

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE DEPARTMENT OF
AGRICULTURE

ENQUIRES/ BID DOCUMENTS: Ms D Prinsloo/ L. Dimanda

SPECIFICATIONS: Ms. C Louw

BID NUMBER: Bid 920 – 2023/2024

CLOSING TIME: 11:00

VALIDITY PERIOD: 120 Days

TELEPHONE: (021) 808 5442/ 5150

TELEPHONE: (021) 808 5145

CLOSING DATE: 26 February 2024

DESCRIPTION: CATERING SERVICES AT THE HEAD OFFICE OF THE WESTERN CAPE DEPARTMENT OF AGRICULTURE:
ELSENBURG

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Head of Department
Department of Agriculture
Private Bag X1
Elsenburg
7607
GPS Co-ordinates: 33.845259 S 18.834722 E

OR

DEPOSITED IN THE BID BOX SITUATED AT:

The Security Gate
Muldersvlei Road
Elsenburg

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

COMPULSORY MEETING:

Date:

Time:

Venue:

13 February 2024

09:00

Auditorium (At Reception),

Department Of Agriculture, Muldersvlei Road, Elsenburg

GPS Co-Ordinates: 33.845259 S 18.834722 E

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	920 – 2023/2024		CLOSING DATE:	26/02/2024		CLOSING TIME:	11:00
DESCRIPTION	CATERING SERVICES AT THE HEAD OFFICE OF THE WESTERN CAPE DEPARTMENT OF AGRICULTURE: ELSenburg						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Muldersvlei Road (Tender Box at Security Gate)				GPS Co-ordinates: 33.845259 S 18.834722 E			
Elsenburg							
7607							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	D Prinsloo / L Dimanda			CONTACT	C Louw		
TELEPHONE NUMBER	021 808 5442 / 5150			TELEPHONE	021 808 5154		
FACSIMILE NUMBER	None			FACSIMILE	None		
E-MAIL ADDRESS	Davita.Prinsloo@westerncape.gov.za Luna.Dimanda@westerncape.gov.za			E-MAIL ADDRESS	Christine.Louw@westerncape.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	WCSEB No.		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes No			B-BBEE STATUS LEVEL			

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] Yes No	SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	Yes <input type="checkbox"/> [IF YES ENCLOSE PROOF]	No <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			YES	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<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, 2017, 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 (WCBD7).</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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH 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 AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.</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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT:

- All bids must be submitted on the official forms – (not to be re-typed)
- **Use black ink to fill in these form**
- No bids forwarded by telegram, telex, facsimile are considered, however photo-stat copies or facsimiles which is filled in and signed original will be accepted as valid.
- All bid offers received will be advertised on the Departments website.
<http://www.elsenburg.com/jobs-and-tenders/bid-opening-certificates>
 Bids will be opened after 11h00 on the day of bid closure.
- Compulsory documents such as WCBD 1, WCBD 3, WCBD 4, WCBD 6.1 and BEE Certificate must be valid and all fields to be duly completed for the validity of the bid as stipulated on the bid documents. It will be the bidder's responsibility to ensure that any expired documents to be resubmitted to the department.
 If at the Bid Evaluation phase documents were not received bidders will be deemed to be non-compliant and the bid will be passed over for the evaluation purpose.
- All Taxes must be included in the tender price.

Central Supplier Database Registration

As of 1 April 2016 the Provincial Government of the Western Cape will **ONLY** contract with businesses duly registered on the Central Supplier Database

All **prospective** Service Providers are invited to register as a supplier on the Central Supplier Database. Enquiries regarding the registration process may be referred Western Cape Support on 086 122 5577 / sa-supplierdatabase@sap.com

Please sign that you have read and understood the requirements /conditions of the bid.

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Goods/Services)

NAME OF BIDDER: BID NO.: **Bid 920 – 2023/2024**

CLOSING TIME **11:00**

CLOSING DATE: **26 February 2024**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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Rendering of a catering service at the department of Agriculture: Elsenburg

Subsidy Year 1

R 30 000.00 (per month)

Meal Pricing

Main Meal (all inclusive)

Budget Meal (all inclusive)

Required by the Western Cape Department of Agriculture

Required by Ms Louw

Tel: 021 808 5145

At: Western Cape Department of Agriculture, Elsenburg

Does offer comply with specification?

YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

Delivery: Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Controlling interest" means, 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

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"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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13. 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.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <i>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</i>	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? <i>(If yes complete Table B and attach their approved "RWOEE")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. <i>(Indicate if not known)</i>

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)				NO YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO YES

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I,.....hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:..... Place

Business Address:

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** 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;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- 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).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

**WESTERN CAPE DEPARTMENT OF AGRICULTURE
RENDERING OF A CATERING SERVICE AT ELSENBURG, MAIN BUILDING**

A. GENERAL

1. SCOPE OF SERVICE

The Western Cape Department of Agriculture (WCDa) requires catering services at the cafeteria complex at the Elsenburg main building.

1.1 The successful bidder must provide the catering service on the following basis:

- 1.1.1 The WCDa will provide a monthly subsidy to the successful bidders, specified in the bid documents.
- 1.1.2 All bidders must quote a price for the Main Meal and a price for the Budget Meal. Along with other requirements, as stipulated in the bid documents, bid adjudication will be based on these prices.
- 1.1.3 Resale items e.g. chips, chocolates, cool drinks, and cigarettes must be available for sale and priced competitively. Pricing of these items do not form part of the bid and all profits will go to the the successful bidder.
- 1.1.4 The successful bidder must provide a catering service from Mondays to Fridays (excluding public holidays) throughout the year. The cafeteria will not close during the festive season unless otherwise instructed by the WCDa (menus may be adjusted, after careful consideration from the WCDa, based on the demand during this period). In the case of official (only) functions outside normal working hours, prior arrangements will be made.
- 1.1.5 Catering facilities must be open and available between 7:30 – 16:00.
- 1.1.6 Breakfast must be available between 7:30 – 11:00.
- 1.1.7 All sandwiches must be available between 7:30 – 15:30.
- 1.1.8 The complete lunch menu must be available between 12:00 and 14:00.
- 1.1.9 Protein, starch, and vegetable/fruit portions must be available separately (not as part of the main and budget meals).
- 1.1.10 Special dietary requirements menus, such as Halaal, Kosher, Vegetarian, Vegan etc. must be available with necessary certification when required for specific functions.

1.2 Food Specification:

- 1.2.1 It is expected of each prospective bidder to compile and provide full details of their proposal. Meal content must be realistic to match the portion sizes to be served for a standard meal (Annexure B).
- 1.2.2 All menus must provide a variety of examples of main and budget meals on a daily basis. The menus must be seasonal and must consider daily weather conditions. All menus must be non-repetitive within a three-week basis. A dietician, as required in paragraph 4.7 of “**MINIMUM REQUIREMENTS OF BIDDERS (QUALIFICATIONS)**”, on a monthly basis must certify all menus for main and budget meals. Changes to the menus supplied must be approved by the WCDa.
- 1.2.3 Important: All main meals must consist of a protein portion, a starch portion and two (2) non-starch vegetable/fruit portions. All budget meals must consist of a protein portion, a starch portion and one (1) non-starch vegetable/fruit portions

- 1.2.4 Protein, starch, and vegetable/fruit portions must be available separately (not as part of the main and budget meals) and must be quoted in line with the meal prices.
- 1.2.5 Before awarding the bid, it will be expected of the bidder to prepare and present examples of a toasted sandwich, main meal, budget meal and burger and chips to the WCDoA.

1.3 The catering service must include the following:

- 1.3.1 The purchase and acquisition of all foodstuffs and other materials necessary for the proper execution of the catering service.
- 1.3.2 The provision of quantity and quality control and supervision of the preparation and serving of food by all staff concerned. The successful bidder must ensure that personal supervision by the manager in this respect is also carried out.
- 1.3.3 The provision of adequate staff for the execution of the contract.
- 1.3.4 The provision of additional staff where necessary for any official catering function will be at the successful bidder's own cost. The successful bidder must be prepared to cater on an ad hoc basis, in accordance with government procurement procedures, at Elsenburg for official functions only.
- 1.3.5 The provision and management of a system of cash sales and bankcard swipe facilities with regards to prepared food and other resale items and the necessary accounting services to ensure orderly bookkeeping.
- 1.3.6 Management and control of the premises, equipment, furniture and utensils required for the proper execution of the catering services.

2. COMPULSORY SITE MEETING

- 2.1 All prospective bidders must attend the compulsory information session:

Date:	13 February 2024
Time:	09:00
Venue:	Auditorium (At Reception), Department Of Agriculture Muldersvlei Road, Elsenburg GPS Co-Ordinates: 33.845259 S 18.834722 E
Name of Contact Person:	C Louw
Contact numbers:	(021) 808 5145 / 083 642 0608

- 2.2 Failure to attend the compulsory information session will invalidate the bidder's bid.
- 2.3 The WCDoA will make use of this opportunity to discuss the general approach/benefits it wants to achieve through the revised contract for this service.

