NELSON MANDELA UNIVERSITY

PO Box 77000, Nelson Mandela University, Port Elizabeth, 6031, South Africa *mandelauniversity.ac.za*

ADVERTISEMENT: REQUEST FOR PROPOSAL

PROVISION OF LEASING OF FOOD TRUCKS, CONTAINERS OFFERING A VARIETY OF SERVICES AND VENDING MACHINES FOR NELSON MANDELA UNIVERSITY FOR A PERIOD OF 3 YEARS.

RFP5240/27/10/2026/NY

Closing date: 27 November 2026 at 12h00
Compulsory Site Briefing: 09 Nov at 09h30- South Campus Auditorium

NAME OF BIDDER(S)	

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Annexure A

REQUEST FOR PROPOSALS

Nelson Mandela University invites **proposals from qualified and experienced food trucks, containers, vending machines offering a variety of services** at the designated sites on campus.

Prospective bidders interested in the **provision and leasing of food trucks, containers and vending machines offering a variety of goods and services at Nelson Mandela University for a period of five (5) years** are hereby invited to submit proposals in accordance with the requirements and specifications set out herein. All proposals must be submitted in a **sealed envelope, 1 (one) bound hard copy and electronic PDF file (USB)** bearing the proposal number, proposal description and closing time and date. Provision of Leasing for provision of sites for food trucks, containers, vending machines offering a variety of services for Nelson Mandela University for a period of 5 years**: RFP5240/27/10/2026/NY.** The PDF file must include all documents in electronic version.

Queries must be directed to Proposals@mandela.ac.za. The RFP reference number **RFP5240/27/10/2026/NY** must be clearly stated in the subject line and the cut-off date for such queries and clarifications will be the as **per Proposal advert.**

Hand delivery only
Proposal Box at the Reception area

Mandela University
Supply Chain Management Department, Building 15
Summerstrand Campus South, University Way
Summerstrand, Gqeberha

Annexure B

1. No faxed or emailed Proposal will be accepted. Only Proposals submitted on the completed original Proposal document will be considered.

2. Validity. Proposals shall all be deemed to remain open for acceptance, with their prices fixed, for a period of 120 days from the date of submission.

3. Mandela University shall not entertain enquiries five days before closing date.

4. It is the responsibility of the bidder to attend the compulsory briefing session. NMU shall not be held responsible for late attendance of such briefing session.

6. The successful Proposal will be required to allow Mandela University personnel to carry out reference checks about his/her performance elsewhere before a Proposal is awarded.

7. Mandela University reserves the right to reduce or increase the total quantity of items required in the Proposal.

8. Mandela University reserves the right to:
   a) Extend the closing date through the University website;
   b) Communicate addendum through the University website;
   c) Extend Proposal validity period before the expiry date of the original validity period. This will be done in writing to all the bidders;
   d) Verify the information contained in the Proposal;
   e) Request any further documentary proof regarding any declaration;
   f) Award this Proposal as a whole or in part;
   g) Cancel or withdraw this Proposal as a whole or in part.

9. All documentation submitted in response to this Proposal must be in English.

10. Any enquiry regarding this bid invitation and specification shall be submitted in writing to Proposals@mandela.ac.za with the Proposal number as reference or subject.

14. No Proposal shall be considered after the closing date and time.

15. All proposals are clearly be marked with the RFP number and the name of the bidder.

16. All returnable documents must be in a separate file, clearly indexed and separated by marked sheets**.**

Conflict of interest

Any situation in which a member or connected person has an actual or potential interest that shall impact negatively on the integrity or objectivity of the University, thereby causing prejudice to the University or undue or improper benefit to the individual, including situations where:

- a position of authority shall be used to influence or to make decisions that lead to any form of financial or personal gain for that member or for his or her relations,
- financial or other personal considerations shall compromise, or shall have the appearance of compromising, a member's professional judgement in conducting or reporting research.

Interest: Includes but is not limited to:

- Commercial interest: Partnerships, firms, companies, close corporations, businesses or other organisation in which a pecuniary interest, fiduciary responsibility, personal participation or any other form of interest is substantial enough to be of significance, for example, holding the position of Executive Director or having more than 5% control (where 'control' means right to direct the affairs of a company as a shareholder, a member of the board of directors, by agreement or otherwise).

- Financial Interest: Anything of non-trivial monetary value, including, but not limited to, pay, commission, consultancy fees, equity interests, forgiveness of debt, property, royalties, intellectual property rights, gifts, discount, hospitality and services.

- Non-financial interest: This includes, but is not limited to, enhancement of a career, education or professional reputation, access to privileged information or facilities.

- Relationship interest: A partner, a close friend and any other person with whom the member has a relationship which is likely to appear to a reasonable person to influence his/her objectivity.

Any member or any connected person of such member shall not conduct business, either directly or indirectly with MANDELA UNIVERSITY in the event of there being a conflict of interest, unless the approval of MANCO is obtained, and MANCO having considered the following facts:

- the goods, products or services offered are unique.
- the supplier is the sole provider; and
- it is in the best interest of MANDELA UNIVERSITY to conduct such business.

