



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 13/2025/26**
Enquiries : Mr HM Rakhoale; Ms E Mazibuko; Ms MB Mphahlele
Telephone : 012 351 0077/ 1395/ 0225

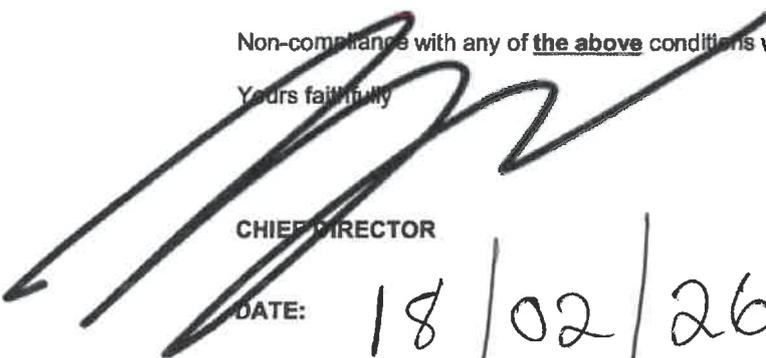
Sir/Madam

1. Bid No: **DIRCO 13-2025/2026**
2. **INVITATION FOR BIDDERS TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF SERVICE PROVIDER FOR SADC COUNCIL OF MINISTERS CATERING SERVICES AT DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION 04 – 13 MARCH 2026.**
3. **Closing date: 25 FEBRUARY 2026; 11 O'clock am**
4. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1 and General Conditions of Contract.
5. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
6. Please make sure that your bid reaches this office before the closing date.
7. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of the above conditions will result in **your bid being disqualified**.

Yours faithfully


CHIEF DIRECTOR

DATE:

18 / 02 / 26

Gqoro ya Tirisano le Tshomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tiriso • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Lesebudlelwane Bemave kanye Nekusebentisana • ISebe lezobudlelwane neNtsebenziswano yamazwe ngamazwe • UmNyango weTjhebiswano nokuSebenzisana kweeTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkings en Samewerking

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
BID NUMBER:	DIRCO 13 2025/2026	CLOSING DATE:	25 February 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR SADC COUNCIL OF MINISTERS CATERING SERVICES AT DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION 04 – 13 MARCH 2026.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
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					
		TCS PIN:		OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					
DEPARTMENT	International Relations and Cooperation (DIRCO)				
CONTACT PERSON	SCM				
TELEPHONE NUMBER	012 351 0225/ 0077 / 1395				
	Rakhoaleh@dirco.gov.za / Mphahlemb@dirco.gov.za / mazibukoe@dirco.gov.za				
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION(DIRCO)

DIRCO 13 – 2025-2026

APPOINTMENT OF SERVICE PROVIDER FOR SADC COUNCIL OF MINISTERS CATERING SERVICES AT DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION 04 – 13 MARCH 2026.



TERMS OF REFERENCE

Closing date: 25 February 2026 @ 11am

1. PURPOSE

To invite service providers to submit a quotations/proposal to provide catering services, dining and all related requirements for a period of ten (10) days.

2. BACKGROUND

- 2.1 DIRCO has a mandate to provide catering services for relevant Departmental events. This event will be held at DIRCO conference centre precinct.
- 2.2 The Directorate: State Guesthouses is responsible for planning, organising, and managing catering for State and Official Events. These functions are particularly hosted by the DIRCO.

3. SPECIFICATIONS

- 3.1 The listed menus are an indication of what is usually required depending on approved menus which are event specific. Service Providers are requested to quote on all items. Prices should include delivery & VAT, and these prices will be utilised for comparative purposes during the selection of the successful service provider. Service Providers must be able to commit to be able to provide any of the specified items at short notice.
- 3.2 Service providers are requested to quote per quantities listed on the standard bid documents. Rates should include vat, and these rates will be utilised for comparative purposes during the selection of the successful service provider.
- 3.3 The quantities can change as when the quotations are requested. Service providers must undertake to provide the specified services at short notice.

4. SCOPE OF WORK

4.1 The service provider must be able to:

- 4.1.1 Execute all services as stipulated in the specifications contained herein within the specified timeframes.
- 4.1.2 Prepare all food in a clean and hygienic environment. 10% Halaal and 10% vegetarian.
- 4.1.3 Deliver and set up food along with catering equipment at the specified venue at least two (2) hours prior to the start of the event, workshop, or meeting.
- 4.1.4 Provide all necessary catering equipment, including dinning and treacle tables, tablecloths, cutlery, crockery, and braai equipment when required.
- 4.1.5 Maintain a professional presentation of food and ensure staff (e.g., waiters) are dressed in appropriate uniforms.
- 4.1.6 Thoroughly clean the catering area after the conclusion of each event or meeting.
- 4.1.7 Adhere to service delivery timelines: fulfil standard catering requests within 48 hours and urgent requests within 24 hours.
- 4.1.8 Guarantee high-quality, fresh, and nutritious meals that comply with all relevant health and dietary standards.
- 4.1.9 Ensure food items are clearly labelled to identify dietary specifications (e.g., vegetarian, vegan, etc) and deliver professional food presentation and service.
- 4.1.10 Comply with all applicable health and safety regulations and provide a valid municipal health certificate and valid certificate of acceptability (COA) where required.
- 4.1.11 Be prepared to deliver specialized catering services for VIPs and international delegations when requested.

- 4.1.12 Suggest alternative arrangements/solutions and advice if requested service is not available or it can be proven that with deviations to original arrangements that financial savings can be realized.
- 4.1.13 Timeous delivery of services as stipulated in the approved project plan.
- 4.1.14 Timeous submission of correct detailed invoices for rendered services to the satisfaction of DIRCO for payments to be affected by the department within 30 days of receipt.

