/or articles; trustee;

20.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
20.3.4 Change in specific goals issued with the bid;
20.3.5 Any changes ancillary to the above.

20.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.

20.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -

20.5.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector;
20.5.2 has been 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);
20.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
20.5.4 has died or ceased to exist;
20.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
20.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.

20.6 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -

20.6.1 immediately cancel the contract;

20.6.2 revisit the contract and issue directives regarding the remaining term of the contract;
20.6.3 engage the services of other parties and service providers;

20.6.4 engage the service of the next favourable bidder;

20.6.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;

20.6.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;

20.6.7 cancel the contract and claim any damages which the province may suffer by having to make less favourable arrangements after such cancellation;
20.6.8 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

21. VALIDITY OF BIDS

26.1 Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby the Department may request the bidders to extend the validity period. Should this occur, the Department will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

22. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

a) The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

b) The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

c) The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

d) The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

e) Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:
Email: Batsecretariat@kzntreasury.gov.za
The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION K

TERMS OF REFERENCE/ SPECIFICATION

APPOINTMENT AND ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER CATERING SERVICES FOR THE EXECUTIVE TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE AND BACKGROUND

1.1. The KwaZulu-Natal Office of the Premier (KZN OTP) seeks to establish a panel of suitably qualified and experienced catering service providers to support Executive Council meetings, Cluster meetings and other official meetings and functions hosted by KZN OTP.

1.2. The panel will provide reliable, professional catering services on an as-and-when-required basis, including for meetings arranged at short notice. Services must meet the standards of quality, presentation, punctuality and discretion required for VIP and executive engagements.

1.3. Meals must be prepared at the service provider's compliant off-site premises and transported to the venue specified in each order. This appointment does not establish a daily staff catering service or require the operation of a permanent kitchen at KZN OTP.

2. DURATION AND NATURE OF APPOINTMENT

2.1. The panel will operate for thirty-six (36) months from the commencement date specified in the appointment documentation.

2.2. Appointment to the panel does not guarantee a minimum number of orders, an equal allocation of work or any minimum expenditure. Each assignment is subject to an authorised order and the availability of funds.

2.3. Each appointed service provider must conclude a framework Service Level Agreement (SLA) with KZN OTP before commencing services. Individual orders will specify the requirements and agreed cost of each assignment.

3. SCOPE OF SERVICES

3.1. Services include preparation of meals in accordance with menus provided by the Executive Council Office, procurement of ingredients, off-site preparation, packaging, transport, delivery, set-up, service where required, clearing and removal of catering equipment and waste.

3.2. Catering must include meals and non-alcoholic beverages, together with the equipment, staff and consumables specified in the order.

3.3. Services may be required at KZN OTP offices and other designated venues throughout KwaZulu-Natal. Bidders must demonstrate their delivery capacity and identify any geographical or operational limitations.

3.4. The number of guests, venue, menu, dietary requirements, service format and delivery and collection times will be confirmed for each assignment. Services falling outside the advertised scope may not be added merely by informal agreement.

4. MENUS AND DIETARY REQUIREMENTS

4.1. Catering categories may include full and light breakfasts; morning and afternoon tea refreshments; regular, full and finger lunches; three-course meals; vegetarian meals; meat, fruit and mixed platters; and traditional cuisine, as specified in the menu provided for each service.

4.2. In view of the various dietary requirements of Members of the Executive Council, the Executive Council Office will provide a specific menu for each catering service required. The menu and accompanying instructions will specify the dishes, portions, accompaniments, beverages and dietary requirements to be catered for. The service provider must prepare and supply meals in accordance with these requirements.

4.3. Service providers must accommodate the dietary requirements specified in each order, including religious, cultural, vegetarian, halaal and kosher requirements. Any limitation must be disclosed before the order is accepted.

4.4. Where certified halaal or kosher catering is required, valid certification covering the relevant food or supplier must be provided. Any specialist sourcing arrangement must be disclosed to and approved by KZN OTP; the appointed service provider remains responsible for delivery and quality.

4.5. Special meals must be clearly labelled, packaged separately where necessary and handled to prevent cross-contact. Ingredient and allergen information must be available. The provider must immediately disclose any inability to meet a specified allergy-related requirement.

