

BID DOCUMENT

FSPT002/25/26:

RENDERING OF CATERING SERVICES TO THE FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Validity Period 120 Days

NB: All bidders must indicate their names and CSD Registration number:

NAME OF COMPANY / FIRM:

MAAA:



BID DOCUMENT CHECKLIST FOR CATERING SERVICES

		COMPLIANT? (TICK <input type="checkbox"/> IN APPROPRIATE BOX)	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation - (Fully completed and signed)		
SBD 3.2	Pricing Schedule – Non-Firm Prices (Fully completed and signed) Price Adjustment Non-Firm Price		
SBD 4	Declaration Of Interest - (Fully completed and signed)		
SBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 - (Fully completed and signed)		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	SECTION 4		
4.1	Annexure A: Joint Venture/Consortium Concern (only applicable in case of JV/Consortium companies)		



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FST002/25/26	CLOSING DATE:	06 March 2026	CLOSING TIME:	11:00
DESCRIPTION	RENDERING CATERING SERVICES TO THE FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR - FIDEL CASTRO BUILDING, CNR. MARKGRAAF AND MIRIAM MAKEBA					
Cnr MARKGRAAF AND MIRIAM MAKEBA STREET					
BLOEMFONTEIN					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms MA Mokoena		CONTACT PERSON	Mr Van Vuuren	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	FSPT002@treasury.fs.gov.za		E-MAIL ADDRESS	FSPT002@treasury.fs.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

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

DATE:



PRICING SCHEDULE – NON-FIRM PRICES (SERVICE)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

NAME OF BIDDER:			BID NUMBER: FSPT002/25/26.		
CLOSING TIME:			VALIDITY PERIOD: 120 DAYS		
ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUSIVE OF VAT)			
1.	BREAKFAST PER PERSON				
	1.1 Tea (with sugar, fresh milk, and powder milk), Coffee (with sugar, fresh milk, and powder milk) 100% and Fruit Juice (various flavours)	1.1 R.....			
	1.2 Scones (Assorted) and Muffins (Assorted)	1.2 R.....			
	1.3 Sandwiches, Muffins and Scones (Halved and buttered with sweet and salty toppings)	1.3 R.....			
	1.4 English Breakfast: (Bacon, Eggs, Cocktail Vienna's, and Bread /rolls)	1.4 R.....			
	NB: THE CHOICE OF BREAKFAST IS RESERVED BY THE USER				
2	BRUNCH PER PERSON:				
	<ul style="list-style-type: none"> • Cocktail Sausages • Cocktail Pies (various flavours) • Mini meatballs • Buffalo wings • Filled eggs • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R	(for 10 people)		
		R	(per additional person).		
3.	COCKTAIL MENU PER PERSON				
	<ul style="list-style-type: none"> • Cocktail chicken kebabs • Spare ribs • Cheese Sausages • Cocktail Pizza • Sandwiches (Assorted) • Cocktail Vetkoek and Mince • Buttered Fish Strips served with sauce Drumsticks • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R	(for 10 people)		
		R	(per additional person).		
4.	LUNCH PER PERSON				
	MENU 1				
a)	<ul style="list-style-type: none"> • Roasted Chicken • Lamb Chops • Savoury Rice/Pap/Samp/Dumplings (choose 1) • 2 Vegetables (various types) • 1 Salad (any) • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R			
		R	(Halaal per person)		