4.2 CATEGORY A: REFRESHMENT SPECIFICATIONS AND REQUIREMENTS FOR SENIOR OFFICIALS

CATEGORY A: REFRESHMENT SPECIFICATIONS AND REQUIREMENTS FOR SENIOR OFFICIALS

	Plenary Hall	Morning arrival refreshment Serve: 07h30 – 09h30	Mid-morning refreshment Serve: 10h00 – 11h00	Afternoon refreshment Serve: 15h00 – 16h00
Delegates	200	600	600	600
Date				
4 March 2026	<ul style="list-style-type: none"> Mineral water (still sparkling) refreshed x 3 per day. Mint Bowls 	<ul style="list-style-type: none"> Tea selection, rooibos, breakfast. Freshly brewed coffee. 2 x variety of fruit juice Honey, sugar, lemon, and sweetener 	<ul style="list-style-type: none"> Tea selection, Ceylon, rooibos, English breakfast. Freshly brewed coffee. Assorted fresh sandwiches (tuna & mayo, cheese & tomato, turkey & cheese) & Scone with Jam, Cream & Cheese Whole seasonal fresh fruits basket. 	<ul style="list-style-type: none"> Tea selection, Ceylon, rooibos, English breakfast. Freshly brewed coffee. 2 x variety of fruit juice Biscuits Honey, sugar, lemon, and sweetener
5 March 2026				
7 March 2026				
8 March 2026				
9 March 2026				
12 March 2026				
13 March 2026				
Delegates		250		250
Dates		Time: 09h00 – 11h00		Time: 15h00 – 16h00
6 March 2026		<ul style="list-style-type: none"> Tea selection, rooibos, breakfast. Freshly brewed coffee Honey, sugar, lemon, and sweetener 		<ul style="list-style-type: none"> Tea selection, Ceylon, rooibos, English breakfast. Freshly brewed coffee. Home baked biscuits Honey, sugar, lemon, and sweetener
11 March 2026				
Delegates	250		600	
Date	Time: 09h00 – 11h00		Time: 14h30 – 16h00	
10 March 2026	<ul style="list-style-type: none"> Tea selection, rooibos, English breakfast. Freshly brewed coffee Honey, sugar, lemon, and sweetener 		<ul style="list-style-type: none"> Tea selection, Ceylon, rooibos, English breakfast. Freshly brewed coffee. 2 x variety of juices Croissant 	

				<ul style="list-style-type: none"> • Assorted fresh sandwiches (tuna & mayo, cheese & tomato, turkey & cheese) • Whole seasonal fresh fruits basket. • Honey, sugar, lemon, and sweetener
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Requirements for refreshments:	<ul style="list-style-type: none"> • 20 x High cocktail tables with clothes • Paper napkins on tables • White China • Crystal glass for juice • Stainless steel cutlery
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4.3 CATEGORY B AND C: BUFFET LUNCH SPECIFICATIONS AND REQUIREMENTS FOR SENIOR OFFICIALS

Date	Delegates	Serving Time	Menu	Equipment Requirement	Special Instruction
4 March 2026	600	13h00	<p>SALADS</p> <ul style="list-style-type: none"> - Grilled Corn Salad with Lemon Dijon dressing - Deconstructed build your own garden salad - Mfino <p>MEAT</p> <ul style="list-style-type: none"> - Cape Malay Lamb Curry - Grilled Coriander and Coconut Chicken - Grilled Fish <p>STARCH</p> <ul style="list-style-type: none"> - Pap - Basmati Rice - Roast Potatoes - <i>Vegetarian Option:</i> Vegetable Paella <p>VEGETABLES</p> <ul style="list-style-type: none"> - Grilled Seasonal vegetables - Creamed Spinach <p>DESSERT</p> <ul style="list-style-type: none"> - Fruit Salad - Assorted cakes <p>LUNCH BEVERAGES</p>	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC

5 March 2026	600	13h00	<ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks -- cola range. - Assorted fruit juices. <p>Salads</p> <ul style="list-style-type: none"> • Deconstructed build your own garden salad • Chakalaka pasta salad. <p>Fish</p> <ul style="list-style-type: none"> • Grilled kingklip with lemon butter sauce <p>Meat</p> <ul style="list-style-type: none"> • Braised beef short ribs. • Boerewors • Grilled chicken <p>Starch</p> <ul style="list-style-type: none"> • Pap • Steamed white rice • Vegetarian Option: Moroccan chickpea & root vegetable. <p>Vegetables</p> <ul style="list-style-type: none"> • Grilled Seasonal vegetables • Roasted Brussel sprouts with walnuts. <p>Dessert</p> <ul style="list-style-type: none"> • Fruit salad • Mini cakes <p>LUNCH BEVERAGES</p> <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks -- cola range. 	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC
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6 March 2026	250	12h00	<ul style="list-style-type: none"> - Assorted fruit juices. <u>Salads</u> <ul style="list-style-type: none"> - Deconstructed build your own garden salad - Coleslaw with pineapple twist <u>Meat</u> <ul style="list-style-type: none"> - BBQ glazed grilled chicken - Beef stroganoff - Deboned ox head - Grilled fish <u>Starch</u> <ul style="list-style-type: none"> - Pap - Basmati rice. - <i>Vegetarian Option:</i> Falafel with tzatziki <u>Vegetables</u> <ul style="list-style-type: none"> - Honey glazed sweet potato and carrots. - Roasted sweet corn. <u>Dessert</u> <ul style="list-style-type: none"> - Malva pudding and custard. - Fruit salad LUNCH BEVERAGES <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks -- cola range. - Assorted fruit juices. 	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	<ul style="list-style-type: none"> • 110 pax serving on the main area • 50 Separate serving for chairs of senior officials) • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC
7 March 2026	600	13h00	<ul style="list-style-type: none"> <u>Salads</u> <ul style="list-style-type: none"> • Greek Pasta Salad <u>Meat</u> <ul style="list-style-type: none"> • Slow Cooked Beef Curry 	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials

			<ul style="list-style-type: none"> • Lemon and Herb Roasted Chicken with chicken jus • Wors • Grilled fish <p><u>Starch</u></p> <ul style="list-style-type: none"> • Pap • Fried Rice • Garlic Roasted Potatoes • Vegetarian Option: Summer Lasagne <p><u>Vegetables</u></p> <ul style="list-style-type: none"> • Steamed Vegetables • Cinnamon roasted sweet potatoes <p><u>Dessert</u></p> <ul style="list-style-type: none"> • Cheesecake • chocolate brownies • Fruit salad <p>LUNCH BEVERAGES</p> <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks -- cola range. - Assorted fruit juices. 	<ul style="list-style-type: none"> - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	<ul style="list-style-type: none"> • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC
8 March 2026	600	13h00	<p><u>Salads</u></p> <ul style="list-style-type: none"> - Roasted Butternut & feta salad - Deconstructed build your own garden salad <p><u>Meat</u></p> <ul style="list-style-type: none"> - Slow roasted leg of lamb and mint reduced jus. 	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC

<p>9 March 2026</p>	<p>600</p>	<p>13h00</p>	<ul style="list-style-type: none"> - Cape Malay Spiced Chicken Thigh Curry - Beef tripe <p><u>Starch</u></p> <ul style="list-style-type: none"> - Pap - Savoury rice. - Garlic roasted potato wedges. - Vegetarian Option: Mushroom pasta <p><u>Vegetables</u></p> <ul style="list-style-type: none"> - Roasted butternut and sweet potato - Creamy spinach <p><u>Dessert</u></p> <ul style="list-style-type: none"> - Seasonal fruit platter - Carrot Cake <p>LUNCH BEVERAGES</p> <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks – cola range. - Assorted fruit juices. 	<ul style="list-style-type: none"> - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	
			<p><u>Salads</u></p> <ul style="list-style-type: none"> - Greek Salad - Potato salad. <p><u>Fish</u></p> <ul style="list-style-type: none"> - Baked Line Fish of the day <p><u>Meat</u></p> <ul style="list-style-type: none"> - Beef Potjie - Grilled chicken portions 	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC

<p>10 March 2026</p>	<p>600</p>	<p>13h00</p>	<p><u>Starch</u></p> <ul style="list-style-type: none"> - Pap - Savoury Rice - Dumplings - <i>Vegetarian Option: Vegetarian Aubergine Delight Bake</i> <p><u>Vegetables</u></p> <ul style="list-style-type: none"> - Traditional Spinach - Roasted Hubbard Squash <p><u>Dessert</u></p> <ul style="list-style-type: none"> - Seasonal fruit platter - Assorted cakes <p>LUNCH BEVERAGES</p> <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks – cola range. - Assorted fruit juices. <p><u>Salads</u></p> <ul style="list-style-type: none"> - Rainbow coleslaw - 3 bean sweet & sour salad <p><u>Starches</u></p> <ul style="list-style-type: none"> - Pap - Samp - Steamed bread <p><u>Vegetables</u></p> <ul style="list-style-type: none"> - Spinach & tomato - Braised cabbage - Glazed carrots batonnets - Baked aubergine parmesan (v) <p><u>Meats</u></p> <ul style="list-style-type: none"> - Beef tripe 	<ul style="list-style-type: none"> - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	
			<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials) • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC 	

11 March 2026	250	12h00	<ul style="list-style-type: none"> - Hardbody chicken - Baked line fish with salsa Verde - Grilled chicken portions <p><u>Desserts</u></p> <ul style="list-style-type: none"> • Fresh seasonal fruit platter • Caramel Cheesecake <p>LUNCH BEVERAGES</p> <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks -- cola range. - Assorted fruit juices. <p><u>Salads</u></p> <ul style="list-style-type: none"> - Rainbow Coleslaw - Three Bean Salad <p><u>Meat</u></p> <ul style="list-style-type: none"> - Hardbody chicken - Braised Oxtail - Lamb stew - Deboned ox head <p><u>Starch</u></p> <ul style="list-style-type: none"> - Dumpling. - Umqusho. - Limpopo pap - <i>Vegetarian Option:</i> Summer Vegetable & Feta Bake <p><u>Vegetables</u></p> <ul style="list-style-type: none"> - Spinach & tomato (Morogo) - Tomato gravy - Rosted butternut <p><u>Dessert</u></p> <ul style="list-style-type: none"> - Tropical Fruit Skewers 	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) - Arrival, mid-morning and afternoon refreshments for 50 ministers and 50 essential support staff 	<ul style="list-style-type: none"> • 110 pax serving on the main area • 50 Separate serving for Chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC • 	
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			<ul style="list-style-type: none"> - Assorted mini decadent cakes <p>LUNCH BEVERAGES</p> <ul style="list-style-type: none"> - Mineral water (still & sparkling) - Soft drinks -- cola range. - Assorted fruit juices - 8 Durbanville Hills Sauvignon Blanc - 8 Durbanville Hills Merlot 		
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CATEGORY D: BUFFET LUNCH SPECIFICATIONS AND REQUIREMENTS FOR VIP

12 March 2026	600	13h00	<p>Salads</p> <ul style="list-style-type: none"> - Fusilli pasta salad - Tomato & jalapeño salsa <p>Starches</p> <ul style="list-style-type: none"> - Limpopo pap - Samp & beans (umngqusho) - Savory yellow rice <p>Vegetables</p> <ul style="list-style-type: none"> - Pumpkin fritters - Tomato gravy - Cream spinach - Honey Glazed sweet potato and carrots - Coconut curry cauliflower steaks(v) <p>Meats</p>	<ul style="list-style-type: none"> - 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron) <p>Ministers' Essential Staff:</p> <ul style="list-style-type: none"> - 2 buffet stations with linen and skirting. - White China. - Stainless steel cutlery. - Highball glassware. 	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC • 50 Separate Serving for Ministers' Essential Staff • Ministers holding Room (x 1 fresh protea) center piece <ul style="list-style-type: none"> • SADC Ministers Holding Room (x 8 fresh protea centre pieces) • x 4 fresh big protea floral arrangements on stands) • x 6 round tables of 8 pax seated Ministers banquet Hall.
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<p>13 March 2026</p>	<p>600</p>	<p>13h00</p>	<p>Deboned ox head (tlhogo) Lamb tripe(mogodu) Hardbody chicken Baked line fish with salsa Verde</p> <p><u>Desserts</u> Fresh seasonal fruit platter Peppermint Tart</p> <p><u>Lunch beverages</u> Mineral water (still & sparkling) Soft drinks – cola range. Assorted fruit juices</p> <p>8 Cathedral Sauvignon Blanc 8 cathedral merlot</p>	<p>- Professional waitrons (black & white with butler apron) - Arrival, mid-morning and afternoon refreshments for 50 ministers and 50 essential support staff</p>	<ul style="list-style-type: none"> • 50 banquet chairs • 6 damask table clothes • 6 fresh protea flowers centre pieces. • x 1 L-shaped buffet station with 8 treacle tables with linen and skirting.
<p>13 March 2026</p>	<p>600</p>	<p>13h00</p>	<p><u>Salads</u> (Mzansi Braai Menu) Chakalaka salad Tangy potato salad with mayo</p> <p><u>Starches</u> Limpopo pap Braai brood Creamy samp</p> <p><u>Vegetables</u> Covo with red bell pepper. Tomato gravy Spicy mango atchar salsa</p> <p>Coconut curry cauliflower steaks(v) <u>Meats</u></p>	<p>- 60 round tables. - 600 dining chairs (no plastic chairs) - 60 damask tablecloths. - 600 highball glassware. - 600 underplates - 600 napkin & rings. - 600 crockery & cutlery. - 60 fresh centre flowers. - X 4 buffet stations with linen & skirting. - Chaffing dishes & fuel. - 25 professional waitrons (black & white with butler apron)</p>	<ul style="list-style-type: none"> • 460 pax serving on the main area • 50 Separate serving for chairs of senior officials • 70 pax separate serving for SADC Secretariat • 20 pax separate serving for VOC • 50 Separate Serving for Ministers' Essential Staff • Ministers holding Room (x 1 fresh protea) center piece