Council members, members of sub committees of council and incumbents falling within peromnes level 1 – 4, shall not conduct any business directly or indirectly with the MANDELA UNIVERSITY irrespective of whether a conflict of interest exists or not, due to the nature of the positions they occupy.

Any person who has transgressed the afore mentioned will in future, without prejudice to any other remedy or recourse which the MANDELA UNIVERSITY shall be excluded from rendering goods and services to the MANDELA UNIVERSITY.

Please complete the document below to ensure compliance.

Connected Person - A person is deemed to be a “Connected Person” using the consanguinity and affinity linear diagrams and being within four degrees of connectivity.

Member - Any person permanently employed or under contract to the University, registered students, council members, members of sub committees of council as well as any other persons engaged in activities on behalf of the University.

Linear Consanguinity Diagram	Please indicate with tick √
4th Degree	
Great Great Grandparents	
Great Aunt/Uncle	
First Cousin	
Great Nephew/Niece	
3rd Degree	
Great Grandparents	
Aunt/Uncle	
Nephew/Niece	
Great Grandchild	
2nd Degree	
Grandparent	
Brother/Sister	
Grandchild	
1st Degree	
Parent	
Child	
MEMBER (As defined above)	

Linear Affinity Diagram	Please indicate with tick √
MEMBER (As defined above)	
1st Degree	
Spouse	
2nd Degree	
Parent-in-law	
Daughter/Son-in-law	
3rd Degree	
Grandparent-in-law	
Brother/Sister-in-law	
Grandchild-in-law	
4th Degree	
Great Grandparents-in-law	
Aunt/Uncle-in-law	
First Cousin-in-law	
Niece/Nephew-in-law	
Great Grandchild-in-law	

Please provide us with the person’s name and surname as indicated above:

Name of staff member/connected person	**Relationship**

No, I am not connected.

Name: _____ _____

Signature

Position in company: _____

Date: _____

I the undersigned (name in full)_____certifies that the information furnished above is correct.

Signature: _____

Position: _____

Date: _____

1. Contactable References -Table 1

NAME OF COMPANY	***CONTACT PERSON***	***TELEPHONE NUMBER***	***CONTRACT VALUE***	***START & END DATES***	***DURATION OF CONTRACT***

2. Proposal details:

2.1 Name ……..

2.2 Telephone Number ……

2.3 Postal Address…….

……..……

2.4 Street Address (If different to postal) ……

……

……

……

- **Please provide your banking details below.**

Name of bank ……

Branch ……

Type of account ……

Account number …… Date

when account was opened ……

Annual turnover ……

2.5 Type of entity ……

Please provide details of the type of your entity

- ❑ Sole Ownership
- ❑ Proprietary Company
- ❑ Partnership
- ❑ Listed Company
- ❑ Close Corporation
- ❑ Trust
- ❑ Other - Specify: ……

*(Please indicate the applicable block/s with an **X**)*

Responsible person who is authorised to sign this Proposal on your behalf:

2.5.1 Surname ……

2.5.2 First names in full ……

2.5.3 Capacity ……

2.5.4 Tel no …… Fax no ……

2.5.5 E-mail address ……

2.6 Public liability insurance cover:

2.6.1 Name of Insurance company ……

2.6.2 Rand value of cover available now ……

2.6.3 In whose name is the policy registered ……

……

2.7 Date Proposal submitted ……

The Proposal, represented by the responsible person who has signed this Proposal:

1. Declares that it has studied the contents of this document and that the Proposal is prepared to provide the Proposal goods and/or services according to the specifications and satisfaction of the Mandela University;
2. Declares that the Proposal has the financial ability to meet its obligations in respect of this contract and that it is in a sound financial position.

2.8 Signature of responsible person _____

Name and designation of signatory who warrants that he/she is duly authorised to submit this Proposal on behalf of the Proposal.

NOTE TO ALL PROSPECTIVE PROPOSALERS

1. ALL PAGES OF THIS PROPOSAL DOCUMENT MUST BE INITIALED. (OR SIGNED IN FULL WHERE INDICATED)
2. PROPOSAL DOCUMENTS THAT DO NOT COMPLY WITH ALL OF THE STATED REQUIREMENTS OF THE PROPOSAL WILL NOT BE CONSIDERED,
3. ALL PRICES QUOTED MUST INCLUDE VAT.
4. THE DECLARATION OF INTEREST MUST BE COMPLETED IN FULL OR SHALL RENDER YOUR SUBMISSION INVALID.

TERMS AND CONDITIONS

MANDELA UNIVERSITY STANDARD TERMS AND CONDITIONS OF CONTRACT WITH PROPOSALS, WHICH SHALL APPLY IF THE MANDELA UNIVERSITY DOES NOT REQUIRE THE PROPOSAL TO CONCLUDE A DIFFERENT CONTRACT PURSUANT TO THE AWARD OF A PROPOSAL

1. Definition of terms

In this Agreement, unless it appears otherwise from the context:

1.1 In this Proposal Document and in the annexures hereto:

1.1.1 "The Contractor" means the Proposal who has completed the Invitation to Proposal to which this document is annexed in the event of the Contractor being the successful Proposal.