4.6. Ingredients must be fresh, safe, suitable for their intended use and within applicable use-by or expiry dates. Food must retain adequate shelf life for preparation, delivery and consumption. Spoiled, contaminated or expired food may not be supplied.

4.7. No menu item, ingredient or agreed quantity may be substituted or changed without the prior written approval of the Executive Council Office.

5. OFF SITE FACILITIES AND EQUIPMENT

5.1. The service provider must have lawful access to a suitably equipped food preparation facility with adequate preparation and storage areas, potable water, hot-water facilities, electricity or a suitable alternative energy supply, and refrigeration appropriate to the service.

5.2. All preparation premises must hold a valid Certificate of Acceptability issued by the relevant local authority. KZN OTP may inspect the proposed premises before appointment using the requirements and inspection criteria disclosed in the bid documentation. Further inspections may be conducted during the contract.

5.3. The provider must supply and maintain its own equipment, utensils, crockery, cutlery, glassware, serving equipment and consumables. These costs must be included in the applicable quoted rates unless the pricing schedule expressly provides otherwise.

5.4. The provider must maintain arrangements to manage interruptions to water, power, refrigeration, staffing or transport without compromising food safety or delivery commitments.

5.5. Food preparation at KZN OTP or an event venue is prohibited unless expressly approved in writing and permitted by the venue's facilities and applicable health and safety requirements. Approved warming, plating and service must also comply with these requirements.

6. ORDERING AND ALLOCATION OF WORK

6.1. Work will be allocated on a rotational basis; from the list of approved service providers on the panel. Quotations will be requested as and when goods & services are required,

6.2. The methodology of work allocation will be rotating service providers in the panel

6.3. The department may deviate and not utilise this panel of caterers in cases where event panel utilised or any other exceptional cases

6.4. Orders will be allocated through a quotation-based rotational system. The department may consider availability, locality, capacity, urgency and previous performance when allocating work amongst panellists.

6.5. Executive Council Office will provide a specific menu and a written brief stating the date, venue, guest numbers, dietary requirements, service requirements and required times for each service. The provider must confirm its ability to deliver the prescribed menu, availability, capacity and total price in writing within the period specified in the request.

6.6. Services may commence only after an authorised purchase order or other written authorisation permitted under KZN OTP's approved procurement procedures has been issued. Changes affecting cost require prior approval through the same procedures.

6.7. For urgent requirements, a turnaround time of three (3) hours may be requested from receipt of the authorised order to delivery. The provider must promptly confirm whether the specified menu, quantities and location can be accommodated safely within that period. The agreed commitment must be recorded in writing.

6.8. If a provider cannot fulfil a request, KZN OTP may approach another panel member in accordance with the approved allocation method. Reasons for bypassing a provider or departing from the normal sequence must be recorded.

6.9. KZN OTP may procure services outside the panel were authorised under the applicable procurement procedures. Panel membership does not confer exclusivity.

7. PRICING AND PAYMENT

7.1. Bidders must complete the prescribed pricing schedule, stating the price per person or plate for each meal category and the price per platter or other specified unit where applicable. VAT status and the VAT treatment of each price must be clearly shown.

7.2. Rates must identify all inclusions, including ingredients, preparation, packaging, staff, equipment, set-up, service and clearing. No undisclosed service, hire or administration charge will be accepted.

7.3. Orders will be issued and invoices submitted against the order when goods and services have been delivered.

7.4. Each invoice must quote the purchase order number and include the event date, services and quantities supplied, agreed rates, approved extras and signed delivery or service confirmation. Payment is subject to verification and the payment terms in the contract.

7.5. Cancellation, postponement and changes to confirmed quantities must be handled under the conditions disclosed in the bid and SLA. Any allowable cancellation charge must be supported and approved under those conditions.

8. DELIVERY AND SERVICE STANDARDS

8.1. Meals and equipment must arrive and be ready for service at the times specified in the order. The provider must immediately notify the designated KZN OTP representative of any risk of delay and the proposed corrective action.