MENU 2		
b)	<ul style="list-style-type: none"> • Roasted Beef • Roasted Chicken • 1 Savoury Rice/Pap/Samp/Dumplings (Choose 1) • Vegetable (in season) • 1 Salad (any type) • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R R(Halaal per person)
MENU 3		
c)	<ul style="list-style-type: none"> • Fried Fish • Lasagne • 2 Salads (various types) • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R
MENU 4		
d)	<ul style="list-style-type: none"> • Fried Crumbed Pork Chop or Beef Stew • Savoury Rice/Pap/Samp/Dumplings (Choose 1) • Vegetable (in season) • 1 Salad (any type) • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R
MENU 5		
e)	<ul style="list-style-type: none"> • Beef Stew • Roasted Chicken • Samp/Pap • 1 Salad • Vegetable (in season) • 500ml Mineral Water (still) • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R R(Halaal per person)
Menu 6		
f)	<ul style="list-style-type: none"> • Beef Stew or Roasted Chicken • Samp/Pap/Rice (choose 1) • 1 Salad or Vegetable • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R R(Halaal per person)
5. DINNER (AFTER HOURS – 18:00 AND BEYOND)		
	<ul style="list-style-type: none"> • Grilled Chicken • Red meat (Lamb/ Beef) Stew • Savoury Rice/Pap/Samp/Dumplings (Choose 1) • 2 Vegetables (various types) • 2 Salads (various types) • 500 ml Mineral Water (still) • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R R(Halaal per person)
6. SOUTH AFRICAN BRAAI		
a)	<ul style="list-style-type: none"> • Boerewors • Lamb Chops • Chicken Kebabs • 2 Salads (various types) • Sauce • Garlic Bread or Garlic Rolls • Pap • 330 ml Fizzy drinks and/or 100% Fruit Juice Various Flavours 	R R(Halaal per person)



7.	PLATTERS	
	MENU 1: Chicken Platter (For a minimum of 10 People and the price per person)	
a)	<ul style="list-style-type: none"> • BBQ Oven Grilled Drumsticks • Chicken Winglets • Chicken Cheesy Bites, • Chicken Spring Rolls, • Chicken Strips. 	R(for 10 people) R(per additional person). R(Halaal per person)
	MENU 2: Mighty Meat Platter (For a minimum of 10 People and the price per person)	
b)	<ul style="list-style-type: none"> • Cocktail Chicken Drumsticks • Chicken Winglets, • Meatballs, • Cheese Grillers, • Cock Tail Sausage Rolls, • Pork Riblets, • Bacon Cherry Sticks, • Served With Pita Bread. All with Honey Mustard and Sweet Chilli Sauce. 	R(for 10 people) R(per additional person).
	MENU 3: Mix Meat Platter (For a minimum of 10 People and the price per person)	
c)	<ul style="list-style-type: none"> • Cocktails Boerewors, • Biltong Strips, • Dried Wors, Meatballs, • Chicken Drumsticks • Honey Chicken Wings • Vetkoek Curried Mince. 	R(for 10 people) R(per additional person). R(Halaal per person)
	MENU 4: Assorted Sandwich Platter (For a minimum of 10 People and the price per person)	
d)	Assorted white and brown bread sandwiches with various fillings (Not Toasted)	R(for 10 people) R(per additional person).
e)	Assorted white and brown bread sandwiches with various fillings (Toasted)	R(for 10 people) R(per additional person).
8.	OPTIONAL: DRINKS	
	8.1 500ml Mineral Water (still) 8.2 100% Fruit Juice Various Flavours 330ml 8.3 Fizzy Drinks Various Flavours 330ml	8.1 R 8.2 R 8.3 R
9.	OPTIONAL: SALADS	
	9.1 Greek salad 9.2 Green salad 9.3 Chicken salad 9.4 Fresh fruit salad (Seasonal)	9.1 R 9.2 R 9.3 R 9.4 R



10.	REQUIRED BY: FREE STATE PROVINCIAL TREASURY	YES/NO
	10.1 Does offer comply with specification	
	10.2 If not to specification, indicate deviation(s)	
	10.3 Period required for delivery	
	10.4 Delivery basis (All delivery i.e. transportation, labour, etc. costs must be included in the bid price).	
	10.5 This bid does not include catering for departmental events, such as the Annual Research Colloquium, where the department is required to use the caterers provided by the venue.	

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES.