1.1.2 "The MANDELA UNIVERSITY" means the Mandela University.

1.1.3 "The parties" means the Contractor and the MANDELA UNIVERSITY.

1.1.4 **The Contract Manager -** The person appointed by the MANDELA UNIVERSITY to manage all aspects of the Services provided by the Contractor.

1.1.5 **Commencement Date -** the date on which the contract shall commence.

1.1.6 **Service** - the Services to be rendered by the Contractor to the MANDELA UNIVERSITY as detailed in this Agreement and the annexures hereto.

1.1.7 **Agreement and "this Agreement**" shall mean this Proposal Document together with the Invitation to Proposal and all other documents which are annexed hereto.

1.2 All notices for all purposes of this Agreement must be:

1.2.1 Given in writing

1.2.2 delivered by hand.

1.2.3 addressed to the Party concerned at his *domicillium citandi et executandi.*

1.3 The headings to the clauses of this agreement are inserted for reference purposes only and shall in no way govern or affect interpretation hereof of the agreement.

1.4 Where any authorization is required for any action by the Contractor outside of his normal duties, such authorization must be:

1.4.1 given in writing and signed by the Contract Manager, Mandela University, or his proxy.

1.4.2 granted prior to the performance of such action by the Contractor.

1.5 The singular form includes the plural and vice versa.

1.6 The masculine includes the feminine and neutral sexes and vice versa.

1.7 Words importing persons shall include legal persons and vice versa.

1.8 When any number of days is prescribed, such number shall exclude Saturdays, Sundays and Public Holidays.

1.9 When any period of notice is prescribed, such period shall exclude the day on which such notice was delivered.

1.10 Should any clause of this Agreement not be enforceable for any reason whatsoever, such clause is considered separate and separable.

1.11 Not to award to Bidders listed on the National Treasury default register and Blacklisted Bidders.

1.12 Under no circumstances, however, will Bidders be allowed to make any material amendments or materially supplement their Proposal submissions after the stipulated closing date and time.

1.13 NELSON MANDELA UNIVERSITY reserves the right not to award Proposals listed on the National Treasury default register and Blacklisted Proposals.

1.14 The lowest or any Proposal shall not necessarily be accepted, and the University reserves the right to accept a Proposal in full or in part or no Proposal at all.

1.15 The University is under no obligation to submit reasons for acceptance or non-acceptance of a quotation.

1.16 The University reserves the right to request audited financial statements from Service Providers and to conduct due diligence exercise to verify the financial stability of a Service Provider, before issuing an appointment letter or placing of an order.

1.17 No telephonic or any other form of communication with any other NELSON MANDELA UNIVERSITY member of staff, other than the named individual on the Proposal advert, relating to this request for the Proposal will be permitted. All enquiries regarding this Proposal must be in writing only and must be directed to: Proposals@mandela.ac.za.

1.18 Facsimiled or e-mailed submissions will not be accepted.

1.19 Bidders who did not attend and sign the attendance register will be disqualified; no representative will be allowed to represent more than one (1) Bidder.

1.20 NELSON MANDELA UNIVERSITY will only award the Proposal to a bidder who is tax compliant. The tax compliance status of the bidders will be verified; therefore, prospective bidder must ensure that they are Tax Compliant throughout.

1.21 Bidders must confirm their company registration with CIPC (formerly CIPRO) as NELSON MANDELA UNIVERSITY will not award any Proposal to any business that appears on the CIPC List of de-registered businesses.

2. Introduction

2.1 Nelson Mandela University invites proposals from qualified and experienced businesses to lease sites and operate a food truck, containers offering a variety of services and vending machines for a period of 5yrs.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

3. Legal nature of agreement

3.1 The Parties verify that the Contractor Proposals and the MANDELA UNIVERSITY accept, in terms of this Agreement, the supply, delivery and commission of goods/services at the site, subject to the terms and conditions of this Agreement.

3.2 Any extension of the service mentioned in paragraph 3.1 as well as any amendment of or addition to any of the specifications; and/or conditions regarding the said supply, delivery and commission must be in accordance with the stipulations listed in this Agreement.

4. Acknowledgement of terms and conditions

By completing and submitting this Proposal it is deemed that the contractor has satisfied himself, before proposing, as to the correctness and sufficiency of his Proposal to cover all of his obligations in terms of this agreement, or any contract, that shall result from this Proposal.

The Mandela University shall not be responsible for any expenses or losses that shall be incurred by the contractor in the preparation of this Proposal.

5. Disqualification of Proposals

Proposals will be disqualified and regarded as invalid if:

5.1 The Proposal document is not properly completed or is incorrectly signed by persons not duly authorised to do so.

5.2 Any attempt is made by the Proposal or any agent of his, to acquire information other than that which was provided in this Proposal document, after the official closing date and before the awarding of the Proposal or any contract.

5.3 Any attempt is made, whether directly or indirectly, to canvass the support of any student or staff member of the Mandela University before the contract is awarded.