B. BID CONDITIONS

All bids will be subject to the terms and conditions as indicated hereunder and in the bid specifications.

1. THE CONTRACT

- 1.1 The contract to supply the required catering services in terms of the proposal documents must come into effect when the proposal is accepted in writing.
- 1.2 Any amendments, omissions or waivers from the conditions of the contract, must be effected in writing by mutual agreement and signed by both parties after approval has been obtained from the Bid Adjudication Committee.
- 1.3 The successful bidder must render the proposed catering services himself/herself and the use of subcontractor will not be allowed without the Bid Adjudication Committee's prior written permission.
- 1.4 The successful bidder will not cede, transfer, sell or alienate in any way this written permission thereto from the Bid Adjudication Committee, provided the cessionary complies with all requirements of this contract.

2. VALIDITY AND WITHDRAWAL

- 2.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 120 (hundred and twenty) calendar days from the closing date and time of the bid.
- 2.2 If the bid is withdrawn within this period, the prospective bidder renders themselves liable for any damage if a less advantageous bid has to be accepted.
- 2.3 A prospective bidder may withdraw their offer without being held responsible as long as they give written notice to the WCDoA prior to the proposal's closing date.

3. CONTRACT PERIOD AND BID BREAKDOWN, PRICE ADJUSTMENT AND PRICE ADJUSTMENT INTERVALS

- 3.1 The contract is for a period of three years, of which the commencement date will be communicated with the successful bidder within one (1) calendar month of finalising the award process and award letter. The contract makes provision for an option to extend for a further two years, by the WCDoA.
- 3.2 The WCDOA will pay the successful bidder an amount of R30 000.00 (Thirty thousand rand) per month to provide a catering service. The Departmental subsidy and meal prices will be firm for the first Twelve (12) months period following the commencement date. For the following years, the subsidy and meal prices will increase according to the Consumer Price Index (CPIx) only.
- 3.3 All bidders must quote a price for the main meal and a price for the budget meal. Protein, starch, and vegetable/fruit portions must be available separately (not as part of the main and budget meals) and must be quoted in line with the respective meal prices.

- 3.4 The cost of all consumable items such as packaging materials (takeaway containers) and paper serviettes must be incorporated in the price charged per meal or price per item sold.
- 3.5 All bid prices must be quoted **inclusive of VAT**.

4. MINIMUM REQUIREMENTS OF BIDDERS (QUALIFICATIONS)

- 4.1 Only reputable and recognised catering concerns with relevant experience in the provision of catering services to hotels, industries, licensed cafeterias or similar exclusive catering outlets will be considered.
- 4.2 Bidders must provide a minimum of three (3) contactable references. Prospective bidders must submit detailed information together with the proposal documents of their experience in the catering trade and submit a list of recent and present catering contracts. **Bidders who do not provide contactable references will be disqualified.** To this end, Annexure A must be completed in full. **Bidders who do not complete all fields in Annexure A will be disqualified .**
- 4.3 Bidders must provide a valid Compensation for Occupational Injuries and Diseases Act (COIDA) letter of Good Standing. **Bidders who do not submit a valid COIDA letter of good standing will be disqualified.**
- 4.4 In the case of a partnership or Close Corporation an affidavit reflecting the names, ID Numbers and addresses of partners or members and in the case of a company such information regarding the directors must be submitted with the bid documents.
- 4.5 Bidder to submit a functional organisational structure for managing this contract. A clear indication must be given of the successful bidder's envisaged organisation principles, procedures and functions for the effective management and operation of this institution and the catering services at the Institutions as listed. **Formal written proof of any institutional arrangement e.g. partnership, corporation etc. must be provided.**
- 4.6 Bidder to provide staff establishment that will be deployed at the Elsenburg catering facility, indicating their functions: **Bidders who do not submit the requested staff establishment will be disqualified.**
- The successful bidder must supply all the staffing requirements in accordance with the specifications at the times indicated in the bid document.
- 4.7 The prospective bidder must have the dietetic services of a fully qualified dietician on a full-time/part-time basis. The name and qualification must be submitted with the bid.
- 4.8 The successful bidder will provide the services in accordance with the bid requirements.
- 4.9 For the promotion of efficient liaison between the WCDoA and the successful bidder, it is required that the successful bidder has an established office situated in the Western Cape within a 100 km radius of Elsenburg. This physical address must be submitted with the bid.
- 4.10 The Bidder must furnish the WCDoA with a guarantee by a bank or other financial institution empowered to do guarantee business equal to two months of the monthly fee (subsidy) (2 x R30 000 = R60 000) indicated by the WCDoA .