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V) Pt \left(\frac{R1t}{R1o}^{D1} \frac{R2t}{R2o}^{D2} \frac{R3t}{R3o}^{D3} \frac{R4t}{R4o}^{D4} \right)$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
Index figure obtained from new index (depends on the number of factors used).
- R1t, R2t..... = Index figure at time of bidding.
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 ETC. EG. LABOUR, TRANSPORT ETC.)	PERCENTAGE OF BID PRICE
Food	
Transportation	
Labour	



A PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for exchange rate variations during the contract period will be calculated by using the average monthly exchange rates issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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.
- 1.2 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 proprietors/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.



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

- a) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender: Proof to be provided: If the proof is of the same nature, it can be used in other specific goals.	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotions of enterprises located in Free State Province- 7 Points Outside Free State- 0 Points Proof to be provided Proof of residential/enterprise address, Valid for six (6) months from the date of advertisement.	7	
100% Black ownership-5 Points Any of the following can be provided: <ul style="list-style-type: none"> • Companies and Intellectual Property Commission (CIPC). • Sworn Affidavit in the DTIC Format/ • B-BBEE Certificates 	5	
100% Woman ownership-5 Points Any of the following can be provided: <ul style="list-style-type: none"> • Companies and Intellectual Property Commission (CIPC) • Sworn Affidavit in the DTIC Format/ • B-BBEE Certificates 	5	
People living with disabilities (PWDs)-3 Points Proof to be provided Submit a valid medical certificate or document from a medical practitioner confirming the disability or proof from the South African Social Security Agency (SASSA).	3	

NB: Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

DECLARATION CONCERNING COMPANY/FIRM

4.3. **Name of company/firm**.....

4.4. **Company registration number:**

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule.
 - (e) has been applied; and
 - (f) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:



SECTION 2

SPECIAL CONDITIONS OF CONTRACT

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. STATUS OF REQUEST FOR BIDS

- 2.1 The Free State Provincial Treasury is hereby inviting potential bidders for the rendering of catering service for a period of 3 years.
- 2.2 This Request is an invitation for potential Bidders to submit their proposals for the rendering of the services as set out in the Terms of Reference contained herein.
- 2.3 No binding contract or other understanding for the supply of the Services will exist between the Free State Provincial Treasury and any Bidder unless and until the department has executed a formal written contract with the successful Bidder/s.
- 2.4 This bid does not include catering for departmental events, such as the Annual Research Colloquium, where the department is required to use the caterers provided by the venue.

3. SUBMISSION OF BIDS

- 3.1 Completed bid documents should be sealed, clearly marked **FSPT002/25/26** and deposited in the bid box on the address stated in the invitation on or before **06 March 2026 at 11:00 AM, at 55 Merriam Makeba Street, Fidel Castro Building Ground Floor, Bloemfontein.**
- 3.2 Please take note Fidel Castro Building Ground Floor is only accessible during working hours (07:30-16:00).
- 3.3** Bidders must bid for all menus. Deviation from the specification will result in **disqualification.**
- 3.4 Bidders are to ensure that they have received all pages of this document. Bid documents must be submitted in original format and not removed from this document.

4. OBJECTIVE

- 4.1 The objective of the bid is to appoint Caterer/s in line with government's objectives that:
- Promote service providers that are consistent and reliable to provide catering services to the Department in towns within the Free State Province;
 - Ensure that quality service is rendered in line with the Service Level Agreement
 - Improve spend visibility through detailed management reporting;
 - To ensure compliance by the caterers with the service level agreement which will assist with the improvement of caterer's behavior and to prevent possible fruitless and wasteful expenditure.
 - To leverage spend and achieve cost efficiency.