5.4 Unless written approval is granted to the Proposal by the Audit and Risk Committee of the MANDELA UNIVERSITY, any employee, Council member or official of the MANDELA UNIVERSITY or any spouse, partner, child or parent of such employee, Council member or official, has a personal interest whether financial or otherwise, directly or indirectly, in the business of the Proposal.

6. Withdrawal or cancellation of Proposal

6.1 Once a Proposal has been awarded, the Proposal shall only be released from the contract with the approval of the Executive Management Committee of the MANDELA UNIVERSITY ("MANCO").

6.2 Any contract awarded on account of false information furnished by the Proposal in order to secure preference shall be cancelled at the sole discretion of the MANDELA UNIVERSITY without prejudice to other remedies that the MANDELA UNIVERSITY has.

6.3 The MANDELA UNIVERSITY retains the right to cancel the contract summarily should the Proposal in any way fail to comply with his/her commitments. Any loss incurred as a result of such cancellation shall be recovered from the Proposal.

6.4 The MANDELA UNIVERSITY reserves the right to cancel the contract should it come to the attention of the MANDELA UNIVERSITY that the successful Proposal is involved in criminal activities involving dishonesty, illegal business practices, corruption and other unethical behaviour.

7. Delivery, commencement and termination

This Agreement shall commence on the date to be determined in accordance with clause 11 of the Invitation to Proposal and shall endure for the period stated in that clause.

8. Payment details

8.1 The MANDELA UNIVERSITY shall submit a detailed invoice for payment by the 15th of each month to the Service provider, the payment must be paid by the Service provider by the 1st of each month.

8.2 The MANDELA UNIVERSITY undertakes to pay the contractor the agreed amount including VAT thereon, within 30 (thirty) days of receipt of the original invoice in a form which is acceptable to MANDELA UNIVERSITY, provided that the payment of such invoice has been duly approved in writing by the Contract Manager.

8.3 Photocopied or facsimile invoices will not be accepted for payment.

8.4 All invoices must contain the VAT number of the MANDELA UNIVERSITY.

9. Obligations of the MANDELA UNIVERSITY

The MANDELA UNIVERSITY will make available to the contractor such information as shall reasonably be required by the contractor for the supply, delivery and commmision of services.

10. Obligations of the Contractor

The contractor shall:

10.1 Provide the services properly and timeously to the satisfaction of the MANDELA UNIVERSITY, using competent, sufficient and suitable staff exercising the highest degree of skill, expertise, care and diligence. The MANDELA UNIVERSITY shall be entitled to undertake inspections of the services which are rendered by the Contractor and to reject any services which it regards to be unacceptable.

10.2 Provide and maintain in good order, save as shall be otherwise expressly provided for in this Agreement, or required equipment, machines and vehicles to duly perform the Contractor's obligations in terms of this Agreement (a complete list of equipment, machinery and vehicle requirements as mentioned above, will be provided to the successful contractor at the time of the Proposal award. Should the Contractor not be able to provide the required equipment, machines and vehicles by the commencement date stipulated, the MANDELA UNIVERSITY reserves the right to shall cancel the award and to select an alternative service provider).

10.3 Ensure that where his staff makes use of the MANDELA UNIVERSITY's equipment, material or installations, they are fully trained to do so with safety.

10.4 ensure that he and any of his employees: -

10.4.1 Do no harm to MANDELA UNIVERSITY and/or its products, business, equipment, staff or clients in any way;

10.4.2 Do not transgress any rules, codes, policies, procedures and safety standards of the MANDELA UNIVERSITY, which are available;

10.4.3 On request and of which the Contractor must take notice;

10.4.4 Do not disclose any information concerning the business or affairs of the MANDELA UNIVERSITY to any third party;

10.4.5 Do not remove any property of the MANDELA UNIVERSITY or its employees, Contractors or students, from the premises of the MANDELA UNIVERSITY, without the written consent of the MANDELA UNIVERSITY first being obtained.

10.5 Ensure that all its employees and staff at the site are at all times familiar with and comply with the supply, delivery and commmisions of:

10.5.1 All relevant Labour Legislation. (including but not limited to the Occupational Health and Safety Act, I 993 and the compensation for Occupation and Diseases Act, I 993);

10.5.2 All Safety and Security Regulations promulgated by the MANDELA UNIVERSITY from time to time.

10.6 To abide by the security arrangements of the MANDELA UNIVERSITY which shall include the following:

10.6.1 Body search;

10.6.2 Presentation of either personal Identity Cards or other identification required by the MANDELA UNIVERSITY;

10.6.3 Searching of personal bags, handbags, pockets/lockers;

10.6.4 Finger-printing;

10.6.5 Polygraph testing;

10.6.6 Any other measure that shall be required by the MANDELA UNIVERSITY.

10.7 The Contractor shall in the performance of the services duly liaise with other service providers who are appointed by the MANDELA UNIVERSITY to provide additional or ancillary services.

10.8 The Contractor shall perform the service without causing any undue or unnecessary interruption or disturbance to the MANDELA UNIVERSITY, its students and invitees, including but not limited to the academic processes such as lectures, study, research, conducting practical learning or writing examinations.