8.2. Food must be transported in clean, suitable vehicles and protected containers that prevent contamination and maintain required temperatures. Raw and ready-to-eat foods, special meals and cleaning chemicals must be appropriately separated.

8.3. Food must be presented neatly in clean, appropriate serving dishes or food-grade disposable packaging, as specified in the order. Containers must be secure and suitable for the contents and transport conditions.

8.4. The provider must nominate a contract contact person and a responsible supervisor for each assignment. The supervisor must be available during delivery, set-up, service and clearing, as applicable.

8.5. Adequately trained personnel must be deployed for the agreed service. Personnel must be courteous, suitably dressed in clean identifiable uniforms and provided with protective clothing and equipment appropriate to their duties.

8.6. All personnel and vehicles must comply with KZN OTP and venue security, access and emergency procedures. Names and vehicle details must be provided when requested, and any substitutions communicated promptly. Personnel may be subject to authorised security checks.

8.7. The provider must protect confidential information encountered during meetings and functions. Staff may not disclose meeting information or take or publish photographs without authorisation.

8.8. The KZN OTP representative will verify quantities, presentation, timeliness and apparent condition on delivery. Signing a delivery note does not waive the right to report a subsequently identified defect.

9. FOOD SAFETY AND HYGIENE

9.1. The provider must comply with applicable food safety requirements, including the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and the Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters, R638 of 2018, as amended.

9.2. Certificates, licences and permits applicable to the premises and activities must remain valid throughout the appointment. Changes affecting compliance or approved preparation premises must be reported promptly to KZN OTP.

9.3. Staff must be trained in food hygiene, safe handling, cleaning and relevant emergency procedures. Personnel with a condition that may contaminate food must not undertake food-handling duties until safe to do so. Relevant training and fitness-to-work records must be available for lawful verification.

10. CLEANING AND OCCUPATIONAL SAFETY

10.1. The provider is responsible for daily cleanliness of its preparation and storage premises and for cleaning the areas it uses at each event. Waste must be contained in suitable bins or refuse bags and removed safely after the service or at an agreed collection time.

10.2. A documented pest-management programme must be maintained, with monitoring and treatment appropriate to the facility and any competent authority's requirements. Pest-control products must be used safely and kept separate from food.

10.3. The provider must comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), applicable regulations and local by-laws relating to fire safety, water, sanitation and nuisance control.

10.4. Regulations Governing General Hygiene Requirements or Food Premises and the Transport of Food

10.5. Compensation for Occupational Injuries and Diseases Act (must be registered, if successful).

11. PROPERTY AND TEMPORARY STORAGE

11.1. Where KZN OTP property is made available for use, the parties must record its condition and inventory before and after use. The provider must repair or replace property damaged through its negligence or that of its personnel, subject to verification and the contract's liability provisions.

11.2. No temporary storage will be provided to any service provider. All equipment must be collected after the services has been provided. The Office of the KZN OTP will not be responsible for any loss, damage and liability that occurred during the provision of service.

12. PERFORMANCE AND CORRECTIVE ACTION

12.1. KZN OTP will monitor punctuality, food quality and safety, portion sizes, compliance with dietary requirements, presentation, staff conduct and clearing of venues.

12.2. Non-conforming services must be recorded and promptly addressed. Unsafe food must not be served. KZN OTP may require replacement or other corrective action appropriate to the failure.

12.3. Any rejection, payment adjustment, penalty, suspension or termination must follow the grounds, calculation method, notice requirements and process set out in the contract. These remedies must be defined before appointment.

13. BIDDER INFORMATION AND SUPPORTING EVIDENCE

13.1. Bidders must provide a business profile describing relevant catering experience, key personnel, available equipment, food preparation premises, transport arrangements and capacity to deliver the required services.

13.2. Bidders must submit verifiable written references for comparable catering assignments. References must identify the client, nature and period of service and a contact person.

13.3. Supporting documents must include the Certificate of Acceptability for the proposed food preparation premises; applicable licences and compliance documents; evidence of access to the premises; and dietary certification where relevant to the services offered.

13.4. Bidders must describe their capacity to prepare and supply meals according to menus and dietary requirements provided by the Executive Council Office and submit a completed pricing schedule, an outline of food-safety and transport controls, and arrangements for urgent requests and service interruptions.