5. SCOPE OF WORK

5.1 The caterers will include but will not be limited to the following:

5.1.1 General

5.1.1.1 The contracted services will be provided to The Free State Provincial Treasury.

5.1.1.2 Penalties incurred as a result of the inefficiency or fault of caterers will be for the caterers' account.

5.1.1.3 The catering services will be done in the towns listed below within the Free State Province.

*Bidders are limited to bid for district/s where they comply with Certificate of Acceptability of Food Premises in terms of Reg.3 (5)a (i) of Gov. Notice R638 of 22/06/2018-FoodStuffs, Cosmetics and Disinfectants Act No 54 of 1972 and must submit certificate for each district they are bidding for indicate the town/s by using tick with an "X" from the table below the town(s) you're bidding.

District (Town/s)	Indicate by using a "X" against the town of your choice
Xhariep district (Trompsburg)	
Lejweleputswa district(Welkom)	
Motheo district (Bloemfontein)	
Fezile Dabi district (Sasolburg)	
Thabo Mofutsanyana District (Phuthaditjhaba and Bethlehem)	

6 PERIOD OF CONTRACT

6.1 The catering contract will be running for a period of 3 years from the date of commencement of the contract.

7. REQUIREMENTS-PRICES

7.1 Prices must be firm for the first year of the contract period. No price adjustments will be allowed during the first year of the contract period inclusive of statutory increases. Price adjustment will only be allowed after 12 months from commencement of the contract. Thereafter, price increases will be considered once annually as directed by the Department utilizing the standard price formula (SBD3.2).

8. REQUIREMENTS OF BID

8.1 Transportation

Transportation costs must be included with the prices for the different menus. The caterer will be expected to have reliable transport.

8.2 Hygiene and Cleanliness

The Department reserves the right to visit the premises of the caterer(s) at any given time to monitor hygiene standards. It is important for caterers to adhere to the principles of good hygiene and understand the implications of bad hygiene practices in their business practices. All service providers are required to provide a Certificate of Acceptability of Food Premises.

8.3 **Cleaning and Removal of Waste from Catered Area**

The caterer shall be responsible for cleanliness in the area (dining rooms, kitchens, boardrooms etc.). The caterer shall be responsible for maintaining areas in a suitable clean and tidy state throughout the catering period. The caterer should ensure that work surfaces are cleaned in accordance with good cleaning practices to minimize the risk of gross contamination.

8.4 **Utensils**

The caterer must provide own cutlery, crockery, tablecloths, serviettes and overlays, and food warmers.

8.5 **Punctuality**

The supplier must adhere fully to times stipulated by catering function. Delivery will not be limited only to Provincial Government Buildings; venues will be indicated /communicated per catering event.

8.6 **Scope of Work**

Caterers are required to render the following catering services depending on the request:

- Breakfast
- Brunch
- Lunch
- Dinner
- Platters

8.7 **Obligations of the Caterer**

- The caterer should provide management services in respect of quality and quantity control as well as supervision of the preparation and serving of food.
- The caterer should manage and supervise its staff, on the premises concerned where the function is to be catered for.
- Caterers to cater upon receiving an official order.
- The caterer shall submit its official invoice after the function is catered for payment.

8.8 **Maintaining Directorate/District Property**

- The caterer should use the facilities and equipment with regard to the principles of energy management and control.
- The caterer shall be responsible for any loss or damage to the facilities and equipment caused by the negligence of the Caterer and its employees.
- Replacement will be at the discretion of the directorate involved.
- The caterer should notify the department at the earliest opportunity of any breakdown.

8.9 **Meal Times**

- Caterers must serve meals at the precise time as agreed on.
- Late meals are not acceptable, and the caterer should co-ordinate with the contact person to keep track of changes of mealtimes etc.

8.10. **Quality of Food**

8.10.1 **Presentation**

Must comply with the following:

- Look presentable (neatly displayed including Bain-Marie's and platters).
- Look appetizing (colour, shape and texture must complement each other).

8.10.2 Taste

- All meals served may be tested and approved by the department representative.
- The taste of the dish must match the description on the menu.
- Food must be palatable e.g. No burnt taste, too salty or over seasoned, taste bland or under seasoned.
- Customer preferences must be taken into account.
- Religious preferences to be considered.
- Apply healthy cooking methods in all instances.