			<p>Beef brisket Lamb chops Boere wors Spicy chicken wings Baked kingklip with lemon butter.</p> <p>Desserts Fresh seasonal fruit platter Mini peppermint Tart Mini koeksisters Mini decadent assorted cakes</p> <p>LUNCH BEVERAGES Mineral water (still & sparkling) Soft drinks – cola range. Assorted fruit juices 8 Durbanville Hills Sauvignon Blan 8 Durbanville Hills Merlot</p>	<p>Ministers' Essential Staff:</p> <ul style="list-style-type: none"> - 2 buffet stations with linen and skirting. - White China. - Stainless steel cutlery. - Highball glassware. - Professional waitrons (black & white with butler apron) - Arrival, mid-morning and afternoon refreshments for 50 ministers and 50 essential support staff 	<ul style="list-style-type: none"> • SADC Ministers Holding Room (x 8 fresh protea centre pieces) • x 4 fresh big protea floral arrangements on stands) • x 6 round tables of 8 pax seated Ministers banquet Hall. • 50 banquet chairs • 6 damask table clothes • 6 fresh protea flowers centre pieces. • x 1 L-shaped buffet station with 8 treacle tables with linen and skirting.
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5. EVALUATION METHODOLOGY FOR PLACEMENT ON THE PANEL

The selection of the successful bidder/s will be evaluated in the following Three (3) phases (Phase 1: Administrative criteria, Phase 2: technical assessment- Food Tasting and Phase 3: Price and preference criteria)

Phase 1: Administrative Criteria

The following requirements must be satisfied/met by prospective bidders to proceed to the next stage of the evaluation process:

Documents that must be submitted	Comments
Standard Bid Documents (SBD): SBD 4	Completed and signed SBD 4 In the event, the bidders fail to submit the completed documents at the time of submitting the proposal, a bidder will be requested to submit the documents within three (3) days from the date of request, failure to submit the documents will disqualify the bidders. In the case of a Joint Venture arrangement, all parties must submit all the mandatory documents.
SBD 6.1	Completed and signed SBD 6.1 PPR specific goal points will be allocated to bidders on submission of the following documentation or evidence: A duly completed and signed Preference Point Claim Form: SBD 6.1; and In case of a Joint Venture a joint BBBEE certificate that indicate the identified specific goals must be submitted. Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting points on specific goals.
Registration on Central Supplier Database (CSD)	Bidders must be registered as a service provider on the CSD. Bidders who are not registered must do so before submitting their proposals. Vendor numbers can be obtained from: https://secure.csd.gov.za/ . Submit proof of registration.
SBD 3.1 form (Costing)	All bidders must complete, initial, and sign the SBD 3.1 form. By completing SBD 3.1 bidders confirm that they have quoted as per all the above requirements.

<p>Halaal Certified (Certificate to be provided)</p>	<p>Bidders to submit a valid Halal certificate from their supplier/s as proof.</p> <p>In the event, the bidders fail to submit the completed documents at the time of submitting the proposal, a bidder will be requested to submit the documents within three (3) days from the date of request, failure to submit the documents will disqualify the bidders.</p>
<p>Valid Municipality Certificate of Acceptability</p>	<p>Bidders must submit a Valid Municipality certificate of Acceptability from their supplier/s and must have written agreement between the supplier and the bidder as proof.</p> <p>Failure to submit will result in disqualification.</p>
<p>Proof of a minimum of five (5) previous contracts of the same nature (high level events of work done that involves international delegation or Diplomatic Corps or events of similar calibre and magnitude covering over 500 people)). Proof to be provided as contactable references letters/ testimonial</p>	<p>References and written proof of projects related event logistical requirements (Catering and Décor) in the past five years. Both in the private and public sector.</p> <p>Proof from five clients, private and public.</p> <p>The Testimonial / reference letter must include the following to be deemed valid.</p> <ul style="list-style-type: none"> • Company letterhead • Company name • A brief description of the service that you provided and the level of satisfaction • Contact name • Address • Contact number • Duration of contact <p>Failure to submit will result in disqualification.</p>
<p>Bidders are requested to provide a company profile (provide photographic evidence and background information demonstrating experience of rendering a service/s high level events of work done that involves International delegation or Diplomatic Corps or events of calibre and magnitude or similar events for over 500 people) demonstrating a minimum of five (5) years' experience in providing event logistical requirements (Catering and Décor)</p>	<p>Bidders are requested to provide a company profile</p> <p>Failure to submit will result in disqualification.</p>

PHASE 2- FUNCTIONALITY CRITERIA

Technical Assessment

7.1 Phase 2: Site Inspection

A supplier that scores less than sixty (60 points) in respect of the “Site Inspection Criteria during Phase 2 will be viewed as submitted a non-responsive bid and therefore disqualified.

A food tasting and mock set-up for (6) Departmental officials will be conducted as part of the bidding process.

SITE INSPECTION REQUIREMENTS	WEIGHT						
<p>PERSONNEL UNIFORM</p> <p>The used uniform is well presentable and formal.</p> <p>Evaluation Matrix</p> <table border="1" data-bbox="193 891 788 1005"> <tr> <td>Presentable</td> <td>0 Points</td> </tr> <tr> <td>Not Presentable</td> <td>5 Points</td> </tr> </table>	Presentable	0 Points	Not Presentable	5 Points	<p>20</p>		
Presentable	0 Points						
Not Presentable	5 Points						
<p>MOCK SET-UP</p> <p>Décor, Quality of crockery, cutlery and glassware and presentation on the table</p> <table border="1" data-bbox="193 1178 788 1332"> <tr> <td>Not in line with specification</td> <td>0 Points</td> </tr> <tr> <td>In line with specification</td> <td>5 Points</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Not in line with specification	0 Points	In line with specification	5 Points			<p>40</p>
Not in line with specification	0 Points						
In line with specification	5 Points						
<p>FOOD TASTING</p> <ul style="list-style-type: none"> - Taste - Portion control. - Colour combination of food - Nutritional value <table border="1" data-bbox="193 1541 788 1695"> <tr> <td>None of All the factors covered</td> <td>0 Points</td> </tr> <tr> <td>All the factors covered</td> <td>5 Points</td> </tr> </table>	None of All the factors covered	0 Points	All the factors covered	5 Points	<p>40</p>		
None of All the factors covered	0 Points						
All the factors covered	5 Points						

7.2 Phase 3: Pricing and Preferential Points

7.2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The Bidder’s information will be scored according to the following points system:

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	

71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	
Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

5. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture¹, 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.