SECTION L

EVALUATION CRITERIA

1. EVALUATION CRITERIA

The Evaluation Criteria will consist of the following three (3) phases:

1.1 Phase 1 - Supply Chain Management Administrative Compliance

(i) Bids submitted must be complete in all respects

(ii) The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

Compulsory Bid Forms		**Tick to indicate submission**
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION D	NON-COMPULSORY BRIEFING SESSION	
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	
SECTION H	AUTHORITY TO SIGN THE BID	

Failure to comply with the Supply Chain Management Administrative Compliance may result in the offer considered non-responsive and may be rejected.

1.2 Phase 2: Mandatory requirements

The following mandatory documents must be submitted with the bid at time of closing of the bid:

SCHEDULE	**MINIMUM REQUIREMENTS**	**EVIDENCE TO BE PROVIDED**
Schedule 1	Certificate of Acceptability (R368) for food premises from the municipality for the current facility they are operating	Bidder must attach a valid copy of Certificate of Acceptability
Schedule 2	Halaal certification issued by SANHA (South African National Halaal Authority) which could be sub-contracted	The bidder must provide a certified valid and recognised copy of certificate for being Halaal or a certified valid and recognised certificate for a sub-contracted/ outsourced service providers to be used by the bidder.
Schedule 3	Submit Liability Insurance cover of R5 Million which shall remain valid for the duration of the panel period	Liability Insurance Cover / Quotation not older than 3 months

Failure to comply with the Mandatory Requirements shall result in the offer considered non-responsive and shall be rejected

1.3 Phase 3: Functionality

1.3.1 Phase 3A: Desktop Evaluation

a) The following evidence will be used to assess the execution capacity of the bidder. It is therefore compulsory that the following proof must be submitted with the bid at the time of closing of bid:

- Reference letters
- CV of Chef
- Qualification of Chef
- Facility ownership or access

b) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

c) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

d) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

e) The panel members will individually evaluate the responses received against the following criteria as set out below

f) Bidders will be evaluated on the functionality evaluation criteria in a table below:

PHASE 3A: Criteria

#	Criteria	Maximum Score	Scoring
1.	**A) Proven Track Record** **Bidders Experience within the Catering Environment.** Company's experience in the catering service: Bidders must attach the Office of the Premier returnable project reference form **(Annexure A and Annexure B)** signed, dated with contact person and contact number of client/s for whom similar services have been rendered for five (5) years **Number of years (experience) in catering environment.** **Evidence**: Letters that do not reflect all the information as required will not be considered	15	➢ More than 10 years' experience = 15 points ➢ 5 to 10 years of experience = 10 Points ➢ Less than 5 years of experience= 0 points

#	Criteria	Maximum Score	Scoring
	B) Proven Track Record **Bidders Experience within the Catering Environment.** **Service Performance as per the Office of the Premier reference form (Annexure A)** **Evidence**: Letters that do not reflect all the information as required will not be considered	15	➢ Excellent = 15 points ➢ Good = 10 Points ➢ Poor= 0 points
2.	**Chef Experience** CV of Chef with contactable references indicating 5 or more years in catering environment) **Note:** Years of experience will be calculated from Chef work history as listed under (Starting date & end dates in months & years must be clearly stated in the CV)	15	➢ More than 10 years' experience = 15 points ➢ 5 to 10 years of experience = 10 Points ➢ Less than 5 years of experience= 0 points
3.	**Chef Qualification** Relevant NQF Level Qualification	5	➢ NQF Level 6 = 5 points ➢ NQF Level 5 = 3 points ➢ No Qualification = 0 points
4.	**Kitchen Facility** Submit lease agreement/water/rates account under company name **Additional evidence:** Pictures of facility	10	➢ Bidder has an operational catering facility = 10 points ➢ Bidder does not have an operational catering facility = 0 points
	Total	60	
	Minimum Threshold	**75%**	

Bidders who did not meet a minimum threshold of 75% on Desktop Evaluation Criteria will be disqualified for further evaluation to Phase 3B. The bidders must score 45 points