10.9 Inform the MANDELA UNIVERSITY in writing, of every failure or foreseeable failure by the MANDELA UNIVERSITY, which has, or could result in a situation where the Contractor is unable to fulfill his obligations in terms of this Agreement.

10.10 Act as an independent Contractor and not as an agent or an employee of the MANDELA UNIVERSITY concerned and shall not incur any liability on behalf of the MANDELA UNIVERSITY or in any way pledge or purport to pledge the Institution's credit.

The Contractor also has no authority to bind the MANDELA UNIVERSITY contractually and hereby indemnifies the MANDELA UNIVERSITY against any losses and/or damages resulting from such actions or applications.

10.11 Where any keys, access cards or any other access devices are issued to the Contractor in order for him to gain access to buildings, offices, classrooms or any other places, the necessary care and responsibility for their safekeeping must be observed. The Contractor must ensure that the keys, cards or other access devices so issued to him are not misused or used to allow access to buildings by unauthorised persons.

10.12 Not sub-contract the Service, or any part thereof, to any third Party, without first obtaining the written consent of the MANDELA UNIVERSITY, who in the exercise of its discretion shall have regard to the extent to which such consent shall adversely affect the standard of the service.

10.13 Upon being requested to do so by the MANDELA UNIVERSITY, remove from the Site any employee who in the opinion of the MANDELA UNIVERSITY has deliberately or negligently conducted themselves in a manner which was or could be detrimental to the good name of the MANDELA UNIVERSITY, the maintenance of order and discipline at the MANDELA UNIVERSITY or the proper execution of the functions of the MANDELA UNIVERSITY.

11. Operating rules

The Contractor shall at all times comply strictly with the MANDELA UNIVERSITY's Rules, Regulations, Policies and Procedures applicable to the rendering of the service.

12. Confidentiality

12.1 The Parties acknowledge that all data and information (including but not limited to any technical, commercial and scientific information and know-how including processes, designs, specifications, copyright, trade secrets and any other data in any other form) which they have obtained from each other in connection with or arising from this Agreement is confidential and propriety to the other party and if disclosed to third Parties might be damaging to the proprietor thereof.

12.2 The Parties agree to hold the Confidential Information in strict confidence and not to make use of such information other than in the performance of the obligations in terms of this Agreement and to release such information only to those employees who require the same for the rendering of the Service and then only provided that such employees undertake to be bound by the confidentiality contained therein.

12.3 The Parties further agree not to use the name of the other in publicity releases or advertising or for any other promotional purposes, without first obtaining the prior written consent of the other Party.

12.4 The parties also agree that the provisions of this clause will be binding on them after the termination of this Agreement.

13. Assignment / cession and rights / obligations

13.1 This Agreement is a personal agreement being entered into with reliance upon and in consideration of the skills and expertise of the Contractor. Accordingly, the Contractor shall not be entitled to cede, assign, transfer, sell or otherwise dispose of the rights or obligations granted or imposed herein or any rights or obligations incidental hereto, to any person, firm, or legal entity without the prior written consent of the Institution.

13.2 Neither Party shall be held liable to fulfill its obligations in terms of this contract if such failure is caused by circumstances beyond its reasonable control, including, but not limited to, fire, flood, and breakdown of external

services and industrial action.

14. Indemnity and exclusions

14.1.1 The Contractor hereby agrees to indemnify and keep indemnified the Institution, in terms of this clause, from having to meet any of his obligations towards any of his employees provided on site, regarding the following:

14.1.2 Any liability in terms of the Income Tax Act 58 of 1962 (as amended);

14.1.3 Payment of any subscriptions in terms of the Remuneration of Occupational Injuries and Illnesses Act 130 of 1993;

14.1.4 Payment of any subscriptions concerning the Unemployment Insurance Fund;

14.1.5 Payment of any subscriptions concerning any relevant Industrial Council that has or might have jurisdiction, as well as any collective Agreement concluded by such Bargaining Council;

14.1.6 Compliance with any condition of employment or any other term contained in:

14.1.6.1 A collective agreement concluded in a Bargaining Council that regulates terms and conditions of employment.

14.1.6.2 A binding arbitration award that regulates terms and conditions of employment;

14.1.6.3 The Basic Conditions of Employment Act; and/or

14.1.6.4 A determination in terms of the Wage Act.

14.2 The Parties verify that for the purposes of the contracted price, this Agreement excludes the provisions of the Labour Relations Act, the Basic Conditions of Employment Act as well as any Wage Determination and that consequently the Institution concerned will not be under any obligation to make any deductions or excess payments herein;

14.3 The Contractor furthermore agrees to indemnify and keep indemnified, the Institution, against any liability for the payment of any levies and/or subscriptions as set out in 16.1 of this Agreement, or any other statutory

14.4 obligations or any costs of whatsoever nature, for which the Contractor is liable and declares that all such payments are currently up to date and that they will be kept up to date during the currency of this Agreement;

14.5 The Contractor undertakes to make available proof of all subscriptions taken and any payments made in respect of these, as required in terms of clause 16.1 of this Agreement, if and when requested to do so by the Institution, within 48 (forty-eight) hours after having received such a request from the Institution.