¹ In case of a Joint Venture both parties shall be “jointly and severally” liable for any contractual breach or professional liability.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate quotation.

Service Providers must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **The Department of International Relations and Cooperation** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/ or consortium arrangement.

6. GENERAL CONDITIONS OF CONTRACT²

Any award made to a Service Provider is conditional, amongst others, upon:

- a. The Service Provider accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon formal approval of the contract and prior to the commencement of the contract which the Department of International Relations and Cooperation is prepared to enter into a contract with the successful Service Provider.
- b. This contract shall be non-exclusive and DIRCO reserves the right at any time, including during the term of this contract, to enter into any agreement or arrangements with any other entities or persons for performance of all or any part of these services. DIRCO shall not incur liability to the appointed Service Provider(s) by virtue of its entry into such agreements.
- c. In accordance with Treasury Instruction Note dated 31 May 2011, paragraph 3.9.5, this Specific Term Contract shall be excluded from value limits as orders shall be placed as and when services are required and that at the time of awarding the Contract, exact required quantities shall not be known. DIRCO shall therefore not guarantee to the successful bidder(s) any monetary value or minimum quantity of any services to be provided under the Contract and DIRCO shall not be under any obligation to order a minimum quantity of services from the successful bidder(s) under the Contract. DIRCO shall further not be obliged to make use of every service for which is tendered. Any quantities and/or volumes requested or indicated in the pricing schedule are for comparative bid purposes only. The delivered price shall be strictly for the actual quantity and/or volume ordered.
- d. It is expected that the successful bidder(s) is fully aware of import/export requirements and restrictions applicable to each of the various destinations and it is incumbent on the successful bidder(s) to advise DIRCO, its Missions and the official of any and all such country requirements and restrictions in a timely manner to avoid surcharges and/or penalties, supported by the relevant documentary evidence if and when requested by DIRCO.

² The General Conditions of Contract as determined by National Treasury

- e. The Service Provider submitting the General Conditions of Contract to the Department of International Relations and Cooperation together with its quotation, duly signed by an authorised representative of the Service Provider.
- f. **Service Provider's evaluation can only be done based on all requested information contained herein. The comprehensiveness of the procurement proposal can therefore be decisive in awarding thereof.**
- g. **For purposes of comparison and to ensure a meaningful evaluation, suppliers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.**
- h. **The prospective suppliers are required to indicate their costing per item and total cost (inclusive of VAT) on all SBD forms (SBD 3.1) (Pricing schedule), for ease of evaluation. Prices/fees must be quoted in South African currency. Prices should be fixed and include VAT, any foreign exchange rates if applicable. Failure to comply with conditions may invalidate the bid.**
- i. **DIRCO reserves the right to conclude a Service Level Agreement³, SBD 7.2, and appointment letter with the appointed bidder to supplement the General Conditions of Contract**
- j. **Please take note that DIRCO is not obliged to select any of the bidders' submitted proposals.**
- k. **If the DIRCO receives sponsorship, it is expected that the prospective service provider will revise their quotation/bid accordingly.**
- l. **The Department of International Relations and Cooperation reserves the right to award the tender to a service provider that has public liability or insurance.**

7. SPECIAL CONDITIONS OF THIS QUOTATION

- a. To award this tender to a Service Provider that did not score the highest total number of points, in accordance with section 2(1)(f) of the PPPFA
- b. To negotiate with one or more preferred Service Providers identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Service Provider who has not been awarded the status of the preferred Service Provider.
- c. To accept part of a tender rather than the whole tender.

³ Service Level Agreement – Negotiated agreement between DIRCO and Service Provider(s) that will record a common understanding about services, priorities, responsibilities, guarantees, and warranties. Each area of service scope shall have the "level of service" defined.

- d. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Service Provider, whether before or after adjudication of the quotation.
- e. To correct any mistakes at any stage of the tender that may have been in the Quotation documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred Service Provider(s) have been notified of their status as such.
- g. Award to multiple Service Providers based either on operational needs and risk assessment

8. THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION REQUIRES SERVICE PROVIDERS TO DECLARE

In the Service Provider's Technical response, Service Providers are required to declare the following:

- a. Confirm that the Service Provider is to:
 - i. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of International Relations and Cooperation
 - ii. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - iii. Act with circumspection and treat the Department of International Relations and Cooperation fairly in a situation of conflicting interests;
 - iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - v. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of International Relations and Cooperation;
 - vi. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - vii. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department of International Relations and Cooperation as a client before any other consideration; and
 - viii. To ensure that any information acquired by the Service Provider from the Department of International Relations and Cooperation will not be used or disclosed unless the written consent of the client has been obtained to do so.

9. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. The Department of International Relations and Cooperation reserves its right to disqualify any Service Provider who either itself or any of whose members (save for such members who hold a minority interest in the Service Provider through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Service Provider other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department of International Relations and Cooperation or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- i. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Service Provider in respect of the subject matter of this quotation;
 - ii. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - iii. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department of International Relations and Cooperation's officers, directors, employees, advisors or other representatives;
 - iv. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - v. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - vi. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - vii. has in the past engaged in any matter referred to above; or
 - viii. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Service Provider, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

10. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The Service Provider should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the Department of International Relations and Cooperation relies upon the Service Provider's Tender as a material representation in making an award to a successful Service Provider and in concluding an agreement with the Service Provider.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department of International Relations and Cooperation against the Service Provider notwithstanding the conclusion of the Service Level Agreement between the Department of International Relations and Cooperation and the Service Provider for the provision of the Service in question. In the event of a conflict between the Service Provider's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

11. PREPARATION COSTS

The Service Provider will bear all its costs in preparing, submitting and presenting any response or Tender to this quotation and all other costs incurred by it throughout the quotation process. Furthermore, no statement in this quotation will be construed as placing the Department of International Relations and Cooperation its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Service Providers in the preparation of their response to this quotation.

12. INDEMNITY

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

13. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

14. LIMITATION OF LIABILITY

A Service Provider participates in this quotation process entirely at its own risk and cost. The Department of International Relations and Cooperation shall not be liable to compensate a Service Provider on any grounds whatsoever for any costs incurred or any damages suffered because of the Service Provider's participation in this Quotation process.

