



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 26/01

SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENIC SERVICES FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD) FOR A PERIOD OF 36 MONTHS.

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	

PREPARED BY:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE AND RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

**Compulsory Briefieng Session
Venue**

**: Date 20 May 2026 @10am
: Agri Village 1, 69/67 Biccard Street
Polokwane, 0700**

**CLOSING DATE
Time**

**: 03/06/2026
: 11h00**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACDP 26/01	CLOSING DATE:	03 June 2026	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENIC SERVICES FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (LDARD) FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
LIMPOPO					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NDLOZI VS		CONTACT PERSON	Shirami F	
TELEPHONE NUMBER	015 294 3564		TELEPHONE NUMBER	015 294 3093	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ndloziv@agric.limpopo.gov.za		E-MAIL ADDRESS	shiramif@agric.limpopo.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
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid number: ACDP 26/01
Closing Time: 11:00	Closing date: 03 June 2026

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DISCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

-
- Required by:
 - At:
 - Brand and model
 -
 - Country of origin

 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/not firm

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. 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
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

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%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- 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.

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

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

4. 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

B 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 rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as 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

.....
Signature of Bidder

.....
Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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.

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

**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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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	MEANS OF VERIFICATION	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)
---	-----------------------	--	--

Black People ownership > 51%	CSD Report and copy of company registration document	5	
Women Ownership > 51%	ID Document	4	
Persons with Disability Ownership >51%	CSD and Medical Certificate from recognized Medical Practitioner	5	
Youth Ownership >51%	ID Document	6	
TOTAL POINTS		20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TERMS OF REFERENCE

FOR

**SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENIC SERVICES
FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
(LDARD) FOR A PERIOD OF 36 MONTHS.**

1. PURPOSE

To request the Head of Department, to appoint a suitable service provider for supply, delivery, installation and maintenance of hygienic services at Head Office, Agrivillage 1 and Agrivillage 2 for a period of **three (3)** years.

2. BACKGROUND

In accordance with the provision of the Occupational Health and Safety Act (No: 85 of 1993), all National and Provincial government Departments are obliged to provide a clean, healthy, hygienic, and safe working environment.

The main objective of this project is to provide, as far as reasonably practicable, a working environment that is safe and without risk to the health of employees and visitors in compliance with the provision of the Occupational Health and Safety Act. (OHSA).

The Department has since acquired the services of hygienic products in order to provide hygienic working environment for its employees for the past 3 years. A new contract has to be facilitated for the supply, delivery, installation and maintenance of Hygienic services for Temo Towers, Agri-village 1&2 for the period of three (3) years.

3. DELIVERY POINT

The required Hygienic products must be delivered and installed and maintain at the following address:

TEMO TOWERS BUILDING (Department of Agriculture and Rural Development) and Agrivillage 1 & 2

67/69 Biccard Street

POLOKWANE

0700

4. DURATION

The bid period is **three (3)** years subject to performance.

5. SCOPE OF WORK AND DELIVERABLES

Service Providers are requested to supply, delivery, install and maintain hygienic services as per the schedule below:

HYGIENIC SERVICES: SUPPLY AND INSTALLATIONS OF DISPENSERS	FREQUENCY	QTY	UNIT PRICE
TEMO TOWERS			
Supply and install Stainless steel Air Towel in all the toilets (auto hand dryers)	As when is broken	23	R