1.3.2 Phase 3B: Site Inspection, Set-up and Food Tasting

a) The Phase 3B evaluation will involve site visits, presentations and demonstrations:

Criteria	Points
Cleaning and hygiene Inspection The following will be inspected: **NB:** No points will be allocated if the criteria below are not met. ▪ Whether waste and unwanted items are removed from the catering facility area = *1 Point* ▪ All available dustbins are cleaned and kept at defined/ marked area = *1 Point* ▪ Staff wearing appropriate uniform /safety clothing = *1 Point* ▪ Storage and classification of foods/materials i.e. **Chicken not mixed with pork** = *1 Point* ▪ Proper arrangement for disposal of food waste = *1 Point* ▪ All floors and walls of the catering facility are cleaned properly = *1 Point* ▪ All utensils and equipment used in the canteen are cleaned = *1 Point* ▪ No foul smell observed = *1 Point* ▪ A valid Certificate of acceptability (R368) for food premises issued by the Municipality is displayed = *1 Point* ▪ Occupational health and safety certification is displayed = *1 Point*	10
Kitchen Facility and Catering Equipment Kitchen Facility and Catering Equipment – *The Kitchen Facility details provided in Phase 3A will be the one to be visited by the evaluation team* ▪ Pots = *2 Points* ▪ Fridge = *2 Points* ▪ Stove = *2 Points* ▪ Cutlery (Including chafing dishes) = *2 Points* ▪ Dishwashing Area - Sink or Dishwasher = *2 Points*	10
Food Tasting and Set-up **Serving and Presentation** Service providers will be given list of ingredients to prepare for the food tasting, the food will be judged on flavor, taste, presentation, texture & doneness Fresh and colourful, easy to eat, closely placed items for maintaining temperature, hot/cold serving plate, stylistic but practical. ▪ Set-up ▪ Serving and Presentation meet the above = *1 point* ▪ Portion size and nutritional balance are provided = *3 points* **(combination of vegetables, carbohydrates, protein and healthy fats)** ▪ Menu and Ingredients Compatibility (recipe, ingredients complement each other in colour, flavour, and texture and (the ingredients balanced in size and amounts) = *2 Points* ▪ Creativity and showing something modernized = *2 Points* ▪ ***Flavour and taste - balance of salt, sweetness, acidity etc.)*** ▪ Flavour and taste meet the above= *2 points*	10

Criteria	Points
Transport and Food in Transit ▪ Own transport = 10 points ▪ Access to transport (Lease Agreement) = 5 points ▪ No transport = 0 points *Request for vehicles to be on site on the day of site visit – Bidders to produce proof of ownership (Logbook) or lease agreement*	10
Total	**40**
Minimum Threshold	**70%**
Bidders who did not meet a minimum threshold of 70% on Site Inspection, Set-up and Food Tasting will be disqualified and not be listed into a panel. The bidder must score 28 points	

ANNEXURE A

PROJECT REFERENCE FORM

NAME OF BIDDING COMPANY:					
PREVIOUS CLIENT/EMPLOYER NAME:					
DESCRIPTION OF PROJECT COMPLETED:					
VALUE OF WORK COMPLETED:					
DURATION AND DATE COMPLETED:					
START DATE:			**END DATE:**		
……	…….....	……	……	……...	……
Day	*Month*	*Year*	*Day*	*Month*	*Year*

1. Please score the service performance of the Bidder on the above-mentioned project, by inserting "Yes" in the relevant box below:

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

2. Would you consider working with this bidder in the future

Yes	No	Reason

3. Would you recommend this bidder to offer the same services to the KZN Office of the Premier

Yes	No	Reason

Full Name of Authorised Signatory of Project Manager……..

Contact Number ……..

Email address ……

Signature …… Date ……

Incomplete, and unsigned form will not be accepted. The KwaZulu – Natal Office of the Premier reserves the right to contact any Client Company listed as a reference.

ANNEXURE B

Evidence of track record in providing similar services. The bidder must complete the below table:

#	Contract Description	Date of Project	Contract Duration	Amount	Contact Person (Client)	Contact Number (Client)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Please attach supporting purchase orders or appointment letters