14.6 Should the Contractor not be able to, or refuse to provide the proof as set out in clause 1 6 in the period stipulated, or to meet the payments of any levies or subscriptions to the bodies as described in clause I 6.1, then the Institution will be entitled to withhold the payments due for such subscriptions from any amount that might be due by the Institution to the Contractor and to pay such amounts directly to the Institutions as described, without prejudice to any of its other rights in law;

14.7 The Institution shall not be liable for any amounts payable by the Contractor to those of its employees who render/have rendered services at the Site/s in terms of this Agreement) pursuant to the dismissal of such employees by the Contractor for whatsoever reason howsoever arising.

14.8 The Contractor agrees that it shall have no claim of whatsoever nature against the Institution or its employees for any loss or damage that it shall sustain while rendering the Service or whilst on Site, arising out of whatsoever cause, save in so far as such claim shall arise out of any negligent act or omission of the Institution or its employees, as the case shall be;

14.9 The Contractor shall be liable for all loss or damage suffered by the Institution or its employees, by reason of its failure to render the Service in a proper manner in accordance with the obligations undertaken by it in terms of this Agreement and furthermore by reason of all loss, theft or damage caused by it, its employees, agents invited persons or clients, as the case shall be;

14.10 The Contractor hereby agrees to indemnify and keep indemnified the Institution against any liability which the institution shall incur because of any claim against the Institution by any person whatsoever in respect of any personal loss, injury or damage arising directly or indirectly from any of

the acts or omissions of the Contractor, its employees or agents, as the case shall be, in performing its obligations in terms of this agreement.

15. Public liability

15.1 The Contractor shall at its cost during the currency of this Agreement and for a period of thirty (30) days after its termination, subscribe to and maintain public liability insurance cover for an amount which is acceptable to the MANDELA UNIVERSITY.

15.2 Upon request by the MANDELA UNIVERSITY, the Contractor shall provide proof of such public liability insurance cover as well as the payment of the premiums pertaining thereto, from time to time.

16. Breach

16.1 In the event of either of the Parties (the "defaulting party) committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 14 (fourteen) days after receipt of a written notice from the other Party (the "aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to shall cancel this Agreement forthwith and without further notice, claim and recover damages From the defaulting party.

16.2 The Contractor shall not be entitled to withhold services or payment subject to the resolution of a dispute.

17. Informal arbitration

17.1 Any difference or dispute between the Parties in connection with the interpretation or application of the supply, delivery and commmisions of this Agreement or its breach or termination shall be referred to and be determined by informal arbitration in terms of this clause.

17.2 Either Party to this Agreement shall demand that a dispute be determined in terms of this clause by written notice given to the other Party.

17.3 This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17.4 The arbitrator shall be agreed upon between the Parties- Should the Parties Fail to agree on an arbitrator within 14 (fourteen) days after the giving of a notice in terms of clause 19.2, the arbitrator will be appointed at the written request of either Party to the dispute, by the chairman for the time being of the Eastern Cape Society of Advocates.

17.5 The arbitration shall be held:

17.5.1 In Gqeberha at a date, time and venue to be determined by the arbitrator;

17.5.2 In an informal manner without any pleadings and without it being necessary to observe the strict rules of evidence;

17.5.3 As soon as possible with a view to it being completed within I (one) month from the date on which the dispute is referred for arbitration.

17.5.4 In accordance with such procedures as the arbitrator shall determine in his discretion, provided that such procedures shall be fair to both Parties.

17.6 The arbitrator shall be entitled to investigate or cause to investigate any matter which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of investigating all the relevant books and records of the Parties to the dispute, including the right to make copies and to have such records and books produced and delivered at any reasonable place required by him.

17.7 The arbitrator shall decide the dispute in accordance with South African Law.

17.8 The arbitrator shall be entitled to make such award in respect of costs, as he shall deem. The arbitrator shall be required to furnish written reasons.

17.9 The decision of the arbitrator shall be final and binding on both Parties

17.10 The decision of the arbitrator shall be made an order of the court by either of the Parties, at the cost of such Party.

17.11 The supply, delivery and commmisions of this clause are severable from the rest of this Agreement and will remain in effect notwithstanding the cancellation, termination or invalidity for any reason of this Agreement.

18. Domicile citandi et executandi

The Parties hereto choose the following addresses as their respective *domicile citandi et executandi* for all purposes under this Agreement:

To the: Mandela University

Summerstrand Campus

University Way Gqeberha

6001

To the Contractor

The address as furnished by the Contractor in the Proposal Documents of which this Annexure forms part.

18.1 Any of the Parties to this agreement shall change its *domicilium* address by notifying the other Party accordingly, on condition that such changed address will be in the Republic of South Africa and that it shall not be a Post Office postal box number or Poste Restante address.

18.2 Any notice to be given by or to any of the Parties in terms of this Agreement shall be in writing and shall be hand delivered, or given by prepaid registered post at the *domicilium citandi et executandi* in which event it shall be deemed to have been given within 5 (five) days after posting as aforesaid.