5. BID DOCUMENTS

Mandatory documents to be submitted/require completion by the bidder.

No.	Document	Mandatory documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
	WCBD 1	Mandatory	Yes
	Duly registered on the CSD (Central Supplier Database) attach proof of registration	Mandatory	Yes
	WCBD 3 Quote a price for the main meal and a price for the budget meal	Mandatory	Yes
	WCBD 4	Mandatory	Yes
	WCBD 6.1	Only if bidder intends to claim preference points	Yes
	BBBEE status level certificate / sworn affidavit	Only if bidder intends to claim preference points	Yes
	Annexure A: List of current & previous contracts (Paragraph 4.2 page 5)	Mandatory	Yes
	Menu options (Main and budget) (Paragraph 1.2.2 page 2)	Mandatory	Yes
	Dietician: The name and qualifications must be submitted with the bid (Paragraph 4.7 page 5)	Mandatory	Yes
	Guarantee by a bank or other financial institution empowered to do guarantee business equal to two months of the amount indicated by the WCDoA to be the contract price for the contract period (Paragraph 4.10 page 5)	Mandatory	Yes
	Bidders must provide a valid Compensation for Occupational Injuries and Diseases Act (COIDA) letter of Good Standing (Paragraph 4.3 page 5)	Mandatory	Yes
	Bidder to submit a functional organisational structure for	Mandatory	Yes

No.	Document	Mandatory documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
	managing this contract (Paragraph 4.5 page 5)		
	Bidder to provide staff establishment that will be deployed at the cafeteria facility and what their functions will be (Paragraph 4.6 page 5)	Mandatory	Yes
	Proof of Comprehensive Insurance (Paragraph 6.10 page 10)	Mandatory	To be provided within 14 days after award
	A fully documented in-service training matrix and detailed exposition of all envisaged courses must accompany the bid documents. (Paragraph 6.9.1 page 10)	Mandatory	Yes
	The successful bidder is to provide the WCDoA with proof of a valid First Aid certificate for at least one of the catering staff and a fully equipped first aid box to be on site. (Paragraph 6.9.4 page 10)	Mandatory	To be provided within 14 days after date of commencement
	Proof of office situated in the Western Cape within a 100 km radius of Elsenburg. (Paragraph 4.9 page 5)	Mandatory	Yes

Failure to comply with any of the above specifications will result in your bid proposal being made non-compliant.

6. OBLIGATIONS OF THE SUCCESSFUL BIDDER

The successful bidder must provide meals and resale items to the cafeteria at Elsenburg according to the attached Annexure (B), which serves as guidelines and minimum requirements.

The successful bidder must be paid a firm monthly fee (subsidy), as full consideration for the subsidised services related to catering upon receipt of the necessary invoices. Income and losses derived from all sales will be for the successful bidder's account.

6.1 PROVISION OF STAFF

- 6.1.1 The successful bidder must employ on his/her own conditions of service qualified catering staff required for this contract. The bidder must indicate in writing whether they will take over existing staff.
- 6.1.2 The successful bidder must provide uniforms for all staff, such uniforms bearing the logo of the successful bidder and be responsible for the laundering of such uniforms. Uniforms must include headgear and any necessary safety attire. All catering staff will be obliged to wear and display official identification badges provided by the successful bidder.
- 6.1.3 All staff must be able to communicate (verbally and in writing) in two official languages of the Western Cape.
- 6.1.4 All staff must be physically fit to perform the tasks specified.
- 6.1.5 All staff must comply with the security and access control regulations of the WCDoA. All catering staff are to be security classified before being allowed onto the site.
- 6.1.6 The successful bidder must oblige by fair labour practice as prescribed by the Labour Relations Act, Basic Conditions of Employment Act and relevant legislation. Non-compliance hereof will lead to the termination of this contract.
- 6.1.7 The successful bidder must observe all statutory Conditions of Employment with regards to wages and other contributions, hours of work, overtime and leave application etc. applicable to the industry.