<p>Height: 240mm – 250mm</p> <p>Depth:150mm - 200mm</p> <p>Width:250mm - 270mm</p> <p>Weight: 5.9 kg – 6.2kg</p>			
<p>Supply and install automated air freshener dispensers</p> <p>(for bathrooms and passages)</p> <p>75ml -100ml</p> <p>air fresheners</p> <p>Dimension: 229mm – 238mm</p> <p>Weight 500g- 1kg</p> <p>Construction: ABS/PP</p> <p>Batteries: 4 x AA alkaline (Between 12Volts -24 Volts)</p>	Twice per month	49	R
<p>Supply and install liquid hand soap dispenser (bathrooms)</p> <p>Dimensions: 134 x 251 x 112 – 125 x 208 x 118</p> <p>Capacity: 1 litre</p> <p>Weight: 433g-2kg</p> <p>Construction: ABS</p>	Once a week	23	R
<p>Supply and install Auto Hand-sanitiser dispenser (main entrance, near staircases – East & West sides Wellness Centre, Therapy Room)</p> <p>Spray dispenser touchless</p> <p>1000ml - 1200ml refill</p>	Twice per month	15	R
<p>Supply and install Toilet seat foam spray dispenser</p> <p>Dimension: 134 X 251X 112</p> <p>Weight 340g – 400g</p> <p>Construction: ABS</p>	Twice per month	29	R
<p>Supply and install Toilet roll holder dispenser:</p> <p>3 Tier roll holder</p> <p>Lockable</p>	As when is broken	29	R

Capacity: holds 3 toilet rolls Wall mounted			
Supply and install Dishwash soap dispenser (Kitchen) 1.2 litre refillable soap dispenser Mounting: wall-mounted Height: 155mm Depth: 85mm Width: 180mm	Once a week	9	R
Supply and install Sanitary plastic bag dispenser Dispenser: Dimension(mm): 98 X 176 X 35 Weight 105g – 200g Construction: ABS 50 pkt	Once per month	22	R
Supply standard Sanitary bins Auto Capacity: 20 litres - 23 litres Height: 550mm – 600mm Depth: 125mm - 160mm Width: 420mm – 510mm	Once a week	22	R
Supply and install Auto Dispenser in all toilets Height: 241mm Depth: 75mm Width: 315mm	Twice a month	29	R
Supply and install Auto Dispenser in all urinary bowels Height: 241mm Depth: 75mm Width: 315mm	Twice a month	13	R

AGRIVILLAGE 1		QUANTITY	UNIT PRICE
Supply and install Stainless steel Air Towel in all the toilets (auto hand dryers) Height: 240mm – 250mm Depth:150mm - 200mm Width:250mm - 270mm Weight: 5.9 kg – 6.2kg	As when is broken	8	R
Supply and install automated air freshener dispensers. 75ml air fresheners Dimension: -229 x 139 x 78 Weight 500g Construction: ABS/PP Batteries: 4 x AA alkaline (Between 12Volts -24 Volts)	Twice a month	10	R
Supply and install liquid hand soap dispenser (bathrooms) Dimensions: 134 x 251 x 112 – 125 x 208 x 118 Capacity: 1 litre Weight: 433g-2kg Construction: ABS	Once per week	6	R
Supply and install Toilet roll holders 3 Tier roll holder Lockable Capacity: holds 3 toilet rolls Wall mounted	As when is broken	8	R
Supply and install Auto Hand-sanitiser dispenser (main entrance, near staircases – Library, East & West sides) Spray dispenser touchless 1000ml - 1200ml refill	Twice per month	5	R
Supply and install Toilet seat foam spray dispenser Dimension: 134 X 251X 112	Twice per month	8	R

Weight 340g – 400g Construction: ABS			
Supply and install Dishwash soap dispenser (Kitchen) 1.2 litre refillable soap dispenser Mounting: wall-mounted Height: 155mm Depth: 85mm Width: 180mm	Once per week	9	R
Supply and install Sanitary plastic bag dispenser Dimension(mm): 98 X 176 X 35 Weight: Between 105g – 200g Construction: ABS 50 pkt	Once a month	6	R
Supply standard Sanitary bins Auto Capacity: 20 litres - 23 litres Height: 550mm – 600mm Depth: 125mm - 160mm Width: 420mm – 510mm	Once a week	6	R
Supply and install Auto Dispenser in all toilets Height: 241mm Depth: 75mm Width: 315mm	Twice month a	8	R
Supply and install Auto Dispenser in all urinary bowels Height: 241mm Depth: 75mm Width: 315mm	Twice month a	4	R