8.10.3 Texture

8.10.3.1 Meat and Chicken

- Must not be dry and stringy.
- Must be juicy and tender.
- Must not be tough and rubbery.
- All saucy dishes will not be oily and must be correctly balanced in terms of sauce and meat.
- Trim excess fat.
- All meat must be fresh and safe for human consumption.

8.10.3.2 Vegetables and Starches

- According to customer preference.
- Must be cooked thoroughly but remain crisp and firm.
- Two vegetables of the same colour may not serve at the same meal.
- Two vegetables of the same type may not be served at the same meal (broccoli and cauliflower).
- Vegetables may not be the same colour as the protein or starch.

8.10.3.3 Sauces

- Must be smooth with no lumps.
- Gravies must be of pouring consistency
- According to customer preference.
- Each dish must have its own serving utensils.
- No food is to be served by hand or with the aid of fingers.
- The size of the serving utensils must be appropriate to the portion size (ladles for soup).
- Slotted spoons may not be used for serving sauce dishes.
- All fried and grilled items must be served with tongs only.
- Chips and other roasted or fried potatoes must be served with a tong or suitable scoop.
- Clean crockery and cutlery must be used at all times, and it must be in good condition.
- Glassware must be in good condition and not chipped or cracked.
- Toothpicks and serviettes must be available to guests.

- Servers must be clean and appropriately dressed and should always be well-behaved.

8.11 Temperature Control

Food must not be reheated and must be kept warm.

8.12. Equipment Requirements

Caterers must determine their equipment needs according to the menu that is being served. Caterers are responsible for supplying all catering equipment when catering for a meal or a function. It is important that caterers understand that all catering equipment should be in good and acceptable condition.

This includes the following:

Cutlery	<ul style="list-style-type: none"> • Knives, Forks, Soup Spoons, Dessert Spoons, Butter Knives, Teaspoons
Crockery	<ul style="list-style-type: none"> • Starter Plates, Entrée Plates, Main Meal Plates, Dessert Plates, Side Plates, Soup, Fish Plates
Glasses	<ul style="list-style-type: none"> • Water, Fruit Juice
Coffee	<ul style="list-style-type: none"> • Tea and Coffee Cups, Saucers
Table Linen	<ul style="list-style-type: none"> • Tablecloths, Overlays, Napkins
Service Equipment	<ul style="list-style-type: none"> • Chaffing Dishes, Bowls, Serving Platters, Tongs, Butter Dishes, Serving Spoons, Forks and Knives etc.
Display	<ul style="list-style-type: none"> • Caterers are responsible to display food attractively and should provide their own decorations for displays

- Ensure that all the above items have been cleaned and correctly sanitized before use.
- Ensure crockery is not chipped or cracked and if so, remove it from service.
- Ensure glassware is not chipped and cracked. Do not use fingerprints if they are visible.
- Linen should be clean, freshly laundered and free of any marks or tears.
- Ensure all serving dishes have been cleaned and are free from cracks and damage.
- Teapots and coffee jugs need regular descaling inside to remove the tannin stains and water scale.
- Cruets need to be emptied regularly and cleaned then dried and refilled.
- Oil and vinegar bottles will become sticky if not washed regularly.
- Sugar containers will absorb moisture if not kept dry.
- Cutlery should be stored in divided trays away from any dust or grease.
- Glassware should be stored in inverted trays away from any dust or grease.
- Never touch food or the inside of glasses, cups, or plates.
- Sugar bowls, cups, and milk jugs must not be picked up or carried with the hand over the top.
- Dishes, plates, glasses, etc. may not be cleaned or polished in the presence of guests.
- If a guest drops a piece of cutlery, pick it up and give them a clean one.