15. TAX COMPLIANCE

No Quotation shall be awarded to a Service Provider who is not tax compliant. The Department of International Relations and Cooperation reserves the right to withdraw an award made, or cancel a contract concluded with a successful Service Provider in the event that it is established that such Service Provider was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department Of International Relations And Cooperation, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department of International Relations and Cooperation further reserves the right to cancel a contract with a successful Service Provider if such Service Provider does not remain tax compliant for the full term of the contract.

16. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a Service Provider whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers, the Department of International Relations and Cooperation reserves the right to withdraw an award, or cancel a contract concluded with a Service Provider should it be established, at any time, that a Service Provider has been blacklisted with National Treasury by another government institution.

17. GOVERNING LAW

South African law governs this quotation and the quotation response process. The Service Provider agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this quotation, the quotation itself and all processes associated with the quotation.

18. RESPONSIBILITY FOR SUB-CONTRACTORS AND SERVICE PROVIDER'S PERSONNEL

A Service Provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this quotation. If the Department of International Relations and Cooperation allows a Service Provider to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Service Provider and the Department of International Relations and Cooperation will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

19. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this quotation or a Service Provider's tender(s) will be disclosed by any Service Provider or other person not officially involved with the Department of International Relations and Cooperation's examination and evaluation of a Tender.

No part of the quotation may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This quotation and any other documents supplied to the Department of International Relations and Cooperation remain proprietary to the Department of International Relations and Cooperation and must be promptly returned to the Department of International Relations and Cooperation upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this quotation process and thereafter, Service Providers must secure the Department of International Relations and Cooperation's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this quotation relates; or (ii) the process which follows this quotation. Failure to adhere to this requirement may result in disqualification from the quotation process and civil action.

20. DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION PROPRIETARY INFORMATION

Service Providers will on their quotation cover letter make a declaration that they did not have access to any Department of International Relations and Cooperation's proprietary information or any other matter that may have unfairly placed that Service Provider in a preferential position in relation to any of the other Service Providers.

21. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities under this Terms of Reference, the Department of International Relations and Cooperation (DIRCO) may terminate the executing of the services at its own discretion or temporarily suspend all or part of the services by notice to the successful Service Provider who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful Service Provider shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

22. FEES AND PAYMENT SCHEDULE

- a. Fees must be quoted in South African currency.
- b. All prices quoted must include VAT; and
- c. Service Providers should take note that the Department will pay within thirty (30) days after the receipt of invoice and the service has been rendered.

23. CONTACT PERSONS AND SUBMISSIONS OF BIDS

- a. All enquiries can be directed at Supply Chain Management:

Tel: 012 351 11395, 012 351 0225, 012 351 0077

Fax: +27 12 329 1267

- b. After completing the pricing schedules electronically, the electronic version of the pricing schedule must be printed, signed and submitted together with the remaining bid documents which will serve as the hard copy of the bid. Bidders must further initial each page of the bid document on the top right-hand corner.
- c. The Service Provider will be expected to also submit the pricing schedules on a Flash Drive.
- d. Each bid must be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder(s), the bid number and the closing date must be clearly endorsed.
- e. **Prospective Service Providers should submit their bonded proposals in a sealed envelope with the details of the specific quotation on the outside of the envelope to:**

Per hand

Tender Box OR Tambo Building
The Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
Rietondale
Pretoria
0084

Closing date: 25 February 2026 @ 11 AM

E-Mailed or faxed submissions shall not be accepted.

- f. Bids received after the closing date and time, at the address in the bid's documents, will not be accepted for consideration and where practical, be returned unopened to the bidder.
- g. For further technical assistance bidders can direct their inquiries to Supply Chain Management via email following officials:

Ms Mphahlele MB

TEL: 012 351 0225

Email: mpahlelemb@dirco.gov.za

Mazibuko Emily

Tel: 012 351 1395

Email: mazibukoe@dirco.gov.za

Rakhoale HM

Tel: 012 351 0077

Email: rakhoaleh@dirco.gov.za

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder: 0 DIRCO 13-2025-2026

Closing date 25/02/2026 Time 11h00 AM

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

Required by: The Department of International Relations and Cooperation (DIRCO)

RFQ NO: DIRCO 13-2025-2026
RFQ NAME: APPOINTMENT OF SERVICE PROVIDER FOR SADC COUNCIL OF MINISTERS CATERING SERVICES AT DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION 04 – 13 MARCH 2026.
TOTAL BID PRICE R0.00

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide catering services to the DIRCO at the following total amounts (including VAT)

CATEGORY A- REFRESHMENT SPECIFICATION AND REQUIREMENTS FOR SENIOR OFFICIALS			quantity	Price p/p	No of days	TOTAL
Dates: 4,5,7,8,9,12,13 March 2026						
PLENARY HALL						
Mineral water (still & sparkling) refreshed x 3 per day.			200		7	R 0.00
Mint Bowls			200		7	R 0.00
Morning arrival refreshment Serve: 07h30 – 09h30						
Tea selection, Ceylon, rooibos, English breakfast.			600		7	R 0.00
Freshly brewed coffee.			600		7	R 0.00
2 x variety of fruit juice			600		7	R 0.00
Honey, sugar, lemon, and sweetener			600		7	R 0.00
Mid-morning refreshment Serve: 10h00 – 11h00						
Tea selection, Ceylon, rooibos, English breakfast.			600		7	R 0.00
Freshly brewed coffee			600		7	R 0.00
Assorted fresh sandwiches (tuna & mayo, cheese & tomato, turkey & cheese) & Scone with Jam, Cream & Cheese Whole seasonal fresh fruits basket.			600		7	R 0.00
Afternoon refreshment Serve: 15h00 – 16h00						
Tea selection, Ceylon, rooibos, English breakfast.			600		7	R 0.00
Freshly brewed coffee.			600		7	R 0.00
2 x variety of fruit juice			600		7	R 0.00
Biscuits			600		7	R 0.00
Honey, sugar, lemon, and sweetener			600		7	R 0.00
SUB- TOTAL						R 0.00
Dates: 6 and 11 March 2026						
Morning refreshments 09h00 - 11h00						
Tea selection, Ceylon, rooibos, English breakfast.			250		2	R 0.00
Freshly brewed coffee.			250		2	R 0.00
Honey, sugar, lemon, and sweetener			250		2	R 0.00
Afternoon refreshments 15h00 - 16h00						
Tea selection, Ceylon, rooibos, English breakfast.			250		2	R 0.00
Freshly brewed coffee.			250		2	R 0.00
Home baked biscuits			250		2	R 0.00
Honey, sugar, lemon, and sweetener			250		2	R 0.00
SUB- TOTAL						R 0.00
Dates: 10 March 2026						
Morning refreshments 09h00 - 11h00						
Tea selection, Ceylon, rooibos, English breakfast.			250		1	R 0.00
Freshly brewed coffee.			250		1	R 0.00
Honey, sugar, lemon, and sweetener			250		1	R 0.00
Afternoon refreshments 15h00 - 16h00						
Tea selection, Ceylon, rooibos, English breakfast.			600		1	R 0.00
Freshly brewed coffee.			600		1	R 0.00
2 x variety of fruit juice			600		1	R 0.00
Assorted fresh sandwiches (tuna & mayo, cheese & tomato, turkey & cheese)			600		1	R 0.00