AGRIVILLAGE 2		QUANTITY	UNIT PRICE
Supply and install Stainless steel Air Towel in all the toilets (auto hand dryers) Height: 240mm – 250mm Depth:150mm - 200mm Width:250mm - 270mm Weight: 5.9 kg – 6.2kg	As when is broken	6	R
Supply and install automated air freshener dispensers. 75ml air fresheners Dimension: 229 x 139 x 78 Weight: Between 500g – 900g Construction: ABS/PP Batteries: 4 x AA alkaline (Between 12Volts -24 Volts)	Twice a month	8	R
Supply and install liquid hand soap dispenser (bathrooms) Dimensions: 134 x 251 x 112 – 125 x 208 x 118 Capacity: 1 litre Weight: 433g-2kg Construction: ABS	Once a week	4	R
Supply and install Toilet roll holders 3 Tier roll holder Lockable Capacity: holds 3 toilet rolls Wall mounted	As when is broke	6	R
Supply and install Auto Hand-sanitiser dispenser (main entrance, near staircases – East & West sides. Spray dispenser touchless 1200ml refill	Twice a month	4	R
Supply and install Toilet seat foam spray dispenser Dimension: 134 X 251X 112	Twice a month	6	R

Weight: Between 340g – 400g Construction: ABS			
Supply standard Sanitary bins Auto Capacity: 20 litres - 23 litres Height: 550mm – 600mm Depth: 125mm - 160mm Width: 420mm – 510mm	Once a week	4	R
Supply and install Dishwash soap dispenser (Kitchen) 1.2 litre refillable soap dispenser Mounting: wall-mounted Height: 155mm Depth: 85mm Width: 180mm	Once a week	4	R
Supply and install Sanitary plastic bag dispenser Dimension(mm): 98 X 176 X 35 Weight: Between 105g – 200g Construction: ABS 50 pkt	Once per month	4	R
Supply and install Auto Dispenser in all toilets Height: 241mm Depth: 75mm Width: 315mm	Twice per month	6	R
Supply and install Auto Dispenser in all urinary bowels Height: 241mm Depth: 75mm Width: 315mm	Twice per month	4	R
TOTAL AMOUNT (first year only)			R
15% VAT			R
TOTAL AMOUNT INCLUSIVE OF VAT (first year only)			R

NB: price for 2nd and 3rd year will be covered during price adjustment.

5.1 DELIVERABLES OR PROJECT OUTPUT

- a) The service provider shall provide enough equipment and dispensers as per the Scope of Work to enable the smooth running of Hygienic services in our Department.
 - b) The service provider shall continuously provide enough consumables as required by the Department.
 - c) The service provider should develop, monitor and provide a schedule and deep cleaning checklists.
 - d) The service provider should ensure that the deployed staff are always presentable and identified by wearing uniform with Company Logo.
- **Replenish Consumables & Equipment:** Supplying, installing, and servicing soap dispensers, sanitizer dispensers, seat foam dispensers, and sanitary bins.
 - **Deep Cleaning:** Deep cleaning of toilet bowls, basins, and urinals, including sanitizing with relevant chemicals every month (end).
 - **Waste Management:** Emptying and cleaning waste bins, including sanitary bins in toilets. - removal to comply with Occupational Health and Safety Act. (OHSA).
 - **Compliance & Standards:** All supplied materials must meet South African Bureau of Standards (SABS) requirements.