9. OPENING OF BIDS

9.1 Bids will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. **Bids delivered after the above-mentioned stipulated time and date will not be considered.**

10. EVALUATION PROCESS

10.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Mandatory and Administration requirements	Functionality Bidders to score a minimum point of 80 to be considered for further evaluation of price and specific goals	Bids are evaluated in terms of the 80/20 preference system a) 80 = Price and b) 20 = Specific Goals	Recommendation n and Appointment
<p><u>MANDATORY</u></p> <ol style="list-style-type: none"> CSD Registration Tax compliance status. Bidders /Members/ Individuals should not be restricted in terms of the National Treasury Database of Restricted/defaulted suppliers. Bidders/Members/ Individuals should not be in the employment of the State. Certificate of Acceptability of Food Premises in terms of Reg3 (5)a (i) of Gov. Notice R638 of 22/06/2018- FoodStuffs, Cosmetics and Disinfectants Act No 54 of 1972. (Health Certificate) <p><u>ADMINISTRATIVE REQUIREMENTS</u></p> <ol style="list-style-type: none"> Completion of SBD forms. Completion of relevant Annexures 	<p>Functionality criteria as set in the bid document.</p> <p>Bids will be assessed to verify bidders' capability and ability to execute the contract.</p>		<p>Recommendation and appointment by the Department</p>

10.2 Phase I: Mandatory Requirements

During this phase Bidders' response will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

10.3 Registration of the Central Supplier Database (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
Provide a copy of the CSD Registration Report.

10.4 Valid Tax Compliance Status Pin

Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Compliance Status Pin.

10.5 Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents. On-compliance with this condition will invalidate the bid for such services offered.

10.6 Phase II: Functionality

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows: Failure to meet the minimum score of 80 points on functionality will disqualify the Bidder/s.

Prospective bidders will be rated on each functionality criterion in accordance with the following matrix.

CRITERIA FOR FUNCTIONALITY		DOCUMENTS/PROOF TO BE ATTACHED	WEIGHTS
1	<p>Demonstrated Capacity of Service Provider to Perform the Service</p> <p>i) Valid Certificate of Acceptability (COA) issued within the bidder's local municipality = 25 Points</p> <p>ii) Certificate of Acceptability issued outside the bidder's municipality = 0 Points</p>	<p>A valid Certificate of Acceptability issued in terms of the <i>Regulations Governing General Hygiene Requirements for Food Premises and the Transport of Food</i> (Regulation 3(6) and 3(9) of Regulation No. 962 of 23 November 2012, under the National Health Act, 61 of 2003).</p> <p>The certificate must relate to the suitability of the building and equipment and must be issued by the relevant municipality.</p> <p>Additional Requirement: If bidding for multiple districts, a valid Certificate of Acceptability must be submitted for each district in order to qualify for that district.</p>	25 Points
2	<p>Bidder's Relevant Experience in the Catering Environment</p> <p>Assessment of the Bidder's past experience in completing similar catering services.</p> <ul style="list-style-type: none"> • Below 5 jobs: 0 Points • 5 – 10 jobs: 10 Points • 11 – 20 jobs: 20 Points • Above 20 jobs: 30 Points 	<p>Reference letter(s) covering the period 01 April 2023 to date, which must include:</p> <ol style="list-style-type: none"> 1. Number of services rendered (with order numbers). 2. Client contact details. 3. Date of services rendered. 4. Value of each contract. 5. Number of people catered for. <p>Compliance Requirements:</p> <ul style="list-style-type: none"> • Must be on the client's letterhead and signed by an authorised official. • Must include verifiable contact details. • Must be accompanied by corresponding official purchase order(s). • Reference letters indicating poor service will not be considered. 	30 Points