19. Formality

This agreement shall only take effect and become binding upon the Parties when duly signed on behalf of both of the Parties, failing which neither Party shall claim the existence of an agreement whether from negotiations having been conducted or concluded in regard thereto or by reason of this Agreement having been drafted or signed by any one of the Parties.

20. Whole agreement

20.1 This Agreement embodies the entire agreement between the Parties and supersedes any prior agreement, commitment, negotiation or correspondence between the Parties regarding the subject matter hereof. No representations, undertakings, warranties, guarantees, terms or conditions that are not recorded herein or in any variation to this Agreement, shall have legal validity.

20.2 The terms of this Agreement shall not be varied or amended except in writing and duly signed on behalf of the parties hereto no relaxation or indulgence by either Party to the other shall be construed as a waiver of any such Party's rights hereunder unless such relaxation, waiver or indulgence is reduced to writing and signed by the Party granting such relaxation, waiver or indulgence.

21. Media announcement

The Parties undertake not to make any public announcement concerning this Agreement unless the terms and details of such announcement have been agreed upon between them in writing.

22. Geopolitical Risks

As per Senate resolution taken during 2024, one of the elements which was endorsed by Senators included the following:

"Require the university to refrain from entering into business negotiations and/or contractual agreements with businesses and/or companies of Israeli origin and/or that are complicit in supporting Israel in oppressing the Palestinian people."

SCOPE OF WORK

1. **Service Types:** Food trucks, containers, vending machines offering a variety of services to university staff, students, and visitors of the University**.**

- **Operating Hours:** Monday – Sunday, 07h00 – 22h00, these are recommended hours – business owner to set suitable operational hours within these recommended hours, during the teaching cycles of the University. From time to time the service provider will be required to operate outside of these specified times based on requirements of the University.

- **Service Requirements:** Service Providers to offers food and services as per list below:

    - Fruit and Vegetables
    - Groceries (dry goods, tinned stuff) – non-perishables
    - Toiletries
    - Dairy products
    - Resale items
    - Ice cream
    - Water refills
    - Bread
    - Halaal – (must comply with Halaal Regulations and Requirements and certified by a recognized Halaal certifier)
    - Grab and Go (Hot Chips, Magwinya, hot dogs etc.)
    - Kota
    - Sushi
    - Ulusu
    - Liver
    - Mnqambulo
    - Heads and Feet (Sheep, Cow, Pig, Chicken etc)
    - Dumplings
    - Braaied meat and sausage
    - Vending Machines
    - Pies
    - Cooked food – “Seven Colours”
    - Waterless Car Wash
    - Sneaker washing business
    - Saloon- hair and nails

2. Infrastructure and Spatial Requirements

- **Equipment Provision:**
    - The university provides the site: SSV, Building 35 parking lot, South Campus Shuttle Stop, North Campus (Back of Nursing Building), 2nd Avenue (Shuttle Stop), Missionvale, and Bird Street the vendor will be responsible for shopfitting, and equipment required to render the services, subject to University’s approval in line with its regulations.

- **Electricity Supply Requirements:**

    - The University will provide a single-phase electrical supply of up to 60 amps from the designated kiosk to each vendor's point of supply.
    - The University's responsibility is limited to the provision of electricity up to the point of supply. All electrical installations beyond this point are the sole responsibility of the vendor.
    - Vendors are required to appoint University-approved electricians for any electrical installation work. In addition, a valid Certificate of Compliance (CoC) must be submitted to the University for approval prior to the commencement of trading activities.
    - No vendor will be permitted to commence trading until the required CoC has been received and approved by the University.

- **Layout and Capacity:**

    - Drawings of the layout of the University Vendor sites will be provided by the University. The University has approved the following maximum dimensions for temporary structures and mobile trading units on campus:
    - **Container**: 20-foot container measuring approximately/no more than **6.06 m (L) × 2.44 m (W) × 2.59 m (H)**.

    - **Food Truck:** Maximum dimensions of 4.0 m (L) × 2.0 m (W) × 2.0 m (H).

- **All proposed units must comply with these approved dimensions. Any structure exceeding the above specifications will not be permitted to trade at the University.**

- **Utility Management**: the service provider is responsible for water usage, electricity, extraction fan maintenance, and waste management.

3. Compliance and Sanitation

- **Food Safety**: The service provider must secure and maintain a valid Certificate of Acceptability for food premises, Hawkers License, Gas Installation certificate (if applicable), Waste certificate, Food Safety Training Certificate.
- **Occupational Health and Safety:** Compliance with the Occupational Health and Safety Act is strictly mandatory.
- **Pest Control & Cleaning:** The service provider will be responsible for the day-to-day cleaning of the premises and must deep clean the facility on a quarterly basis. Pest control treatment must be scheduled monthly.

4.Sustainability

- **Waste Management**: The service provider must comply with the waste management policies of the University. The University is involved in a Food Security initiative; service provider must provide a plan for managing food surplus/donations.
- **Eco-Friendly Packaging**: Require the use of biodegradable or compostable take-away packaging.