6. BID EVALUATION CRITERIA

<i>CRITERIA</i>	<i>REQUIREMENTS</i>
Pre-compliance criteria	Bidders must submit all documents as outlined below.
Functionality	Bidders must obtain a minimum of 60 points to be evaluated further on price and Specific Goals
Price	The lowest bidder will be allocated 80 points. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

6.1 PRE-COMPLIANCE EVALUATION

- i. During this phase bid responses are registered and to ascertain the number of bid responses received before the closing date and time.
- ii. The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:
 - a) Business registration including details of directorship and membership
 - b) In the service of the state status
 - c) Tax compliance status
 - d) Identity number (s)
 - e) Tender defaulting and restriction status, and

- f) Any additional and supplementary verification information communicated by National Treasury
- g) Execution plans on how they intend to execute the work

6.1.1 REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.2	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Declaration of Interest – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3)
Preference Point Claim Form – SBD 6.1	YES	Must be fully completed, signed and non-Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
Joint Venture Agreement/ Power of Attorney in case of Joint Ventures	YES	Must submit Joint Venture Agreement or Power of Attorney in case of Joint Ventures
Specification	YES	Must comply with the specification
Waste Transport Hazardous Registration Certificate.	YES	Must be submitted with the Bid on the closing date and time.
Disposal / treatment certificate from the local authority and the relevant Government entity	YES	Must be submitted with the Bid on the closing date and time.
Letter of intent to contract above accredited or approved service provider for waste transport and disposal / treatment certificate.	YES	Must be submitted with the Bid on the closing date and time.

6.1.2 Bidders must ensure that they meet the following requirements before the bid can be awarded:

CRITERIA	REQUIREMENT
Tax compliance status	Bidder must be tax compliant before the bid is awarded,
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

6.2 TECHNICAL EVALUATION

Bidders will be evaluated based on functionality. The minimum threshold for functionality is **60 points out of 100 points**. Bidders who fail to meet minimum threshold will be disqualified and will not be evaluated further for price and preference points.

CRITERIA	SCORING INDICATORS	SCORING GUIDE/ VALUE	WEIGHT
Company Experience in the field of Hygienic Services. Detailed experience of company relating to similar work and track record (failure to submit will forfeit points): 1. Contract appointment letters or orders with contact details and values of the contracts 2. Reference letters for each contract (use ANNEXURE A provided). Below information must be provided on the Reference Annexure A attached:	7 years and above	5	60
	3-6 years in operation and experience	3	
	1-2 years in operation and experience	2	
	Less than 1 year in operation and experience.	1	

<ul style="list-style-type: none"> • Signed and on an entity letterhead. • Clearly indicate the type of service provided. • Reference letters to be dated, stamped and signed • Contract duration. • Relevant contact person's name, surname and position • Relevant contact number/s <p>LDARD reserves the right to contact these Organisations, without prior notice to the bidder</p>	No information provided	0	
<p>Experience in contracts of similar value in Hygienic Services. Proof such as:</p> <ol style="list-style-type: none"> 1. Contract appointment letters or orders with contact details and values of the contracts 2. Reference letters for each contract <p>(use ANNEXURE A provided).</p>	Above 150% of this Bid Offer	5	20
	101% to 150% of this Bid Offer	4	
	61% to 100% of this Bid Offer	3	
	31% to 60% of this Bid Offer	2	
	11% to 30% of this Bid Offer	1	
	Up to 10% of this Bid Offer	0	
<p>Hygiene Equipment maintenance personnels (2 female and 1 male) with minimum 3 years' experience.</p> <p>Bidders must submit CVs of key personnels with experience in Hygiene services including their:</p> <ol style="list-style-type: none"> 1. CVs 2. formal training certificates and 3. Identity documents <p>(Failure to attach proof will forfeit the points).</p>	6 years and above with 4 personnels	5	15
	4-5 Years with 3 personnels	3	
	3-4 Years with 2 personnels	2	
	1-2 years with 1 personnel	1	
	No experience	0	
<p>Any formal qualification for Management (minimum National Diploma) coupled with experienced in Hygiene services.</p> <ol style="list-style-type: none"> 1. CVs 2. formal training certificates and 3. Identity documents <p>(Failure to attach proof will forfeit the points).</p>	6 years and above	5	05
	4-5 Years	3	
	3-4Years	2	
	1-2 years	1	
	No experience	0	
Total			100