3	<p>Experience and Qualifications of Key Personnel – 25 Points</p> <p>Assessment of the qualifications and experience of personnel responsible for food preparation.</p> <p>Scoring Matrix – Experience:</p> <ul style="list-style-type: none"> • 1-2 year experience without qualifications: 5 Points • 3-4 years' experience with qualifications: 15 Points • 5 years or more ' experience with qualifications: 25 Points. 	<p>Required Proof:</p> <ul style="list-style-type: none"> • CVs of key personnel responsible for food preparation. • Certified qualification(s) such as any recognized certificate or a National Diploma in Food and Beverage. • Foreign qualifications must be accompanied by SAQA evaluation certificates. 	25 Points
4	<p>FINANCIAL CAPACITY</p> <p>Demonstrated capacity of supplier to deliver</p> <ol style="list-style-type: none"> i. Proof of Bank Statement with cash flow of not less than R20 000.00 for the past six (06) months = 10 Points ii. Letter from the bank indicating revolving credit of not less than R50 000.00 over six (6) months. = 6 Points iii. Letter of commitment to provide funding from National Credit Regulator accredited service provider for R50 000.00 or more. = 4 Points <p>Submission of all of the above = 20 Points</p>	<p>Required Proof:</p> <ul style="list-style-type: none"> • Bank Statement is not older than six (06) Months. • Bank guarantee • National Credit Regulator accredited service provider 	20 Points
TOTAL FOR FUNCTIONALITY:			100

10.7 Phase III: Preference Point System

10.7.1 In terms of regulation 4 of the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022, responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to Bidders based on:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

10.7.2 The following formula will be used to calculate the points for price: **80/20**

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

Where

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotions of enterprises located in Free State Province	7	
Black ownership	5	
Black Women ownership	5	
People living with disability (PWDs)	3	
Any of the following can be provided: <ul style="list-style-type: none"> • Fully completed DTIC (Department of Trade Industry and Competition) • B-BBEE Certificate • Companies and Intellectual Property Commission (CIPC) • Submit a medical certificate or a similar document from a medical practitioner confirming the disability or proof from South African Social security Agency (SASSA) 		

Bids will be evaluated in terms of the Preferential Procurement Regulation, 2022, Regulation 4 and in terms of the formula to calculate the point out of 80 for price and 20 in terms of specific goals. (Refer to SBD 6.1) in respect of a tender.

Bidders are required to complete the preference claim form (SBD 6.1) and submit the required documents to claim points for specific goals. A valid B-BBEE verification certificate issued by a verification agency accredited or a certified copy of a valid sworn affidavit (DTIC format) signed by the representative and attested by a commissioner of oath.

NB: Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

Failure on the part of the Bidder to comply with paragraphs 18.4 above will be deemed that points for specific goals are not claimed and will therefore be allocated a zero (0).

10.8 Phase IV

Negotiation, Recommendation and Appointment.

11. OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
Specific Goals	20
Grand Total	100

NB: The total bid price must be inclusive of all relevant taxes.

12. ADJUDICATION OF THE BIDS

The adjudication of bids will be conducted in accordance with the Preferential Procurement Regulation 2022.

The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Treasury.

13. RECOMMENDATION AND AWARD OF CONTRACT

- 13.1 The outcome of the bid will be published in the Provincial Tender Bulletin and on e-Tender Portal and Departmental website.
- 13.2 Free State Provincial Treasury reserves its right at its sole discretion to appoint one or more bidders to a town. The number/allocation of service providers to be appointed is the prerogative of the Accounting Officer.

14. LATE BIDS

- 14.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder.

15. COUNTER CONDITIONS

- 15.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders will result in the invalidation of such bids.

16. FRONTING

- 16.1 Government supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 16.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor conducting business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department may have against the Bidder / contractor concerned.

17. SUPPLIER DUE DILIGENCE

- 17.1 The Government reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This may include site visits.

18. VERIFICATION OF BIDDERS

- 18.1 During the Bid Evaluation and Adjudication process, the status of the supplier must be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in PFMA SCM Instruction Note No.3 of 2021/22, Enhancing compliance, transparency and accountability in SCM will be applied.

19. PRESENTATION

- 19.1 The Department may require presentations/interviews from the short-listed Bidders as part of the bid process during the Evaluation stage.