Whole seasonal fresh fruits basket.	600		1	R 0.00
Honey, sugar, lemon, and sweetener	600		1	R 0.00
SUB- TOTAL				R 0.00
Requirements for refreshments:				
High cocktail tables with clothes	20		10	R 0.00
Paper napkins on tables	600		10	R 0.00
White bone China	600		10	R 0.00
Crystal glass for juice	600		10	R 0.00
Stainless steel cutlery	600		10	R 0.00
SUB- TOTAL				R 0.00
TOTAL FOR SENIOR OFFICIALS REFRESHMENT(CATEGORY A)				R 0.00
CATEGORY B- BUFFET LUNCH SPECIFICATIONS AND REQUIREMENTS FOR SENIOR OFFICIALS- 600 DELEGATES				
Dates: 4 MARCH 2026				
SALADS				
Grilled Corn Salad with Lemon Dijon dressing				
Deconstructed build your own garden salad				
Mfino				
MEAT OPTIONS				
Cape Malay Lamb Curry -Grilled Coriander and Coconut Chicken -Grilled Fish				
Starch	600		1	R0.00
Pap				
Basmati Rice				
Roast Potatoes				
Vegetarian Option : Vegetable Paella				
Vegetables				
Grilled Seasonal vegetables				
Creamed Spinach				
Dessert				
Fruit Salad				
Assorted cakes				
Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Total cost				R0.00
Dates: 05 March 2026				
SALADS				
Deconstructed build your own garden salad				
-Chakalaka pasta salad				
MEAT OPTIONS				
•Braised beef short ribs. •Boerewors •Grilled chicken -Grilled kingklip with lemon butter sauce Fish				
Starch	600		1	R0.00
Pap				
Basmati Rice				
Roast Potatoes				
Vegetarian Option : Moroccan				
Vegetables				
Grilled Seasonal vegetables				
Roasted Brussel sprouts with walnuts				
Dessert				
Fruit Salad				
Mini cakes				
Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Total cost				R0.00
Dates: 07 March 2026				
SALADS				
Greek Pasta salad				
MEAT OPTIONS				
Slow cooked beef curry Lemon and Herb Roasted chicken with chicken jus Wors Grilled fish				
Starch	600		1	R0.00
Pap				
Fried rice				
Garlic Roast Potatoes				

Vegetarian Option : Summer Lasagne				
Vegetables				
Steamed vegetables				
Cinnamon roasted sweet potatoes				
Dessert				
Fruit Salad				
Chocolate brownies				
Cheesecake				
Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Total cost			R0.00	

Dates: 08 March 2026

SALADS				
Roasted butternut and feta salad				
Deconstructed build your own garden salad				
MEAT OPTIONS				
Slow roasted leg of lamb and mint reduced jus Cape Malay spiced chicken thigh curry Beef tripe				
Starch				
Pap	600		1	R0.00
Savoury Rice				
Garlic roasted potatoes wedges				
Vegetarian Option : Mushroom pasta				
Vegetables				
Roasted butternut and sweet potato				
Creamed Spinach				
Dessert				
Seasonal fruit platter				
Carrot cake				
Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Total cost			R0.00	

Dates: 09 March 2026

SALADS				
Greek salad				
Potato salad				
MEAT OPTIONS				
Beef potjie Grilled chicken portions Baked line fish of the day				
Starch				
Pap	600		1	R0.00
Savoury Rice				
Dumplings				
Vegetarian Option : Vegetarian Aubergine Delight Bake				
Vegetables				
Traditional spinach				
Roasted hubbard squash				
Dessert				
Seasonal fruit platter				
Assorted cakes				
Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Total cost			R0.00	

Dates: 10 March 2026

SALADS				
Rainbow coleslaw				
3 bean sweet and sour				
MEAT OPTIONS				
Beef tripe Hardbody chicken Baked line fish with Salsa Verde Grilled chicken portions				
Starch				
Pap	600		1	R0.00
Samp				
Steamed bread				
Vegetables				

Spinash and tomato				
Braised cabbage				
Glazed carrots batonnets				
- Baked aubergine parmesan (v)				
Dessert				
Fresh seasonal fruit platter				
Caramel cheesecake				
Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Total cost				R0.00

Equipment requirement				
60 round tables.	60		6	R 0.00
600 dining chairs (no plastic chairs)	600		6	R 0.00
60 damask tablecloths.	60		6	R 0.00
600 highball glassware.	600		6	R 0.00
600 underplates	600		6	R 0.00
600 napkin & rings.	600		6	R 0.00
600 crockery & cutlery.	600		6	R 0.00
60 fresh centre flowers.	60		6	R 0.00
X 4 buffet stations with linen & skirting.	4		6	R 0.00
Chaffing dishes & fuel to accommodate menu	1		6	R 0.00
25 professional waitrons (black & white with butler apron)	25		6	R 0.00
total for equipment hire				R 0.00
TOTAL FOR SENIOR OFFICIALS REFRESHMENT(CATEGORY B)				R 0.00

Special Instruction
•460 pax serving on the main area
•50 Separate serving for chairs of senior officials
•70 pax separate serving for SADC Secretariat
•20 pax separate serving for VOC

CATEGORY C- BUFFET LUNCH SPECIFICATIONS AND REQUIREMENTS FOR SENIOR OFFICIALS- 250 DELEGATES				
	quantity	Price p/p	No of days	TOTAL
Dates: 6 MARCH 2026				
SALADS				
Deconstructed build your own garden salad				
Coleslaw with pineapple twist				
MEAT OPTIONS				
BBQ glazed grilled chicken				
-Beef stroganoff				
-Deboned ox head				
-grilled fish				
Starch				
Pap	250		1	R0.00
Basmati Rice				
Roast Potatoes				
Vegetarian Option : Falafel with tzatziki				
Vegetables				
Honey glazed sweet potato and carrots				
Roasted sweet corn				
Dessert				
Malva pudding and custard				
Fruit salad				
Lunch beverages				
Mineral water (still & sparkling)	250		1	R 0.00
Soft drinks – cola range.	125		1	R 0.00
Assorted fruit juices.	125		1	R 0.00
Total cost				R 0.00