6.3 APPLICATION OF PREFERENCE POINT SYSTEM

6.3.1 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

- a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph
- b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- c. A maximum of **20 points** will be awarded in accordance with the table below:

NO	SPECIFIC GOALS	20 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	5	CSD Report and copy of company registration document
2	Women Ownership > 51%	4	ID Document
3	Persons with Disability Ownership >51%	5	CSD and Medical Certificate from recognized Medical Practitioner
4	Youth Ownership >51%	6	ID Document
TOTAL POINTS		20	

- d. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- e. **Only the tender with the highest number of points scored may be selected for an award.**

7. SPECIAL CONDITIONS OF THIS BID

LDARD reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- d. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- e. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- f. To cancel the contract should the bidder fail to comply with the stipulated conditions.
- g. **Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.**

8. VALIDITY PERIOD OF BID

- The validity (binding) period for the bid will be **240 days** from close of bid.
- However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

9. CONDITIONS

- a) This bid and all contracts will be subjected to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 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.
- b) The Hygiene Service Provider is to refer to and comply with Waste Removal Management regulations.
- c) LDARD will furnish the Service Provider with all relevant and available data and information, which is necessary to perform the services under the agreement.
- d) LDARD will become the owner of all information, documents, programmes, advice and reports generated and compiled by the Service Provider in the execution of the services.

- e) The copyright of all documents and reports compiled by the Service Provider will vest in LDARD and may not be reproduced or distributed or made available in any other way without the written consent of LDARD.
- f) All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of LDARD.
- g) Appointment is subject to both parties agreeing with the Service Level Agreement; both parties must sign the agreement.
- h) The Service Provider is entitled to general knowledge acquired in the execution of this agreement and may use it, if it shall not be to the detriment of the LDARD.
- i) The successful bidder shall provide the service required based on the set timelines agreed with LDARD.
- j) Conditions stipulated in the general conditions of the contract will be applicable should any of the parties fail to deliver (read together with the Service Level Agreement signed by both parties).
- k) On termination of the agreement, for whatever reason (s), all documents, programmes, reports, must be handed to LDARD, The Service Provider relinquishes the right of retention thereof.
- l) The Service Provider will be liable for any loss/damage of assets during the contract period.
- m) Financial penalties will be issued as determined in the Service Level Agreement.
- n) The successful bidder is required to supply, delivery, install and maintain hygienic services as per the specifications.
- o) Bidders are expected to attach a minimum of (3) three client reference list with contact details to the proposal.
- p) Bidders are expected to attach/submit their plans on how they are going to execute the task.
- q) Joint ventures and or any partnership must be in writing stating the responsibility of each party and the person responsible for the signing of bid documentation or any related business decision
- r) Payment of service shall be made upon the receipt of the project deliverables as per the approved implementation plan.
- s) All equipment and detergent should be SANAS/SABS approved.

Human resource planning must be reflected and not limited to the following:

- Project Team members and qualifications
- Clear roles and responsibilities

10. PRICING

- a) Bidders are required to indicate their rates (costs) inclusive of all applicable taxes.

- b) The price Bid must include VAT and should be fully inclusive to deliver all outputs indicated in the terms of reference.
- c) **Bidders must ensure that the Total Bid Price (Including VAT) must be the same on SBD 3.2. Failure to comply with this requirement will lead to disqualification.**
- d) Bidders must ensure that they indicate the Bid Prices (Including VAT).
- e) All other cost increases will be negotiated, not exceeding the actual inflation rate Consumer Price Index (CPI).
- f) Bid price will be fixed for the first 12 months thereafter Consumer Price Index (CPI) will apply.
- g) LDARD will not make an upfront payment to a successful service provider. Payments will only be made in accordance with the delivery of service that will be agreed upon by both parties and receipt of an original invoice.
- h) Bid prices must be inclusive of all related cost (e.g. supply, delivery, install, Transport, and other related expenses to be incurred, etc.) and must be inclusive of 15% **VAT**.