6.2 MANAGEMENT SERVICE

The successful bidder undertakes:

- 6.2.1 To provide management services in respect of the premises, equipment and furniture for the proper execution of the contract.
- 6.2.3 Overseeing all trading activities including payment of invoices.
- 6.2.3 To provide all suitable and approved transport services necessary for the proper execution of its management and catering functions and must be fully liable for conveying supplies to the cafeteria.
- 6.2.4 To prepare and schedule meals in accordance with the requirements of the offer.

6.3 PURCHASE AND SUPPLY OF FOODSTUFFS

The successful bidder undertakes to:

- 6.3.1 Purchase and acquire all foodstuffs and other materials necessary for the proper fulfilment of its catering service and management functions
- 6.3.2 Supply and deliver all the ingredients necessary for the proper preparation of all menus.
- 6.3.3 Provide menus reflecting the meals of the day. Menus must be displayed at the entrance to the dining hall in a suitable manner.
- 6.3.4 Submit standardised recipes of all menu items for at least six weeks in advance.

- 6.3.5 Ensure that all foodstuffs supplied and served are of good quality and, where required, undertake to submit the food to both quality and quantity control inspection by the WCDoA representative and/or departmental dietician and any testing of menu specifications.
- 6.3.6 If the quantity and quality of any foodstuffs or materials supplied do not comply with the standard expected by the industry, the WCDoA may, if it considers such non-compliance to the conditions, immediately request termination of the contract, without prejudice to any other rights available to it. and acquire all foodstuffs and other materials necessary for the proper fulfilment of its catering and management functions.

6.4 CONTROL

- 6.4.1 The successful bidder must have custody and control of all keys to the cafeteria.
- 6.4.2 The successful bidder must not use (or allow to be used) the designated catering localities or premises for any purpose other than for catering services in terms of these conditions nor will he/she be allowed to prepare food or serve food on a premises other than the designated premises.
- 6.4.3 The successful bidder must use (or allow to be used), all furniture, fixtures, equipment, electricity and other material or supplies only for the purpose for which they are provided, and that is for the rendering of the service at the Elsenburg cafeteria.
- 6.4.4 The successful bidder must not remove any property of the WCDoA from the premises or locality where it is kept by the WCDoA and must ensure that these are used properly.

6.5 CLEANING MATERIAL AND STATIONERY

- 6.5.1 Cleaning materials must adhere to SANS standards.
- 6.5.2 The successful bidder undertakes to purchase and ensure the safe storage, in accordance to specifications prescribed in the Occupational Health and Safety Act, at its own risk of all suitable cleaning materials, insecticides, stationery and all consumable items such as packaging materials, bin liners, paper serviettes, brooms, squeegees, etc. necessary for the proper fulfilment of its catering and management functions.
- 6.5.3 Supply table linen for the cafeteria and all functions that he/she caters for. Table linen must at all times be clean and neatly presented.

6.6 HYGIENE AND CLEANLINESS

- 6.6.1 The successful bidder must keep all catering and dining areas including all toilets, storeroom, windows, catering equipment, fixtures, fittings and kitchen drains and all utensils, crockery and cutlery used in serving meals to the dining areas in a clean, hygienic and tidy condition to the satisfaction of the WCDoA's Health and Safety Regulations.
- 6.6.2 The successful bidder undertakes to ensure that all catering staff is at all times clean, neatly dressed, hygienically impeccable and that they are free of infectious diseases.
- 6.6.3 The successful bidder must ensure that hygiene standards as in the South African National Standards (SANS) Specification No. 10156-2007 Edition 1.01 (the handling of chilled and frozen foods) and 10049:2012 Edition 4.1 (food safety management) as well as the Hygiene Manual where applicable, are followed at all times. The Hygiene Manual compiled by the Working Group of the CHM (Committee for Health Matters) sub-committee of the Nutrition Services, is available from the National Department of Health.

6.7 SECURITY REGULATIONS

- 6.7.1 The successful bidder must become conversant with the security regulations applicable to the WCDoA and must ensure that all relevant staff comply with these regulations.
- 6.7.2 The successful bidder must be responsible for securing all access and escape doors of all the facilities under its control.
- 6.7.3 Receipt of deliveries to the Elsenburg cafeteria will only take place between 07:00 and 16:00 during weekdays.

6.8 FIRE

- 6.8.1 The successful bidder must ensure that all staff under his/her control know how to handle fire hazards and are made fully aware of where fire extinguishers are situated.
- 6.8.2 The successful bidder must provide a representative for the health and safety committee of the institution.