Dates: 11 MARCH 2026				
SALADS				
Rainbow coleslaw				
Three bean salad				
MEAT OPTIONS				
Hardbody chicken				
Braised Oxtail				
Lamb stew				
Deboned ox head				
Starch				
Dumpling	250		1	R0.00
Umqusho				
Limpopo pap				
Vegetarian Option : Summer vegetable and feta bake				
Vegetables				
Spinach and tomato (morogo)				
Tomato gravy				
Roasted butternut				

Dessert				
Tropical fruit skewers				
Assorted mini decadent cakes				
Lunch beverages				
Mineral water (still & sparkling)	250		1	R 0.00
Soft drinks – cola range.	125		1	R 0.00
Assorted fruit juices.	125		1	R 0.00
Durbanville Hills Sauvignon Blanc	8		1	R 0.00
Durbanville Hills Merlot	8		1	R 0.00
Total cost			R 0.00	
Equipment requirement				
60 round tables.	60		2	R 0.00
600 dining chairs (no plastic chairs)	600		2	R 0.00
60 damask tablecloths.	60		2	R 0.00
600 highball glassware.	600		2	R 0.00
600 underplates	600		2	R 0.00
600 napkin & rings.	600		2	R 0.00
600 crockery & cutlery.	600		2	R 0.00
60 fresh centre flowers.	60		2	R 0.00
X 4 buffet stations with linen & skirting.	4		2	R 0.00
Chaffing dishes & fuel to accommodate menu	1		2	R 0.00
25 professional waitrons (black & white with butler apron)	25		2	R 0.00
total for equipment hire			R 0.00	
TOTAL FOR BUFFET LUNCH (CATEGORY C)			R 0.00	

Special Instruction

- 110 pax serving on the main area
- 50 Separate serving for chairs of senior officials
- 70 pax separate serving for SADC Secretariat
- 20 pax separate serving for VOC

CATEGORY D- BUFFET LUNCH SPECIFICATIONS AND REQUIREMENTS -600 VVIP DELEGATES		quantity	Price p/p	No of days	TOTAL
Dates: 12 MARCH 2026					
SALADS					
Fusilli pasta salad					
Tomato & jalapeño salsa					
MEAT					
Deboned ox head (tlhogo)					
Lamb tripe(mogodu)					
Hardbody chicken					
Baked line fish with salsa Verde					
Starch					
Limpopo pap					
Samp & beans (umngqusho)					
Savory yellow rice					
Vegetables					
Pumpkin fritters					
Tomato gravy					
Cream spinach					
Honey Glazed sweet potato and carrots					
Coconut curry cauliflower steaks(v)					
Dessert					
Fresh seasonal fruit platter					
Peppermint Tart					
		600		1	R0.00

Lunch beverages				
Mineral water (still & sparkling)	600		1	R 0.00
Soft drinks – cola range.	300		1	R 0.00
Assorted fruit juices.	300		1	R 0.00
Cathedral Sauvignon Blanc	8		1	R 0.00
cathedral merlot	8		1	R 0.00
Total cost			R0.00	

Dates: 13 MARCH 2026					
Salads (Mzansi Braai Menu)					
Chakalaka salad					
Tangy potato salad with mayo					
MEAT					
Beef brisket					
Lamb chops					
Boere wors					
Spicy chicken wings					
Baked kingklip with lemon butter.					
Starch					
Limpopo pap					
Braai brood					

	Creamy samp				
Vegetables		600		1	R0.00
	Covo with red bell pepper. Tomato gravy Spicy mango atchar salsa Coconut curry cauliflower steaks(v)				
Dessert					
	Fresh seasonal fruit platter Mini peppermint Tart Mini koeksisters Mini decadent assorted cakes				
Lunch beverages					
Mineral water (still & sparkling)		600		1	R 0.00
Soft drinks – cola range.		300		1	R 0.00
Assorted fruit juices.		300		1	R 0.00
Durbanville Hills Sauvignon Blanc		8		1	R 0.00
Durbanville Hills Merlot		8		1	R 0.00
	Total cost				R 0.00
Equipment requirement					
60 round tables.		60		2	R 0.00
600 dining chairs (no plastic chairs)		600		2	R 0.00
60 damask tablecloths.		60		2	R 0.00
600 highball glassware.		600		2	R 0.00
600 underplates		600		2	R 0.00
600 napkin & rings.		600		2	R 0.00
600 crockery & cutlery.		600		2	R 0.00
60 fresh centre flowers.		60		2	R 0.00
X 4 buffet stations with linen & skirting.		4		2	R 0.00
Chaffing dishes & fuel to accommodate menu		1		2	R 0.00
25 professional waitrons (black & white with butler apron)		25		2	R 0.00
	Total cost				R0.00
Ministers' Essential Staff:					
2 buffet stations with linen and skirting.		25		2	R 0.00
White bone China.		25		2	R 0.00
Stainless steel cutlery.		25		2	R 0.00
Highball glassware.		25		2	R 0.00
Professional waitrons (black & white with butler apron)		25		2	R 0.00
Arrival, mid-morning and afternoon refreshments for 50 ministers and 50 essential support staff		25		2	R 0.00
	Total cost				R 0.00
TOTAL FOR VVIP(CATEGORY D)					
R 0.00					
Special Instruction					
460 pax serving on the main area					
50 Separate serving for chairs of senior officials					
70 pax separate serving for SADC Secretariat					
•20 pax separate serving for VOC					
50 Separate Serving for Ministers' Essential Staff					
Ministers holding Room (x 1 fresh protea) center piece					
SADC Ministers Holding Room (x 8 fresh protea centre pieces)					
x 4 fresh big protea floral arrangements on stands)					
x 6 round tables of 8 pax seated Ministers banquet Hall.					
50 banquet chairs					
6 damask table clothes					
6 fresh protea flowers centre pieces.					
x 1 L-shaped buffet station with 8 treacle tables with linen and skirting.					

PRICING SUMMARY

CATEGORY	TOTAL AMOUNT
CATEGORY A	R 0.00
CATEGORY B	R 0.00
CATEGORY C	R 0.00
CATEGORY D	R 0.00
TOTAL COST	R 0.00

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	

Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	
Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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 for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)