11. INDEMNITY

11.1 If a bidder breaches the conditions of this bid and, as a result of that breach, LDARD incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds LDARD harmless from any and all such costs which LDARD may incur and for any damages or losses LDARD may suffer.

11.2 If the Service Provider fails to perform the Services as specified in this Agreement, the Department shall, without prejudice to any of its other rights, be entitled to impose penalties on the Service Provider. The Department shall be entitled to set-off a penalty fee of 5 % (Five) percent of the management and administration fee against the Service Provider's invoice.

12. REPORTING REQUIREMENTS

12.1. The service provider shall report to the relevant Director.

12.2. The service provider should conduct monthly inspections on quality and standards, and quarterly written reports should be submitted to the Director.

13. MONITORING AND EVALUATION

Successful bidder shall conduct monthly inspection on all equipment installed in order to ensure that they are in good condition, they successful bidders should also refill all items as indicated on the scope of work and submit report thereof.

14. PROJECT MANAGEMENT

Service Provider must always comply with safety regulations during operations or during the rendering of the above-mentioned services.

15. WORKING UNIFORMS

- All Service Provider staff are to wear protective working uniforms, headgear and masks, and safety shoes and/or safety boots (appropriate to their tasks and functions) whilst on duty.
- The Service Provider shall supply all working uniforms, which shall be of good quality for all different seasons. All uniforms must bear the name and logo of the Service Provider.
- The Service Provider shall ensure that all its personnel employed are at all times neatly dressed, presentable and hygienic. The Service Provider must issue a full protective uniform including gloves.
- According to OHS regulations the service provider must provide relevant PPE and ensure that it is worn at all times.

16. ARITHMETICAL ERRORS

The SCMU official checks all bids for arithmetical errors. Where errors occur, they are corrected as follows:

- where there is a difference between the amounts in figures and in words, the amount in words overrules the amount in figures.
- where the line-item total differs from the unit rate multiplied by the quantity, the value of the unit rate multiplied by the quantity overrules the quoted total, unless there is an obvious misplacement of the decimal point in the unit rate, in which case the line- item total is accepted, and the unit rate is corrected.
- where there is an error in the total of the prices, either as a result of corrections made by the SCMU or of a mistake in addition by the bidder, the buyer corrects the total; and
- the SCMU informs the bidder of the needed corrections and requires that he accept these in writing or withdraws his bid. If the bidder does not accept the corrections, his bid is withdrawn from evaluation. The SCMU does not give the bidder the opportunity to stand by a lower but uncorrected price



**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

ANNEXURE: CLIENT REFERENCE FORM

Note to Bidder: This form must be completed by the Client/Referee of the project listed. A separate form is required for each project reference provided to meet the functionality requirements of the bid.

1. BIDDER DETAILS

Name of Bidder (Entity Name):	
CSD Registration Number (MAAA):	
Bid Number / Reference:	

2. PROJECT DETAILS (To be verified by Referee)

Project Information Field	Detailed Description / Response
Project Title / Contract Name	
Scope of Work Provided	
Contract Amount (Including 15% VAT)	R
Project Commencement Date	
Project Completion Date	
Total Project Duration (Months/Years)	

3. PERFORMANCE RATING (To be completed by Referee)

Please tick the appropriate box for each category:

Performance Indicator	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
Quality of Goods / Services					
Technical Competence					
Communication & Professionalism					

General Comments on Bidder's Performance:- Please attach a separate document if you have more information

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4. REFEREE DECLARATION

I, the undersigned, confirm that the above-named bidder performed the services/works as described and that the details provided are a true reflection of the project.

Name & Surname: _____

Designation: _____

Organization / Department: _____

Contact Number: _____

Email Address: _____

Signature: _____ Date: ____ / ____ / 20__

[OFFICIAL STAMP OF THE REFEREE ORGANIZATION]

Annexure A
GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

In this document words in the singular also mean in the plural and vice versa and words in the masculine 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
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13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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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

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified 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.

Js General Conditions of Contract (revised July 2010)