5. Financials and Contract Management

- Revenue and Billing: The vendor will pay a monthly rental to the University of R3000 excl. vat,
- Electricity and water billed separately.
- Trading months are 1 February to 30 November

Annexure D

EVALUATION CRITERIA
STAGE 1 - MANDATORY REQUIREMENTS
Bidders must submit the compulsory documentation listed below, failure to submit any of the documents listed below for Stage 1 will result in the disqualification of the Proposal.

No.	CATEGORY	COMPULSORY DOCUMENTATION REQUIRED	Submitted Yes or no
1.	**Identifying Documentation-Proposal**	• If it is a company or close corporation: a copy of the certificate of incorporation issued by CIPC or its predecessor or Summary of proof of registration with National Treasury's Central Supplier Database (CSD) with an active status. • If it is a partnership: copies of SA identity document (or foreign passport) of two senior local partners, and latest and valid Partnership agreement must be submitted.	
2.	**Taxation**	• Valid tax compliance status with a pin issued by the South African Revenue Service (SARS).	
3.	**Signed declaration of interest**	• Fully Completed declaration form	
4.	**Acknowledgement of Addendum**	• Proof of acknowledgement of addendum (if applicable)	
5.	**Health and Safety**	• Letter of good standing of the Occupational injuries and diseases (COIDA).	
6.	**Acknowledgement of Geo-political risk**	• Duly complete a commitment letter to acknowledge that you agree that the Proposal product(s) or service(s) will abide with and be consistent with Mandela University Senate resolution, failing which will lead to disqualification of your bid. See page 16, no 9 Geo-political risk.	
7.	**Compliance Documents**	• Valid Certificate of Acceptability • Valid Hawkers Licence • Valid Gas installation Certificate (if applicable) • Food Safety Training Certificate • Halaal Certificate (if applicable)	
8.	**Compulsory Site /Briefing Meeting**	• Attendance of Compulsory Physical Briefing Meeting. (Register to be kept by the University)	
9.	**Form of Offer**	• Duly Completed in full and signed form of offer • Pricing Schedule completed in full (if applicable)	
10.	**Insurance Indemnity**	• Public liability insurance indemnity covers with minimum of R2M	
11.	**UIF**	• Attach a valid proof of registration with the Commissioner for UIF.	
12.	**Financial Statement**	• Attach 12 months Financial Statements.	

ADDED DOCUMENTS

Valid copy of a **valid B-BBEE certificate** issued by an accredited organization or **sworn affidavit** as per the DTI regulations. It should be noted that the service provider appointed will be required to enter into a Non-Disclosure Agreement (NDA) with the university.

STAGE 2 - FUNCTIONALITY EVALUATION CRITERIA

Functionality Evaluation Matrix
Service providers are encouraged to prepare and structure their submissions in accordance with the functionality evaluation criteria contained in this bid document. Functionality will be evaluated using the Functionality Evaluation Matrix provided below. Only responsive Proposals that achieve a minimum score of 70 points out of 100 (70%) for functionality will qualify for further evaluation. The Proposal obtaining the highest total score after the completion of all evaluation stages will be recommended for appointment, subject to meeting all mandatory requirements and successful contract negotiations, where applicable

Criteria	Sub-Criteria	Weighting
1. **Methodology / Business Proposal**	**Evaluation of the bidder's proposed operating model for the food trucks, containers, vending machines including menu offering, pricing strategy, staffing plan, customer service approach, operational hours, marketing strategy, health and safety compliance, and maintenance of premises.** i. Excellent, comprehensive proposal addressing all requirements = 30 points ii. Good proposal addressing most requirements = 20 points iii. Fair proposal addressing some requirements = 10 points iv. Poor or no proposal submitted = 0 points	30
2. **Company Staff Experience**	**Experience and qualifications of key personnel proposed to manage and operate the food trucks, containers and vending machines.** i. Management team with 5 years or more relevant experience = 30 points ii. Management team with 3-4 years' relevant experience = 20 points iii. Management team with 2-3 years relevant experience = 10 points iv. Less than 2 years relevant experience = 5 points **Attach CVs and relevant qualifications as proof.**	30
3.**Company Experience in Relevant Industry**	**The number of years the company has been involved in restaurant, catering, food trucks, food retail, or hospitality operations.** i. 5 years or more = 30 points ii. 3-4 years = 20 points iii. 2-3 years = 10 points iv. Less than 2 years = 5 points **Attach company profile and reference letters as proof.**	30
4. **Reference Letters / Current Contracts**	**Demonstrated successful operation of similar restaurants, food trucks, containers and vending machines, catering, or hospitality services.** i. Three or more reference letters/contactable references = 10 points ii. Two reference letters = 7 points iii. One reference letter = 4 points	10

Criteria	Sub-Criteria	Weighting
	iv. No reference letters = 2 points	
Total Points		100

The Proposal obtaining the highest total score after the completion of all evaluation stages will be recommended for appointment, subject to meeting all mandatory requirements and successful contract negotiations, where applicable