6.9 TRAINING

- 6.9.1 The successful bidder must be responsible for the training of all catering staff on an ongoing basis for the efficient functioning of the catering service. Training providers must be fully qualified/registered/accredited.

A fully documented in-service training matrix and detailed exposition of all envisaged courses must accompany the bid documents.

- 6.9.2 Training programs documented as above must be instituted from the date of commencement of the contract.
- 6.9.3 The successful bidder accepts full liability for allocated staff during training (on-site or elsewhere).
- 6.9.4 The successful bidder is to provide the WCDoA with proof of a valid First Aid certificate for at least one of the catering staff and a fully equipped first aid box to be on site. Proof of updated First Aid certificate/s or newly appointed First Aiders must be submitted at any given time when applicable during the course of this contract.
- 6.9.5 The successful bidder must make all catering staff available to attend and contribute to any training initiated by the WCDoA e.g. Emergency Evacuation training.
- 6.9.6 The catering staff deployed must be adequately and sufficiently trained for the roll and functions they need to perform.

6.10 INSURANCE

- 6.10.1 The successful bidder must indemnify the WCDoA and hold it harmless against:
 - 6.10.1.1 Any damage to the successful bidder's property whether moveable or immovable, including a loss directly resulting from damage to such property or any act of omission on the part of the successful bidder or its employees or any damage arising from the use and occupation of the WCDoA's property by the Successful bidder.
 - 6.10.1.2 Legal liability in respect of any claims which may be made against the WCDoA arising out of damage to property, whether movable or immovable or any third parties, including any damage directly or indirectly flowing from any act or omission on the part of the successful

bidder and management or any damage arising from the use of occupation by the successful bidder of the WCDōA's property.

6.10.1.3 Any legal costs or expenses reasonably incurred in connection with claims against the WCDōA arising from the foregoing including attorney and client costs.

6.10.2 For the due and proper fulfilment of the indemnity provided for in paragraph 6.10.1 the successful bidder must within 14 days after the date of the letter of acceptance submit proof of insurance cover held by him/her and maintained to cover the risks as well as the amount of such cover. The insurance amount must be of such a nature to provide for any damages/claims by the WCDōA.

6.10.3 The acceptance of this bid is subject to the conditions that if proof of acceptable insurance policy is required in paragraph 6.10.2 above, and is not received by the WCDōA, the WCDōA may in its sole discretion, without prejudice to other rights available to it, terminate the agreement and the successful bidder must be liable for any damage which the WCDōA may sustain as a result thereof.

7 DUTIES AND OBLIGATIONS OF THE WCDōA

CATERING EQUIPMENT

7.1 The WCDōA must supply the following:

7.1.1 All existing catering premises, furniture, fixtures and fixed equipment.

7.1.2 All additional catering equipment mutually agreed upon between the successful bidder and the WCDōA.

7.1.3 Maintenance repair, renovation and replacement of items in paragraph 7.1.1 and 7.1.2 in a manner that must reasonably ensure the least disruption of catering services by the successful bidder. Damage or loss to the items referred to in paragraphs 7.1.1. and 7.1.2 due to negligent or incorrect usage or operation on the part of the successful bidder or the staff under their control must be replaced/repared by the successful bidder at their expense.

7.1.4 All fixtures and fitted equipment that form part of the kitchen infrastructure are the responsibility of the WCDōA.

7.1.5 Electricity and water for cooking, cleaning, refrigeration and freezing purposes will be supplied by the WCDōA and the successful bidder undertakes to use these economically.

7.1.6 Storage of successful bidder's equipment and all food stock will be stored at the successful bidder's own risk and the WCDōA will not be liable for any damages or loss.

7.2 The successful bidder undertakes to draw up an inventory together with the representative of the WCDōA and to inspect all furniture, fixtures, catering equipment and utensils as mentioned in paragraphs 7.1.1 and 7.1.2 on a date prior to commencing with the service.

7.3 An Inventory Schedule must be signed by both parties of which a copy must be attached to the contract.

8 TELEPHONE

- 8.1 The WCDoA undertakes to provide adequate telephone facilities for staff to fulfil the catering management services efficiently; however, the cost of all calls will be for the account of the successful bidder. The WCDoA will provide the successful bidder with a monthly itemised bill for settlement within thirty (30) days.
- 8.2 A departmental e-mail address will be provided for the placement and or cancellation of orders. The successful bidder will be subject to Provincial and Departmental information technology policies and regulations.
- 8.3 The WCDoA indemnifies itself from any loss of business due to the non-rendering of these services for any reason.

9 PARKING FACILITIES

- 9.1 The WCDoA is under no obligation to provide parking facilities to the staff appointed by the successful bidder.
- 9.2 The WCDoA indemnifies itself from any claims coming from any loss or damages to vehicles belonging to the successful bidder or suppliers of the successful bidder.

10 REFUSE REMOVAL AND PEST CONTROL

- 10.1 The WCDoA is responsible for the removal of all kitchen waste on pre-determined scheduled days. The successful bidder must ensure that all containers/areas are maintained in a clean and hygienic condition.
- 10.2 The successful bidder is responsible for the cleaning of the area where all refuse are stored. This must be performed on a weekly basis, which must include scrubbing and disinfection of these areas.
- 10.3 All empty containers, packaging material, etc. must be placed separately from pigswill in an area/container depicted for the purpose.
- 10.4 The WCDoA is responsible for the cleaning and maintenance of the cafeteria drain on the lower ground level of the Main Building.
- 10.5 The WCDoA is responsible for a Pest Control service, which will include treating the premises made available for the fulfilment of the catering services.

11 MONITORING AND CONTROL

The representative of the WCDoA must at all times have access to the facilities and goods utilised by the successful bidder for the purpose of:

- 11.1 Determining whether the contract conditions and food specifications as indicated in the successful bidder's proposal are being adhered to.
- 11.2 Any other reasonable purpose related to these conditions or the wider interest of the WCDoA as contemplated by the contract.
- 11.3 Ensuring that the kitchen staff handle the equipment according to directions for use, and use of electricity, etc. economically. The WCDoA's representative will carry out from time to time spot checks.
- 11.4 Ensuring that health officers on a monthly basis may carry out regular health inspections.

- 11.5 Ensuring that the successful bidder, after the contract being awarded has an established office situated in the kitchen.
- 11.6 Ensuring that a standing liaison meeting between the representative of the WCDa and the successful bidder must be scheduled on a monthly basis or as required and minuted.

12 RIOT, UNREST AND STOCK LOSS

- 12.1 In the event of the closure of the Institution due to resident or other problems including boycotts, riots and/or unrest, the WCDa must be liable for the monthly payment of the subsidy only as determined in accordance with the provision of this contract.
- 12.2 The successful bidder must be liable for the rendering of the catering services irrespective of any boycotts, riots and/or unrest situation.
- 12.3 The successful bidder and staff occupying the premises do so at their own risk irrespective of riots, boycotts or unrest. Therefore, the WCDa will not be liable for any damages incurred.

13 FUNCTION AND MEETING SUPPLIES

- 13.1 The successful bidder accepts that from time to time he/she will be required to render additional catering services to provide for official management functions and meetings only. The costs will be, in accordance with government procurement procedures, discussed prior to the functions, and agreed upon with the official of the WCDa responsible for arranging the function.

14 PAYMENTS

- 14.1 The successful bidder is required to submit a monthly tax invoice within the first (five) days of the following month of each calendar month submit an invoice together with copies of the time sheets for that particular month, certified by the relevant office manager or his/her delegate.
- 14.2 The terms of payment is thirty (30) days upon receipt of invoice.
- 14.3 The WCDa does not accept responsibility for delays in payment due to incorrect /delayed accounts submitted.

15. BREACH AND SUBSEQUENT TERMINATION

- 15.1 Should either party commit a breach of any of the provisions of this tender specification and conditions and fail to remedy that breach within 7 (seven) days after receiving of a written notice calling upon it to do so, the party that is not in default will be entitled to cancel this contract on the written notice sent to the other party at the address appearing in the contract without prejudice to any other legal remedy which the non-defaulting party may have as a result of the breach.
- 15.2 The successful bidder must on termination of the contract vacate the premises and hand over to the WCDa all keys and all the items on the Inventory Schedule in the same condition in which it was received, fair wear and tear expected.
- 15.3 The WCDa is entitled to determine the value of the missing items and deduct the amount of such value or reduced value from any amount due by the WCDa to the successful bidder.

- 15.4 The WCDoA can claim ownership of any stock and or equipment to cover any outstanding monies owed to the WCDoA.
- 15.5 The WCDoA reserves the right to terminate this agreement for any valid reason and after legal consultation.

C. CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

1. GENERAL CONDITIONS OF CONTRACT (GCC)

- 1.1 The General Conditions of Contract (GCC) as issued by the National Treasury will apply to the contract.
- 1.2 Where the GCC is inconsistent with the conditions set out in this document (the bid document), the conditions in this document will take precedence.

2. REMUNERATION

- 2.1 For the duration of the contract period, the successful bidder must comply with all the applicable labour legislation, particularly insofar as it pertains to the payment of at least minimum wage remuneration to staff. The WCDoA may from time to time require the successful bidder to provide proof of compliance with labour legislation and/or compliance with remuneration requirements.

3. CONTRACT PRICE ADJUSTMENTS AND ESCALATION OF PRICES

- 3.1 Refer to the heading "Contract period and bid breakdown, price adjustment and price adjustment intervals".

4. CHANGES TO BIDDERS OPERATIONAL STATUS

- 4.1 As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the bid period. Must any deviation or changes occur, the successful bidder must advise the WCDoA accordingly.

5. TAKE OVER OF RELATED EXISTING CONTRACTS

- 5.1 The bidder is not obliged to honour any existing contracts or agreements between the institution covered by this bid and other suppliers in respect of perishable provisions for the periods stated.

D. EVALUATION METHODOLOGY**1. STAGE 1**

- 1.1 The WCDa does not bind itself to accept either the lowest or any bid and reserves the right to accept the bid that it deems to be in the best interest of the WCDa.
- 1.2 A bid may be regarded as non-responsive if it fails to meet compliance to A. General specifications, B. Bid Conditions requirements, C. Conditions of Contract and Operational requirements or any statutory requirements that were stipulated including non-compliance to standard bidding forms and annexures and its stipulations.
- 1.3 Only bidders that have passed stage 1 will proceed to stage 2 of the evaluation.

2. STAGE 2

- 2.1 Application of the 80/20 preference points system in terms of the Preferential Procurement Regulations of 2022 will apply.

ANNEXURE A: LIST OF CURRENT & PREVIOUS CONTRACTS

Bidders who do not complete all fields in this Annexure will be disqualified. Bidders must provide a minimum of three (3) contactable references.

NO	NAME OF ORGANISATION	START DATE OF CONTRACT	END DATE OF CONTRACT	NATURE OF SERVICE	VALUE OF CONTRACT/ SUPPLY	CONTACTABLE REFERENCE (An e-mail address must be provided)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

PORTION SIZES TO BE SERVED AS A STANDARD

MAIN MEAL LUNCH	PORTION TO BE SERVED	COMMENTS
MEAT WITHOUT BONE:		
Mince meat lean / meatballs	150g	
Combined dishes (lasagne, bobotie)	250 - 280g	Meat content 110g Pasta content 100g
Roast – beef, mutton, pork	180g	
Stews – beef, mutton, pork	245g – 265g	Meat content 120g
Sausage	120g	
Liver / offal	120g	
Pork bangers	125g	
Beef goulash	150g	
Beef schnitzel	150 – 180g	
MEAT WITH BONE:		
Beef, mutton, pork	180g	Meat content of stews 130g
Chops – mutton, pork	160g	
PROCESSED MEAT:		
Polony, viennas	90g	
FISH:		
Haddock	150 – 180g	
Haddock in sauce	200g	
Hake / Snoek	150 - 180g	
Fish dish (Fish & noodle salad)	240g – 260g	Fish content 90g
Fish cake	150g	
Calamari	120g	
POULTRY:		
Chicken breasts with bone	140g	Meat content of stews 90g – 100g
Chicken thighs with bone	140g	
Chicken fillet	120g	
Chicken schnitzel	120g	
Chicken meatball	150g	
STARCH:		
Potato/sweet potato (fresh)	150 - 180g	
Rice	100g	
Pasta	100g	
Samp	90g	
Wheat	90g	
Peas, Corn	90g	
VEGETABLES:		
Vegetables – any type	80g	Two portion of vegetables
Pumpkin	90g	
Salad	80g	Vegetables may be served as salad Mixed vegetables/stir fries/mixed salad may be served as double portion
Fruit	80 – 90g	

THE NATIONAL TREASURY

Republic of South Africa



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.

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General Conditions of Contract

1. Definitions

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

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 security

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

- (d) for each appropriate unit of the supplied goods; 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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	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	<p>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).</p> <p>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.</p>

- 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)