20. COMMUNICATION AND CONFIDENTIALITY

- 20.1 The Department may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 20.2 All communication between the Bidder and the Department must be done in writing.

- 20.3 Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, and its offers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 20.4 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
- 20.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 20.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
- 20.7 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Treasury, except were authorized in writing to do so. All documents will remain the property to the FSPT.
- 20.8 By submitting a bid, the bidders consent to the processing of their information and sharing such information with other parties for purposes of considering and awarding the bid.

21. FINANCIAL MANAGEMENT

- 21.1 The Caterers must implement the rates negotiated by the Provincial Treasury with successful bidders where applicable, subject to cost containment measures.
- 21.2 The Caterers will be responsible for managing the service provider accounts. This will include the timely receipt of invoices to be presented to Free State Provincial Treasury for payment within the agreed time period.
- 21.3 Cost savings must be achieved.
- 21.4 The Caterers are responsible for the consolidation of invoices and supporting documentation to be provided to the Free State Provincial Treasury's Financial Department on the agreed time period (e.g. weekly).
- 21.5 This includes attaching the Purchase Order and other supporting documentation to the invoices reflected on the Service provider.
- 21.6 The Free State Provincial Treasury will settle the service providers' accounts within the agreed payment terms.

22. NEGOTIATIONS

- 22.1 Each respective Accounting Officer reserves the right to negotiate prices with shortlisted bidders to arrive at an acceptable market-related price.

23 CONFIDENTIALITY

- 23.2 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that he/she has been awarded the contract.
- 23.3 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Treasury, except were authorized in writing to do so.
- 23.4 Free State Provincial Treasury agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required and/or authorized by law after awarding of the bid.

24 AGREEMENTS

- 24.2 A Service Level Agreement shall be entered into with the Provincial Treasury to clarify specific operational provisions. The Service Level Agreement will be subject to the General Condition of Contract (GCC) and the Special Condition of Contract (SCC).
- 24.3 Should funds no longer be available to pay for the execution of the responsibilities of Bid **FSPT002/25/26**, due to policy prioritisation, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

25 SETTLEMENT OF DISPUTES

- 25.1 Notwithstanding clauses 27 of the GCC, mediation proceedings will not be applicable to this contract.

26 OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 26.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Treasury or a provincial public entity may not have business interest in any entity conducting business with the Provincial Treasury.
- 26.2 According to the Public Service Regulations, 2016, government employees must not do business with any organ of state.
- 26.3 The Provincial Treasury will not award any tender or enter into any contract with an employee in the employment of the State.
- 26.4 All bids received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be disqualified.

27 JOINT VENTURE AGREEMENTS

- 27.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal, and a JV agreement should be submitted together with the bid. Kindly complete the attached **Annexure A** and register on the CSD as a Joint Venture.
- 27.2 Individual Entity/is must all be registered on the CSD and after closing and/or awarding, register a Joint Venture or a Consortium on the CSD.

28 ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

- 28.1 Failure to accept the Special Condition of Contract or any part thereof may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in the disqualification of the bid.

28.2 THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the company, hereby certify that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE CAPACITY

Contact person of the company: _____

Tel. of company: () _____ Fax of company: () _____



SECTION 3



GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and document
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown, or produced 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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>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.</p> <p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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 sub bidders) 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</p>
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	<p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>



5. Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance security	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none">(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or(b) a cashier's or certified cheque <p>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.</p>



8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>



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: <ul style="list-style-type: none">(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>



21. Delays in the supplier's performance	<p>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.</p> <p>21.2 If at any time during performance of the contract, the supplier or its sub bidder(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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>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:</p> <ul style="list-style-type: none">(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. <p>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.</p>



24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.



28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998. 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public-sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.



SECTION 4



ANNEXURE A

FSPT002/25/26: RENDERING OF CATERING SERVICES TO THE FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Offered or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

SIGNED ON BEHALF OF BIDDER

Date: