



YOU ARE HEREBY INVITED TO SUBMIT A PROPOSAL TO THE WESTERN CAPE DEPARTMENT OF AGRICULTURE

ENQUIRES/ BID DOCUMENTS: Ms D Prinsloo/ T Stemele
SPECIFICATIONS: Ms. L Smith
BID NUMBER: Bid 941 – 2026/2027
CLOSING TIME: 11:00
VALIDITY PERIOD: 120 Days

TELEPHONE: (021) 808 5442 /5021
TELEPHONE: (021) 808 5470
CLOSING DATE: 29 September 2026

SUPPLY AND DELIVERY OF PERISHABLE / NON-PERISHABLE PROVISIONS TO ELSENBURG HOSTEL

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

BID DOCUMENTS MAY BE POSTED TO:

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

OR

DEPOSITED IN THE BID BOX SITUATED AT:

Western Cape Department of Agriculture
At the Security Gate
Muldersvlei Road
Elsenburg

Bidders must ensure that their proposals are submitted well in advance to reach the Department before the specified bid closing date and time, as late submissions will not be considered.

The bid box will be accessible every day for 24 hours until the specified bid closure date & time, late bid documentation will not be considered.

Please ensure that bids are delivered to the correct address on time. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official.

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	941 – 2026/2027	CLOSING DATE:	29 September 2026	CLOSING TIME:	11:00		
DESCRIPTION	SUPPLY AND DELIVERY OF PERISHABLE / NON-PERISHABLE PROVISIONS TO ELSENBURG HOSTEL						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MULDERSVLEI ROAD (TENDER BOX AT SECURITY GATE)				GPS CO-ORDINATES: 33.845259 S 18.834722 E			
ELSENBURG							
7607							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	D PRINSLOO / T STEMELE			CONTACT	MS L SMITH		
TELEPHONE NUMBER	021 808 5442 / 5021			TELEPHONE	(021) 808 5470		
FACSIMILE NUMBER	NONE			FACSIMILE	NONE		
E-MAIL ADDRESS	Davita.Prinsloo@westerncape.gov.za Thandiswa.Stemele@westerncape.gov.za			E-MAIL ADDRESS	Laetitia.Smith@westerncape.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	COD				NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	COD				NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCS EB		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] Yes No						
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).
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 THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

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

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

Central Supplier Database Registration

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

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM

(Goods/Services)

NAME OF BIDDER: BID NO.: **Bid 941 – 2026/2027**
 CLOSING TIME **11:00** CLOSING DATE: **29 Sept 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES TO BE INCLUDED)
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1. BID 941 – 2026/2027: TO SUPPLY AND DELIVERY OF PERISHABLE / NON-PERISHABLE PROVISIONS TO ELSENBURG HOSTEL

COMMODITY	TOTAL PRICE
Fresh Fruit and Vegetables	R
Meat and Poultry Products	R
Dairy Products	R
Bread and Bakery Products	R
Frozen Foods	R
Non-Perishable Groceries	R

Required by **Ms. Laetitia Smith** (021) 808 5470 at the Department of Agriculture: Western Cape. Elsenburg Hostel

Does the offer comply with the specification? YES / NO

Are the rates quoted firm for the full period of contract? *YES / NO

- If not to specification, indicate deviation(s) _____

Service: Firm /not firm: _____

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

6. Definitions

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

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

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

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

“business interest” means -

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

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

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

Any person who directly or indirectly -

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

“CSD” means the Central Supplier Database maintained by National Treasury;

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“employee”, in relation to –

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

“entity” means any -

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

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

“Family member” means a person's -

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

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

“Institution” means –

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

“Provincial Government Western Cape (PGWC)” means

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

“RWOEE” means -

Remuneration Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

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

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

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

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

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

C2. TABLE C

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

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

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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

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

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

1. DEFINITIONS

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

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

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

2. GENERAL CONDITIONS

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

9. SUB-CONTRACTING

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

- 9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

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

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

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

WESTERN CAPE DEPARTMENT OF AGRICULTURE
SUPPLY AND DELIVERY OF PERISHABLE / NON-PERISHABLE PROVISIONS TO ELSENBURG HOSTEL

SECTION A: BID CONDITIONS

1. BID CONDITIONS:

- 1.1 The Western Cape Department of Agriculture (WCDOA) invites bids for the establishment of a panel of service providers for the supply, delivery and off-loading of perishable and non-perishable food products to the Department for a period of two (2) years, with an option to extend the contract for a further one (1) year. The list of required products is contained in Annexure A.
- 1.2 This bid shall be governed by the General Conditions of Contract (GCC) and all applicable legislation.
- 1.3 The purchaser is the Western Cape Department of Agriculture (WCDOA). The purchaser's representative is Ms LB Smith (021 808 5470 or Laetitia.Smith@westerncape.gov.za).
- 1.4 Bidders must ensure compliance with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), and any regulations issued thereunder. Where products regulated by this Act are supplied under the resulting contract, such products shall comply fully with the requirements of the Act and related regulations. (Refer to Annexure B).
- 1.5 Bidders may submit offers for one or more product categories. However, where a category is selected, bidders must quote for all items listed within that category. Partial bids for individual items within a category will not be considered. Prices must be provided for each item as reflected in the pricing schedule and may not be submitted as a lump-sum amount.
- 1.6 All prices submitted must be market-related and applicable to the Western Cape region. Prices submitted at bid stage will be used for the evaluation and allocation of awards for the first quarter. Thereafter, successful service providers will be required to submit updated quotations on a quarterly basis, and pricing will be reviewed to ensure continued market competitiveness and value for money. The Department reserves the right to negotiate pricing where submitted rates are deemed excessive, exorbitant, or not aligned with prevailing market conditions.
- 1.7 All compliant bidders that successfully meet the evaluation criteria may be appointed to the panel of service providers for the relevant category(ies).
- 1.8 Service providers shall comply with all applicable legislation, regulations, standards and industry requirements relating to the supply, storage, transportation and delivery of perishable and non-perishable products for the duration of the contract.

- 1.9 Where a service provider is unable to supply or deliver the required products for any reason, the Department reserves the right to source such products from another appointed service provider on the panel. The provisions of Clause 7.6 shall apply where applicable.
- 1.10 The Department reserves the right to procure commodities outside the contract where operational requirements or special circumstances so necessitate.
- 1.11 Successful service providers will be included on a panel for the category(ies) in which they have met all compliance and evaluation requirements.
- 1.12 Requests for price increases in excess of any approved annual sectoral adjustment will only be considered under exceptional circumstances beyond the reasonable control of the parties, including but not limited to war, civil unrest, natural disasters, fires, explosions, destruction of facilities or equipment, or actions by any authority. Any such request shall be subject to review by the Department, and the Department's decision shall be final.
- 1.13 Should a service provider default on its contractual obligations and fail to remedy such default within the prescribed period, the Department may exclude the service provider from further procurement opportunities within the affected category for the remainder of the contract period.

2. GENERAL

- 2.1 The WCDOA reserves the right to adjust quantities (the academic calendar affects quantities).
- 2.2 Invoices must be sent to the Department no later than seven days after the end of each month.
- 2.3 Bid prices must be all inclusive (VAT, delivery, etc.).
- 2.4 No preliminary payments will be made in advance.
- 2.5 A Service Level Agreement will be entered into with the successful supplier/s.
- 2.6 The successful supplier/s must be duly registered on the Central Supplier Database.
- 2.7 Goods will be ordered a week in advance or as necessary.
- 2.8 All products shall comply with the specifications.
- 2.9 A monthly evaluation sheet will be completed by the purchaser's representative to indicate if products were delivered for the month in accordance with the specifications.
- 2.10 The supervisor on duty receiving the products may return products if it is not according to the specifications.

3. EVALUATION PROCESS:

3.1 Evaluation of Bid Proposals

Bid proposals will be evaluated in three phases. During the first phase, all submitted bid documents will be assessed for completeness and compliance with the bid requirements. Bidders must ensure that all mandatory documents, information, and declarations are submitted and that all prescribed conditions of the bid have been met. Failure to submit the required documentation or comply with the stipulated conditions may result in the bid being deemed non-responsive and disqualified from further evaluation.

3.2 Compulsory Site Inspection and Verification

The second phase of the evaluation process will entail a site inspection of the bidder's premises. Site inspections will be conducted to verify the information contained in the bid submission and to confirm that the bidder possesses the necessary facilities, resources, equipment, and operational capacity to deliver the required services. Where applicable, third-party service providers identified in the submitted Certificate of Acceptance (CoA) will be subject to verification. The purpose of the inspection is to ensure that the bidder's operations are aligned with the requirements and specifications set out in the bid.

The Department reserves the right to verify the bidder's physical and operational address, including any storage, distribution, and administrative facilities, to confirm the accuracy of the information provided in the bid submission and the bidder's ability to perform the services required under the contract.

3.3 Financial Evaluation and Preference Points Assessment

Bidders who successfully meet the administrative compliance requirements and obtain a satisfactory outcome from the site inspection phase will proceed to the final phase of evaluation. This phase will involve the assessment of the bidder's financial proposal as well as the allocation of Broad-Based Black Economic Empowerment (B-BBEE) preference points. The evaluation will be conducted in accordance with the 80/20 preference point system, whereby 80 points will be allocated for price and 20 points for B-BBEE status level contribution, as prescribed by the applicable procurement regulations. The bidder achieving the highest combined score out of 100 points will be considered for award, subject to all other bid requirements being met.

4. MANDATORY REQUIREMENTS

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

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

Document	Mandatory documents to be completed. Bidders who do not complete these documents will be disqualified.	Bidder to return document with bid? Yes/No
WCBD 1	Mandatory	Yes
Proof of authority must be submitted, to indicate that the bidder is authorized to complete the bid documentation and sign on behalf of the entity to support WCBD 1 (See bottom of Page 4)	Mandatory	Yes
Duly registered on the CSD (Central Supplier Database) attach proof of registration	Mandatory	Yes
WCBD 3	Mandatory	Yes
WCBD 4	Mandatory	Yes
WCBD 6.1	Only if bidder intends to claim preference points	Yes
BBBEE status level certificate / sworn affidavit	Only if bidder intends to claim preference points	Yes
A valid Certificate of Acceptability (CoA) (premises and transport)	Mandatory	Yes
Prospective Service Providers must quote and complete pricing for all items/products listed per category and bidders are not allowed to split the items in the specific category/commodity group and not as a lump sum on pricing schedule.	Mandatory	Yes

Bidders must provide at least two (2) contactable references from current or previous clients for contracts of a similar nature, scope, and value involving the supply and delivery of perishable and non-perishable products. References must include the client contact person's name, designation, telephone number and email address for verification purposes.	Mandatory	Yes
Proof of address of physical/operational offices situated in the Western Cape within a 100 km radius of Elsenburg (Stellenbosch).	Mandatory	Yes

SECTION B: INSPECTION, HEALTH AND COMPLIANCE REQUIREMENTS

1.1 Inspection of Premises

For contract management purposes relating to the supply of perishable and non-perishable food products, the Department reserves the right, upon reasonable notice, to conduct inspections of the supplier's premises, storage facilities and transport vehicles. Such inspections may be conducted to verify and monitor compliance with all applicable food safety, health, hygiene, quality assurance, storage, transportation and legislative requirements.

The Department further reserves the right to verify the accuracy and validity of information and documentation submitted by the bidder and to assess the supplier's ongoing capacity and capability to fulfil the contractual requirements. The supplier shall provide the Department and its authorised representatives with reasonable access and cooperation during such inspections and verification processes.

1.2 Certificates

The bidder must submit, together with its bid, a valid Certificate of Acceptability issued by a duly authorised Health Inspector confirming that the bidder's premises comply with all applicable health, safety, hygiene, and legislative requirements.

Where goods are sourced from a third-party supplier, a valid Certificate of Acceptability for the third-party supplier's premises must likewise be submitted.

Where products are stored at the bidder's premises before delivery, the bidder must provide proof that the storage facilities comply with all applicable health, safety, and hygiene requirements.

Failure to submit the required certificates and supporting documentation may result in the bid being deemed non-responsive.

1.3 Transport Requirements

The supplier shall ensure that all vehicles used to transport goods are clean, enclosed, fit for purpose, and compliant with all applicable health and safety requirements. The Department may request proof of compliance at any stage during the contract.

Perishable and non-perishable products shall be transported in accordance with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), and any applicable regulations.

Bidders must provide proof that vehicles used for the transportation of food products comply with applicable health, food safety, and transport requirements, including the maintenance of temperatures appropriate to the products being transported. The Department reserves the right to verify compliance through inspection of the bidder's premises and transport facilities during the evaluation process.

2. DELIVERY REQUIREMENTS

2.1 Delivery Location and Schedule

Unless otherwise specified in the Service Level Agreement (SLA), all products shall be delivered to the designated delivery point at Elsenburg Hostel.

Deliveries shall be made on the dates and within the timeframes specified by the Purchaser's Representative.

Goods	Delivery Days	Delivery Times
Bread	Monday to Sunday, including public holidays, as ordered	06:00 - 14:00
Milk	Monday to Sunday, including public holidays, as ordered	06:00 - 14:00
Meat, processed meat products, poultry products and frozen vegetables	On request	06:00 - 14:00
All other provisions	On request	06:00 - 14:00

2.2 Delivery Documentation

Every delivery shall be accompanied by an original delivery note containing:

- Purchase order number;
- Supplier name;
- Delivery date;
- Product description;
- Quantity supplied;

- Unit of measure;
- Batch number, where applicable;
- Production or packing date, where applicable; and
- Expiry date or best-before date.

A Proof of Delivery (POD), signed by the authorised recipient, shall be provided for every delivery.

2.3 Acceptance of Deliveries

Deliveries shall only be regarded as complete once inspected and accepted by an authorised representative of the Department.

The Department reserves the right to reject any delivery that does not comply with approved specifications, quantities, quality standards, packaging requirements, shelf-life requirements, or delivery conditions.

2.4 Off-loading

The supplier shall provide all personnel, equipment, and resources required to off-load goods at the delivery point. Departmental staff and equipment shall not be used for this purpose.

3. PRODUCT QUALITY, PACKAGING AND COMPLIANCE

3.1 General Product Compliance

All products supplied under this contract must fully comply with the specifications, quality standards, and all applicable legislative and regulatory requirements as set out in the bid and contract documentation.

Where specific brand names are referenced, bidders may offer an equivalent or comparable product of equal or superior quality and functionality, subject to the Department's evaluation and approval.

Suppliers must clearly indicate the brand name and manufacturer of all quoted products when submitting their quotations. No substitution of products, brands, manufacturers, or specifications shall be permitted without the Department's prior written approval after the official order has been issued. Any proposed changes must be submitted in writing and may only be implemented once formal approval has been obtained from the Department.

3.2 Product Inspection

The Department reserves the right to inspect and evaluate products upon delivery to verify compliance with:

- Product specifications;
- Quality standards;
- Quantities ordered;
- Packaging requirements;
- Brand and manufacturer specifications;
- Shelf life and expiry dates;
- Weight and size requirements; and
- Overall product condition.

Spot checks may be conducted at any time during the contract period.

3.3 Packaging and Labelling

All products shall be properly packaged, labelled, and protected against contamination or damage during transportation and storage.

Packaging shall:

- Comply with applicable standards and specifications;
- Accurately reflect the contents of the package;
- Display all required product information;
- Contain clearly marked expiry or best-before dates where applicable; and
- Comply with applicable SANAS and regulatory requirements.

Products delivered in damaged, contaminated, improperly labelled, or defective packaging will be rejected.

Dented cans will not be accepted.

3.4 Shelf life Requirements

Unless otherwise approved by the Department, all products carrying expiry dates shall have a minimum remaining shelf life of sixty (60) days from the date of delivery.

3.5 Damaged Packs, Short Deliveries and Over-Supply

- Damaged packaging that may affect product quality or safety shall be rejected and returned at the supplier's expense.
- Quantities exceeding those ordered shall be collected by the supplier at its own cost.
- Short deliveries must be rectified by no later than 10:00 on the following business day.
- Only approved and ordered quantities will be accepted.

3.6 Rejection and Replacement of Products

Products that are defective, damaged, expired, contaminated, incorrectly supplied, substituted without approval, or otherwise non-compliant shall be rejected.

The supplier shall replace rejected products at its own expense within the timeframe determined by the Department.

The Department shall not be liable for any costs associated with the collection, return, replacement, or re-delivery of rejected products.

Repeated instances of non-compliance, unauthorised substitutions, or failure to maintain approved quality standards may constitute a breach of contract and may result in penalties, termination of the contract, or any other contractual remedy available to the Department.

4. SPECIAL PRODUCT REQUIREMENTS

4.1 Eggs

All eggs supplied shall comply with the grading, quality, packaging, and marking requirements prescribed under the Agricultural Product Standards Act, 1990, as amended.

4.2 Meat Products

Products supplied shall correspond to the approved pricing schedule, quality requirements, and quantities ordered. The Department reserves the right to verify quality and quantity before acceptance.

4.3 Poultry Products

All poultry supplied shall comply with the grading, quality, packaging, and marking requirements prescribed under the Agricultural Product Standards Act, 1990, as amended.

4.4 Bread

Bread supplied shall be:

- Fresh and properly baked;
- Sliced where applicable;
- Free from mould, contamination, grit, and foreign matter;
- Manufactured using ingredients normally associated with premium-quality bread; and
- Delivered not more than four (4) days prior to the best-before date.

4.5 Dairy Products

All dairy products shall comply with applicable legislation and Government Notice R2581.

Milk and dairy products must be clearly labelled and bear a legible expiry date.

4.6 Fruit and Vegetables

All fruit and vegetables shall be fresh, clean, and of good quality.

The supplier shall deliver the quantities specified by the Purchaser's Representative, subject to seasonal availability.

4.7 Non-Perishable Products

Non-perishable products shall be transported in clean, enclosed vehicles that protect products from contamination and damage during transit.

5. CONTRACT MANAGEMENT AND PERFORMANCE MONITORING

5.1 Customer Feedback System

The Successful bidder(s) shall maintain a complaints and compliments management system, whether manual or electronic, and make related information available to the Department upon request.

5.2 Performance Monitoring

The Successful bidder(s) shall meet all service delivery requirements contained in the Terms of Reference (ToR), SLA, and contract documentation.

The Department may conduct monthly or quarterly performance review meetings with the supplier(s), Contract Manager, and Supply Chain Management officials if the need arises.

5.3 Quality Assurance

The Department reserves the right to conduct random inspections and quality assurance assessments throughout the contract period.

5.4 Non-performance

Where products or services fail to meet the required standards, specifications, or contractual obligations, the Department may require corrective action, reject products, impose penalties, or terminate the contract in accordance with the contract conditions and applicable legislation.

5.5 Contractual Penalties

Penalties may be imposed in accordance with Section 22 of the General Conditions of Contract (GCC), the SLA, and other contract provisions where service failures are not adequately remedied.

Non-Compliance	Penalty
Late delivery	R1 000
Failure to deliver	R5 000
Unhygienic packaging, premises or delivery environment	R5 000
Poor product quality	R5 000
Delivery vehicles not complying with applicable regulations	R5 000

6. GENERAL

The Department reserves the right to accept or reject any bid, proposal, or separable portion thereof, technical defects, or omissions where it is considered to be in the best interests of the Department.

WESTERN CAPE DEPARTMENT OF AGRICULTURE: PROGRAMME: AGRICULTURAL EDUCATION AND TRAINING
ELSENBURG AGRICULTURAL TRAINING INSTITUTE, HOSTEL
01 January 2027 until 31 December 2027

PROVISION, DELIVERY AND PACKING OF PERISHABLE AND NON PERISHABLE PRODUCTS

NAME OF BIDDER:

CONTACT PERSON:

ADRESS:

TELEPHONE NUMBER:

FAX NUMBER:

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
1. FRESH MEAT		No imported product will be considered (only local brands) and brands must be specified. The product delivered shall comply with the specifications for the various grades of meat, as set out in Government notice R.2120 of 20 September 1985, as amended. Packaging as per specified weight with the packing date specified. Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes. No products will be accepted that has been removed from original packaging, altered in any way and then repacked. Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for.		
	BEEF, HIND QUARTER, CUT-UPS; CLASS B2/3	Top side: Tenderised steak Packaging as per specified weight (5kg) vacuum packed, Not thinner than 15mm and thicker than 18mm , Weight 140g piece (not frozen). Steak should be fresh (not frozen)delivered fresh.	kg	1500
		Steak minced beef Packaging as per specified weight (5kg) vacuum packed (not frozen). Beef mince should be fresh, lean beef, minimum sinews. The meat used in the preparation of minced meat shall be the fresh, untainted and healthy muscle fiber and fat not more than 10%, beef only. No liver may be added. No matured meat may be used.	kg	2500
	MUTTON, CUT-UPS, CLASS B 1	Whole deboned leg of mutton Packaging as per specified weight (+/-2.5kg) vacuum packed (not frozen).	kg	300
		Stewing mutton Pieces not smaller than 50 mm and not bigger than 50mm; not less than 80% meat, not more than 5% fat and not more than 15 % bone in 5kg vacuumed packed (not frozen).	kg	2000
	MUTTON CHOPS, CLASS B2/3	Chops (Mutton) Not thinner than 15 mm and not thicker that 18mm , Weight 140g per chop. Chops should be fresh, packed in layers of 5kg vacumed packed with the packing date specified (not frozen).	kg	2000
	PORK, CUT-UPS, CLASS O	Chops (Loin pork) Packaging as per specified weight (5kg) pack, 50 x 100g with the packing date specified.Not thinner than 15mm and thicker than 18mm , Weight 180g per chop. with a 5-6 mm fat strip. Chops should be fresh (not frozen) and packed in layers.	kg	2000

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
	MISCELLANEOUS FRESH MEAT PRODUCTS	Boerewors sausage (thick) Packaging as per specified weight (5kg) pack, 50 x 100g pieces with the packing date specified. Boerewors should be fresh (not frozen) and portioned in natural casings only. Boerewors should consist of 2 parts lean beef meat and 1 part fat; the total meat content should not be less than 75%. Cereal and starch products should not be more than 6% and salt not more than 1.5%. Standard herbs, spices, vinegar, harmless flavorings and permitted food additives must be used. No soya, offal (except for the boerewors casing) and mechanically deboned meat.	Pack (5kg)	400
		Beef patties Patties should be at least 100g per patty (not frozen) . Meat should be not less than 80%, Water 10% and not more than 10%, no pork. Patties should be fresh (not frozen), layered and pack in 5kg packs.	Pack (5kg)	200
		Ham and Tongue Meat should be not less than 80%, water 10% and not be more than 10% fat, (Sliced 3mm in diameter). Packaging should be 1kg vacuum packed. Polony should be fresh (not frozen).	Bag (1kg)	60
		Cooked ham Meat should be not less than 80%, water 10% and not be more than 10% fat, (Sliced 3mm in diameter). Packaging should be 1kg vacuum packed. Polony should be fresh (not frozen).	Bag (1kg)	60
		Footlong deli cheese grillers - SIMILIAR OR EQUAL TO ESKORT Should be fresh (not frozen) and packed in layers. Packaging should be 1kg (65g per griller) vacuum packed. Ingredients: Pork, Water, Cheese (9% Cheddar cheese, Water, Vegetable fat, Milk solids, Stabilizer, Starch, Salt, Flavouring).	Pack (1kg)	800
		Footlong russians - SIMILIAR OR EQUAL TO ESKORT Should be fresh (not frozen) and packed in layers. Packaging should be 1kg (65g per russian) vacuum packed. Ingredients: Pork, Water, Cheese (9% Milk, Rennet, Cheese culture, Chilli flakes, Colourant, Calcium chloride, Sodium nitrate, Salt, Water), Beef, Mechanically deboned chicken, Vegetable protein (Soya), Starch, Salt, Brown sugar, Phosphates, Cereal, MSG, Spices, Sodium ascorbate, Sodium erythorbate, Spice extracts, HVP.	Pack (1kg)	800
		Smoked viennas - SIMILIAR OR EQUAL TO ESKORT Should be fresh (not frozen) and packed in layers. Packaging should be 1kg (65g per vienna) vacuum packed. Ingredients: Meat (Pork, Mechanically deboned chicken), Water, Vegetable protein (Soya), Starch, Salt, Dextrose, Phosphates (E450, E451), Brown sugar, Maltodextrin, MSG (Flavour enhancer, E621), Spices, Spices extracts, Acids (E262), Hydrolysed vegetable protein, Flavourings, Sodium erythorbate (E316), Colourant (E150), Preservatives (Sodium nitrite E250 and Sodium nitrate E251).	Pack (1kg)	800
		Chicken viennas - SIMILIAR OR EQUAL TO ESKORT Should be fresh (not frozen) and packed in layers. Packaging should be 1kg (65g per vienna) vacuum packed. Ingredients: Chicken (64%), Water, Tapioca starch, Salt, Flavoring, MSG (Flavor enhancer, E621), Sodium, Garlic, Spice extracts.	Pack (1kg)	160

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Chicken Polony - SIMILIAR OR EQUAL TO ESKORT Ready-to-eat chicken polony (not frozen), pre-sliced, packed in 1 kg vacuum-sealed packs, suitable for catering use. Product to be fully cooked, refrigerated, and compliant with all applicable South African food safety regulations.Composition: Manufactured primarily from chicken meat.	Pack (1kg)	300
		Streaky bacon - SIMILIAR OR EQUAL TO ESKORT 1 kg packets, should be fresh (not frozen) and vacuum pack. Naturally wood smoked, offering a rich, smoky taste.	Pack (1kg)	700
		Shoulder bacon - SIMILIAR OR EQUAL TO ESKORT 1 kg packets, should be fresh (not frozen) and vacuum pack. Naturally wood smoked, offering a rich, smoky taste.	Pack (1kg)	700
		Chicken fillet (Deboned breast) - SIMILIAR OR EQUAL TO RAINBOW/ COUNTY FAIR Packaging in 10 kg box (120 -150g portions), layered with plastic. Chicken fillets should be frozen, deboned, skinned, trimmed and cleaned. . Chicken (87%), Brine Based mixture 13% [(Water 12.4%, Salt, Sodium Citrate (E331), Citric Acid (E330), Dextrose, Thickeners, Flavouring (Salt, Maltodextrin (Wheat [gluten],Potato), Flavour Enhancers E627 & E631, Emulsifier, E340), Flavour Enhancers: Sodium Inosinate (E631) & Sodium Guanylate (E627), Spice Extracts (onion, garlic and maize)].	Box (10kg)	100
		Chicken crumbed schitzel - SIMILIAR OR EQUAL TO SOVEREIGN Packaging in 10 kg box (120-130g portions), layered with plastic. Chicken fillets should be frozen, deboned, skinned, trimmed and cleaned. Chicken (58%), Crumb Coating (10.9%) (Wheat Flour (gluten), yeast, vegetable oil (sunflower seed), salt, wheat gluten, improving agent (E300, gluten)), Batter (10.7%) (Water, Wheat Flour (Gluten), Cereal Binder (Maize and Wheat), Starch, Modified Maize Starch, Vegetable Protein (Soya), Salt, Stabilisers [(E415), (E466), (E460)], Thickener), Brine (15.9%) (Water, Salt, Phosphates [(E451), (E450)], Sugars, Stabilisers [(E407a), (E415)], Thickener (E460), Modified Starches [(E1422), (E1414)], Starch, Flavourings [(E631), (E627)], Flavour Enhancers [(E627, (E631)], Vegetable oil (3%) (sunflower seed, TBHQ).	Box (6kg)	180
		Drumsticks - SIMILIAR OR EQUAL TO RAINBOW OR COUNTYFAIR Packaging in 10kg box (150 – 180g portions). Chicken drumsticks should be frozen, on the bone, trimmed and cleaned. Chicken (80%), Brine [20% (of which water 19%), Salt, Sodium Citrate, Citric acid, Dextrose, Thickeners, Flavouring wheat (gluten<5.0ppm), Flavour Enhancers, Spice Extracts (onion, garlic and maize)].	Box (10kg)	200
		Thighs - SIMILIAR OR EQUAL TO RAINBOW OR COUNTYFAIR Packaging in 10kg box (180g – 210g portions). Chicken thighs should be frozen, on the bone, trimmed and cleaned. Chicken (80%), Brine [20% (of which water 19%), Salt, Sodium Citrate, Citric acid, Dextrose, Thickeners, Flavouring wheat (gluten<5.0ppm), Flavour Enhancers, Spice Extracts (onion, garlic and maize)].	Box (10kg)	300
		Hake fillets - SIMILIAR OR EQUAL TO I & J Packaging in 5kg box (113-170g - (size 4-6) portions. Fish portions must be single wrapped portions, packed in layers. Fillets should be frozen, skinless and boneless. No imported product will be considered (only local brands) and brands must be specified, with the packing date specified.	Box (5kg)	180

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Crumbed hake portions (fillets) - SIMILIAR OR EQUAL TO BRECO SEAFOODS Packaging in 9kg box (160g portions). Fish portions must be single wrapped portions, packed in layers. Fillets should be frozen, skinless and boneless (frozen).	Box (9kg)	80
		Snoek portions Packaging in 10kg box (180-220g portions). Fish portions must be single wrapped portions, packed in layers and portions should be frozen.	Box (10kg)	120
		Haddock Packaging in 5kg box (2/4 size portions). Fish portions must be individually wrapped portions, packed in layers. Fillets should be frozen, skinless and boneless.	Box (5kg)	40
		Eggs Packaging in trays of 30 eggs, trays sealed with plastic, with the packing date specified. Large, Grade 1 – weighing over 51g, but not more than 61g each. Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for. Comply with following requirements: • Eggs shall be clean and have sound shells and regular and strong form. • Yolks may be slightly visible, yet not spotted, of good colours and not flat or enlarged. • Egg whites shall be bright and very firm. • Eggs shall be free from blood, blood spots, meat spots, blood rings, absorbed odors, any sign of embryo development, mould, mustiness or foreign flavors.	Tray of 30 eggs	3000
		Chicken Patties (crumbed) - SIMILIAR OR EQUAL TO SOVEREIGN Patties should be at least 60x100g per patty .Layerd pack in 6kg packs with the packing date specified (frozen). Made with premium quality chicken breast meat. Patties should be frozen. Chicken (48 %), Water, Breadcrumb (Wheat flour, yeast, salt, vegetable oil (sunflower seed), improving agent (E300), Maize, Stabiliser (potato/tapioca, dietary fibre), Onion, Flavouring (herbs & spice extracts, Dextrose, Yeast extract, dehydrated vegetable [onion], tapioca starch, anti-caking agent[E551],flavouring [maltodextrin, propylene glycol [E1520], modified starch [E1450], anti-oxidant: ascorbic acid [E300], flavour enhancers (E631, 627], acidity regulator [E339]), Palm oil (anti-oxidant: TBHQ).	Pack (6kg)	160
		Vegetarian Patties - Traditional Burger Vegetarian Patties should be at least 40 x 80gr per patty . Patties should be frozen layerd and pack in 3.2 kg packs with the packing date specified.Patties should be frozen. No imported product will be considered (only local brands) and brands must be specified.Meat Free/100% Plant Based Traditional Burgers seasoned with an array of authentic burger spices and sautéed onion. Suitable for: - Vegan - Vegetarian - Flexitarian (E) Vegetable protein (16 %) [Soya · Wheat (Gluten)] · Vegetable oil (Sunflower seed) · Potato starch · Maize starch · Wheat fibre · Flavouring · Wheat flour (Gluten) · Spices (0.8%) (Sulphites) · Sea salt · Thickener (Cellulose extract) · Onion (0.4%) · Mustard powder · Colour (Caramel IV). Gluten (Cereals containing Wheat, Rye, Barley, Oats & Spelt) Contains Soybean and Soybean Products	Pack (3.2kg)	40

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Lamb rib portion, suitable for rib burger (marinated) Rib portion - 120g, 80% lamb - deboned, portions layered frozen and pack in 3kg packs (25 per box) with the packing date specified.	Pack 3kg)	100
		Goulash Packaging in 5kg bags. – size of beef cubes (boneless) AB grade- 3cmx3cmx3cm, not frozen, lean beef, minimum sinews.	Bag (5kg)	60
		Vegetarian sausages (similar to Fry's products) Packaging in 1kg. Plant-based vegetarian sausages, suitable for catering and institutional food service.Made primarily from vegetables, grains, soya protein, pea protein, or a combination thereof (frozen).	Pack (1kg)	40
2. DAIRY PRODUCTS		Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for. The company, products and production date, as well as the best before date shall be visible on the packaging for storage and rotation purposes. The product shall remain fresh until at least the expiry date printed on the sachet. Delivered fresh and in original packaging		
		Full cream milk per litre Packaging in 1L sachets, full cream free from leakage.	Sachet (1L)	12000
		Cheddar cheese Cheese Estimated Quantities 2.5kg loaves (vacuum packed).	Loaves (2,5kg)	400
		White cheddar cheese Cheese Estimated Quantities 2.5kg loaves (vacuum packed).	Loaves (2,5kg)	200
		FETA cheese per kg Drained nett mass:4 kg Total nett mass: 5.6kg. Be packed in industry acceptable packaging.	Bucket (5,6kg)	40
		Fresh cream Packaging in 1 litre container.	Bottle (1L)	40
		Yoghurt fullcream- assorted Packaging in 100g tub.	Tub (100g)	4000
		Buttermilk Packaging in 1 litre bottle.	Bottle (L)	50
		Margarine blocks 500g original margarine - SIMILIAR OR EQUAL AS SUNSHINE D ORIGINAL Vegetable fats & oils 80% (palm fruit, palm seed, sunflowerseed oil, interesterified fat (palm fruit, palm seed, water 16,7% max, salt, milk solids, vitamins A,D & E.	Block (500g)	1200
		Margarine portions 8g - original margarine - SIMILIAR OR EQUAL AS SUNSHINE D ORIGINAL Vegetable fats & oils 80% (palm fruit, palm seed, sunflowerseed oil, interesterified fat (palm fruit, palm seed, water 16,7% max, salt, milk solids, vitamins A,D & E, tub.	Tub (8g)	30000
		Ice cream (full cream - assorted flavours) 5 litre full cream ice cream.	Container (5L)	200
3. BREAD & CONFECTIONERY		Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for. The company, products nutritional information and the best before date shall be visible on the packaging for storage and rotation purposes. The product shall remain fresh until at least the expiry date printed on the plastic bag. No products will be accepted that has been removed from original packaging, altered in any way and then repacked.		

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Brown bread 700g packed in plastic bags. All bread shall be fresh, well made, properly baked, clean and free from ropiness and grit. Simmiliar or equil to Sasko Br.Brown:STD/Swch:700g:SlBg:Sasko 34013.	Loaf	7000
		White bread 700g packed in plastic bags. All bread shall be fresh, well made, properly baked, clean and free from ropiness and grit. Simmiliar or equil to SaskoBr.White:STD/Swch:700g:SlBg:Sasko 34022.T	Loaf	5000
		Salie bread 800g packed in plastic bags.All bread shall be fresh, well made, properly baked, clean and free from ropiness and grit. Simmiliar or equil to SaskoBr.BrownWW:SQ/Swch:800g:SlBg:Sasko 34015.	Loaf	100
		Bread buns, Hot dog rolls Package 6 per plastic bag, best before date on package. Simmiliar or equil to SaskoRoll:Regular:Plain:1x6:Sl:Sasko 34039.	Dozen	1000
		Bread buns, Hamburger Package 6 per plastic bag, best before date on package.Simmiliar or equil to SaskoBun:Regular:Plain:1x6:Sl:Sasko 34032.	Dozen	1000
		Pizza basses Pizza base with tomato sauce, 20cm . Contain only such ingredients as are normally used to bake pizza basses of the highest quality of a particular type.	Each	3000
		Wraps 20cm wraps. Contain only such ingredients as are normally used to bake wraps of the highest quality of a particular type.	Each	3000
		Heat & eat Rooti's 20cm rooti's - white side plate rooti's. Contain only such ingredients as are normally used to bake rooti's of the highest quality of a particular type.	Each	2000
		PIE UNBAKED PRIME STEAK – FROZEN - SIMILIAR OR EQUAL TO MR PIEMAN Size: 36X195GR UOM: CASE - Wheat Flour Triticum vulgare (Gluten), Pastry Margarine [Vegetable Fat (Palm Fruit), Water, Salt, Emulsifiers (Soya)(E322, E471), Flavouring], Water, Beef (16%), Onions, Brine Base Mixture {Water, Salt, Acidity Regulators [Sodium Bicarbonate (E500)], Gelling Agents (Modified Maize Starch, Gelling Agent (E407a)], Phosphates (E540, E450, E450iii), Wheat Fibre, Flavourings [Hydrolysed Vegetable Protein (Soya)], Yeast Extract, Antioxidant [SodiumErythorbate (E316)], Flavour Enhancers (E627,E631)}, Tomato Pulp [Tomatoes, Citric Acid (E330)], Beef Stock[Maltodextrin, Salt, Onion and Garlic Powder, Flavouring (Soya), Yeast Extract, Spices(Irradiated), Flavour Enhancers(E631, E627), Anti-caking Agent (E551), Colourant (E150a), Herbs], Thickener (E1442 [Preservative (Sulphur Dioxide(E220))], Salt, Rusk Flour [Maize, Rice, Raising Agent (E500), Phosphates (E471, E450/E451/E452i), CalciumCarbonate (E170), Salt], Yeast Extract (Hydrolysed Vegetable Protein (Soya), Maltodextrin, Flavourings), Sugar,Vinegar [Preservative (Sulphur Dioxide (E220))], Vegetable Oil [Sunflower Seed, Antioxidant (TBHQ E319), Colourant (E160a)], Spices, Milk Powder, Egg, Colourant (E150d), Garlic Allergens: Wheat, Gluten, Soya, Cow's Milk and Egg . Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes.	Each	2000

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		PIE UNBAKED MUTTON CURRY – FROZEN - SIMILIAR OR EQUAL TO MR PIEMAN Size: 36X195GR UOM: CASE Wheat Flour Triticum vulgare (Gluten), Mutton (21%), Pastry Margarine [Vegetable Fat (Palm Fruit), Water, Salt, Emulsifiers (Soya) (E322, E471), Flavouring], Water, Onions, Potatoes, Tomato Pulp [Tomatoes, Citric Acid (E330)], Peas, Curry Powder [Spices, Herb], Vegetable Oil [Sunflower Seed, Antioxidant (TBHQ E319), Colourant (E160a)], Salt, Thickener (E1442) [Preservative (Sulphur Dioxide (E220))], Rusk Flour [Maize, Rice, Raising Agent (E500), Phosphates (E471, E451/E452), Calcium Carbonate (E170)], Sugar, Dried Orange Pulp, Herbs, Garlic, Milk Powder, Egg Allergens: Wheat, Gluten, Soya, Cow's Milk and Egg . Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes.	Each	2000
		PIE UNBAKED CHICKEN & MUSHROOM – FROZEN - SMILIAR OR EQUAL TO MR PIEMAN Size: 36X195GR UOM: CASE Wheat Flour Triticum vulgare (Gluten), Chicken (22%), Water, Pastry Margarine [Vegetable Fat (Palm Fruit), Water, Salt, Emulsifiers (Soya) (E322, E471), Flavouring], Mushroom (6%), Onions, Reconstituted Dried Skimmed Milk, Fresh Cream / Imitation Cream [Buttermilk, Hydrogenated Vegetable Fat (Palm Kernel), Cream, Buttermilk Powder, Emulsifiers (E472b, E475, E435, E471, E433), Stabilisers (E410, E407), Salt, Colourant (E160b)], Flavouring [Salt, Stock (Maize, Wheat Flour (Gluten), Sugar, Dextrose, Yeast Extract, Anti-caking Agent (E551), Flavour Enhancers (E631, E627), Ammonium Chloride (E510), Acidity Regulator (E330), Herbs & Spices (Irradiated), Flavourings, Stabiliser)], Rusk Flour [Maize, Rice, Raising Agent (E500), Phosphates (E471, E451/E452), Calcium Carbonate (E170)], Thickener (E1442 [Preservative (Sulphur Dioxide (E220))]), Salt, Sugar, Garlic, Egg Allergens: Wheat, Gluten, Soya, Cow's Milk and Egg . Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes.	Each	2000
		PIE UNBAKED PEPPER STEAK – FROZEN - SIMILIAR OR EQUAL TO MR PIEMAN Size: 36X195GR UOM: CASE Wheat Flour Triticum vulgare (Gluten), Pastry Margarine [Vegetable Fat (Palm Fruit), Water, Salt, Emulsifiers (Soya) (E322, E471), Flavouring], Water, Beef (17%), Brine Base Mixture {Water, Salt, Acidity Regulator [Sodium Bicarbonate (E500)], Gelling Agents [Modified Maize Starch, Carrageenan (E407a)], MSG [Flavour Enhancer (E621)], Phosphates (E450), Wheat Fibre, Flavourants, Hydrolysed Vegetable Protein (Soya), Antioxidant [Sodium Erythorbate (E316)]}, Onions, Thickener (E1442 [Preservative (Sulphur Dioxide (E220))]), Fresh Cream / Imitation Cream [Buttermilk, Hydrogenated Vegetable Fat (Palm Kernel), Cream, Buttermilk Powder, Emulsifiers (E472b, E475, E435, E471, E433), Stabilisers (E410, E407), Salt, Colourant (E160b)], Flavouring [Maltodextrin, Spices (Irradiated), Salt, Phosphates, Yeast Extract, Onion and Garlic Powder, Colourant (E150a), Anti-caking Agent (E551), Flavour Enhancers (E631, E627), Herbs (Irradiated)], Rusk Flour [Maize, Rice, Raising Agent (E500), Phosphates (E471, E450/E451/E452i), Calcium Carbonate (E170), Salt], Sugar, Salt, Vegetable Oil [Sunflower Seed, Antioxidant (TBHQ E319), Colourant (E160a)], Vinegar [Preservative (Sulphur dioxide (E220))], Milk Powder, Egg, Colourant (E150d). Allergens: Wheat, Gluten, Soya, Cow's Milk and Egg . Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes.	Each	2000

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		PIE UNBAKED SAUSAGE ROLL – FROZEN - SIMILIAR OR EQUAL AS MR PIEMAN Size: 48S UOM: CASE - Water, Wheat Flour Triticum vulgare (Gluten), Pastry Margarine [Vegetable Fat (Palm Fruit), Water, Salt, Emulsifiers (Soya) (E322, E471), Flavouring], Beef (18%), Chicken (12%), Rusk [Maize, Rice, Raising Agent (E500), Phosphates (E471, E450/E451/E452i), Calcium Carbonate (E170), Colourants (E155, E172i, E150d)], Flavouring [Salt (Iodated), Maize, Flavourings, MSG (Flavour Enhancer(E621)), Sugar, Emulsifiers (E451), Vegetable Powder (Onion), Yeast Extract, Vegetable Oil (Sunflower seed with TBHQ (E319), Garlic), Spices (Irradiated) (Pimento, Fennel, Pepper), Free Flow Agent (E551), Thickener (E415), Flavour Enhancer (E631 & E627)], Potato Starch [Preservative (Sulphur Dioxide E220)], Vegetable Oil [Sunflower Seed, Antioxidant (TBHQ E319), Colourant (E160a)], Salt, Sugar, Maize Binder, Phosphates (E451, E450), Colourant (E150d), Milk Powder, Egg.Allergens: Wheat, Gluten, Soya, Cow's Milk and Egg .Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes.	Each	2000
		Frozen puff pastry - SIMILIAR OR EQUAL TO CAB FOOD PRODUCT Packaging in 1 kg wrapping. Flour, water, pastry fat (palm kernel/palm fruit), emulsifier, preservatives (sodium benzoate/potassium sorbate), BHA, salt, cream of tartar, flour improver.	Roll (1kg)	100
		Pita bread 14cm white pita bread. Contain only such ingredients as are normally used to bake pita bread of the highest quality of a particular type.The company, products nutritional information and the best before date shall be visible on the packaging for storage and rotation purposes. The product shall remain fresh until at least the expiry date printed on the plastic bag.	Each	2000
4. FROZEN VEGETABLES		Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes. No products will be accepted that has been removed from original packaging, altered in any way and then repacked. Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for.Vegetables free from damage caused by disease or insects, bruises, cuts or foreign matter.		
		Potato chips - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet, 12mm straight cut chips. No preservatives.	Box (10kg)	280
		Sweet potato chips - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet, 12mm chips. No preservatives.	Box (10kg)	140
		Carrots (rounded) SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. No preservatives.	Box (10kg)	120
		Carrots (baby) - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. No preservatives.	Box (10kg)	80
		Peas - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Peas shall be firm, bright green. No preservatives.	Box (10kg)	80
		Green Beans (cut) - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Green beans, short cut shall be firm, bright green. No preservatives.	Box (10kg)	120

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Cauliflower - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Cauliflower should be firm. No preservatives.	Box (10kg)	80
		Broccoli - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Broccoli shall be firm, and have bright green. No preservatives.	Box (10kg)	120
		Mixed vegetables - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Vegetables shall be firm, bright, and have regular shape and color to specific vegetable. No preservatives.	Box (10kg)	90
		Country crop - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Vegetables shall be firm, bright, and have regular shape and color to specific vegetable. No preservatives.	Box (10g)	150
		Corn - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Vegetables shall be firm, bright, and have regular shape and color to specific vegetable. No preservatives.	Box (10kg)	70
		Spinach - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Spinach shall be firm, bright, and have regular shape and color to specific vegetable. No preservatives.	Box (10kg)	20
		Hawaiin - SIMILIAR OR EQUAL TO NATURE'S GARDEN - CHOICE GRADE, UNCOOKED Packaged 1kg packet. Vegetables shall be firm, bright, and have regular shape and color to specific vegetable. No preservatives.	Box (10kg)	100
5. GROCERIES/ NON PERISHABLE GOODS		Specifications to be read in conjunction with Foodstuffs, Cosmetics and Disinfectant Act, 1972(Act no 54 of 1972): This Acts addresses the manufacture, sale and importation of food stuff. Authorised local authorities (EHP at municipalities) enforce it in their areas of jurisdiction. Food import control is conducted by Port Health Services (EHP's of the PrAll products shall comply with the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), the National Health Act, 2003 (Act No. 61 of 2003), including Regulation R918 relating to the hygienic handling of food and inspection of food premises, SANS 10049:2011 (Code of Good Practice for Food Hygiene Management), and all other applicable South African food safety legislation and regulations. Only locally manufactured products will be accepted. Suppliers must specify the brand offered, and only the approved brands submitted with the quotation will be accepted. Products must be delivered in their original, sealed manufacturer's packaging in hygienic condition. Products that have been repacked, altered, damaged, dented, broken, or are not in their original packaging will not be accepted. No grocery item will be accepted which expires within 6 months of the delivery date. The best-before date must be clearly visible on all packaging to facilitate stock control and rotation. Quantities delivered may not exceed the quantities ordered. Any excess quantities delivered will not be accepted or paid for.		
		Oil 20L - SIMILIAR OR EQUAL TO SUNFOIL PLATINUM OIL PURE SUNFLOWER A triple refined, 100% pure sunflower oil, extracted from the sunflower seed. A fully refined, degummed, bleached, winterised and deodorised product. Fortified with approved antioxidant and anti-foaming agents. Packaging in 20liter containers, free from leakage.	Container (20 litre)	200
		Cooking spray - SIMILIAR OR EQUAL TO COOK AND BAKE Ensures stick-free cooking and baking.Propellant, Vegetable Oil (Sunflower Seed) Antioxidant TBHQ (E319), Lecithin (Soya), Flavouring	Tin (500ml)	50

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		White refined sugar - SIMILIAR OR EQUAL TO HULETTS Packaging in 25kg bag. Pure cane sugar, white	Bag (25kg)	120
		Brown sugar - SIMILIAR OR EQUAL TO HULETTS Packaging in 10kg bag. Unrefined cane sugar.	Bag (10kg)	60
		Parboiled, long grain white rice - SIMILIAR OR EQUAL TO SPEKKO Packaging in 10kg bag. Long grain parboiled white rice	Bag (10kg)	240
		Flour (CAKE) - EQUAL OR SIMILAR AS GOLDEN CLOUD Packaging in 12,5 kg bag. Cake wheat flour	Bag (12,5kg)	100
		Dried split green peas - SIMILIAR OR EQUAL TO IMBO Packaging in 500g bag. Dried green split peas. No soaking needed.	Bag (500g)	200
		Lentils - SIMILIAR OR EQUAL TO AS IMBO Packaging in 500g.	Bag (500g)	200
		Soup mix - SIMILIAR OR EQUAL TO IMBO Packaging in 500g.	Bag (500g)	150
		Speckled beans - SIMILIAR OR EQUAL TO LION Packaging in 500g bag. Grade 2 , read speckled beans.	Bag (500g)	100
		SAMP - SIMILIAR OR EQUAL TO IWISA Packaging 10kg plastic bag. Maize samp.	Bag (10kg)	40
		Mayonaise - SIMILIAR OR EQUAL TO NOLA Packaging 20kg container. Ingrediensts - vegetable oi, sunflower seed, water, vineyar, sugarstabiliser,mustard, flavouring, colourantspreservatives: potassium sortate, sorbix acid, antioxidant. Allegents: Contains eggs, suitable for ovo-vegetarians.	Container (20kg)	80
		Grainflakes - SIMILIAR OR EQUAL TO KELLOGGS CORN FLAKES Packaging 1kg box. Quality grains, and fortified with essential vitamins.	Box (1kg)	300
		Wholegrain wheat biscuits - SIMILIAR OR EQUAL TO WEETBIX - BOKOMO Packaging in 900g box. Contains 97% wholegrain, barley malt extrat, sugar and essential vitamins.	Box (900g)	300
		Maize Meal - SIMILIAR OR EQUAL TO SPEKKO Packaging in 10kg bag. Milled white maize enriched with added minerals, vitamins, including electrolytic iron, zinc oxide, sodium and vitamins.	Bag (10kg)	60
		Oats - SIMILIAR OR EQUAL TO JUNGLE OATS Packaging in 10kg bag. 100% wholegrain rolled oats, sodium free.	Bag (10kg)	25
		Tastee wheat - SIMILIAR OR EQUAL TO JUNGLE Packaging in 1kg box. Wheat semolina (wheat, gluten)	Box (1kg)	120
		Muesli (assorted) - SIMILIAR OR EQUAL TO MORNING MILLS Packaging 1,5kg. Oats (Gluten), Water, Vegetable Oil (Palm Fruit), Brown Sugar, Golden Syrup (Refined Sugar, Salt, Caramel Colourant), Rolled Wheat (Gluten), Oat Flour (Gluten), Raisins (2%) (Vegetable Oil (Sunflower Seed), Preservative (Sulphur Dioxide)), Corn Flakes* (1.2%) (Corn*, Sugar, Salt), Sunflower Seeds (0.8%).	Bag (1,5kg)	120

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Salad dressing - SIMILIAR OR EQUAL TO KNORR Packaging 340ml plastic bottle. Water, sunflower oil or vegetable oil base, vinegar, sugar. Variants include creamy italian, creamy honey 7 mustard, greek viniagrette.	Bottle (340ml)	80
		Black tea - EQUAL OR SIMILIAR AS FIVE ROSES Packaging in 500g (200 tagless tea bags) per box, infusion-grade, chlorine free wood pulp and cellulose fiber.	Box (500g)	160
		Rooibos tea - SIMILIAR OR EQUAL TO FRESHPAK Packaging in 400g (160 bags) per box. Rooibos (Aspalathus linearis).	Box (400g)	120
		Granulated coffee - instant Coffee & Chicory blend - EQUAL OR SIMILIAR AS NESCAFE RICOFFY Packaging in 750g tin. Chirory and coffee mixture, coffee, glucose syrup.	Tin (750g)	300
		Essence (vanilla flavour) - SIMILIAR OR EQUAL TO MOIR'S Packaging 1 litre bottle. Water, extra neutral ethanol, flavouring and colourants.	Bottle (1L)	20
		Traditional sandwich spread - SIMILIAR OR EQUAL TO NOLA Packaging 270g plastic jar. Water, vegetable oil (sunflower seed with antioxidant), rehydrated vegetables (onions, beans, carrots), vinegar and sugar.	Jar (270g)	400
		Marmite Spread, vegetable extract Packaging 250g glass jar. Smooth yeast extract spread, 100% vegetarian.	Jar (250g)	100
		Smooth peanut butter - SIMILIAR OR EQUAL TO BLACK CAT Packaging 800g plastic jar. Peanuts (91% minimum), cane sugar, stabiliser(E471) and non-iodized salt.	Jar (800g)	300
		Jelly, assorted flavours Packaging in 1kg packet. Assorted sugar jelly powder flavor.	Packet (1kg)	80
		Sago - SIMILIAR OR EQUAL TO IMBO Packaging 500g bag. White, small round sago balls, used in puddings and pies.	Bag (500g)	60
		Canned peaches - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06kg NETT mass, 1,86kg drained mass in canned tin. Peach pieces in a light syrup.	Tin (3,06kg)	60

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Canned pineapple rings - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06kg NETT mass, 1,82 drained mass in canned tin. Pineapple pieces in a light syrup.	Tin (3,06kg)	40
		Canned fruit salad - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06kg NETT mass, 1,82kg drained mass in canned tin. Fruit salad pieces in a light syrup.	Tin (3,06kg)	80
		Canned apricot halves - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06kg NETT mass, no less than 1,83kg drained mass in canned tin. Apricot halves in a light syrup.	Tin (3,06kg)	80
		Canned pear halves - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06kg NETT mass, no less than 1,82kg drained mass in canned tin. Pear halves in a light syrup.	Tin (3,06kg)	50
		Canned pie slice apples (unsweetened) - SIMILIAR OR EQUAL TO RHODES Packaging in 2,84kg. Apples, salt, water and firming agent.	Tin (2,84kg)	20
		Canned baked beans in tomato sauce - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06 kg tins.	Tins (3,06kg)	120
		Canned corned meat - SIMILIAR OR EQUAL TO BULL BRAND Packaging in 300g tins. NO PORK.	Tin (300g)	400
		Canned grated beetroot- SIMILIAR OR EQUAL TO CATERCLASSIC Packaging in 3,06kg NETT mass 1,84 drained mass in tin. Beetroot, water, salt, sugar and acidity regulator.	Tin (3,06kg)	60
		Canned tomato puree - SIMILAR OR EQUAL AS ARO Packaging in 3kg can . Pureed tomatoes in a can.	Tin (3kg)	60
		Canned fish, canned pilchards in tomato sauce - SIMILAR OR EQUAL AS SALDANAH Packaging in 425g tin containers. Pilchard fish canned in tomato sauce.	200	150
		Canned whole peeled tomato - SIMILAR OR EQUAL AS ARO Packaging in 3kg can container. Whole peeled tomatoes in tomato sauce.	Tin (3kg)	100

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Canned sweetcorn - SIMILIAR OR EQUAL AS RHODES Packaging in 410g can container. Whole peeled tomatoes in a can.	Tin (410g)	180
		Canned butter beans in brine - SIMILAR OR EQUAL AS RHODES Packaging in 3kg tin. Butterbeans, water and salt.	Tin (3kg)	50
		Canned chick peas in brine - SIMILAR OR EQUAL AS RHODES Packaging in 420g, 250g drained mass. Chickpeas, water, salt.	Tins (410g)	80
		Tuna - SIMILIAR OR EQUAL TO LUCKY STAR Packaging in 170g tin, drained mass 120g and tuna (light meat in brine.	Tin (170g)	200
		Brown spirit vinegar - SIMILIAR OR EQUAL TO SAFARI Packaging in 750ml plastic bottle. Water, fermented spirit vinegar, colourant, and preservatives.	Bottle (750ml)	160
		Salt, table, iodated Packaging 1kg bag. Refined iodized table/sea salt for human consumption.	Bag (1kg)	220
		Medium curry powder - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 1kg film bag. Spices, maize flour, salt.	Bag (1kg)	30
		Turmeric powder - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 800g tub. 100% radurised turmeric.	Tub (800g)	20
		White pepper grounded - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 1kg. Cereal (wheat gluten), spice.	Tub (1kg)	70
		Fine cinnamon - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. Made from Cinnamon sticks that are ground into a powder with no fillers.	Bag (1kg)	20
		Cinnamon sticks - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. Cinnamon Sticks.	Bag (1kg)	8
		Breyani mix - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. INGREDIENTS: Cinnamon, Bay leaves, Cloves, Fennel, Cardamom, Star Anise.	Bag (1kg)	12
		Dried ginger - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. Dried ginger root.	Bag (1kg)	8

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Fine ginger - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. Ground Ginger.	Bag (1kg)	8
		Whole peppercorns - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. Black pepper corns.	Bag (1kg)	60
		Whole cloves - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg plastic bag. Whole Pimento.	Box (1kg)	4
		Dried mix herbs - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag.	Box (1kg)	30
		Dried parsley - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg bag. Dehydrated herbs and parsley	Box (1kg)	30
		All spice - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg plastic bag. Ground all spice.	Box (1kg)	8
		Bay leaves -SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg plastic bag, whole spices.	Box (1kg)	6
		Star aniseed - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg plastic bag. Whole anise.	Bag (1kg)	4
		Chicken spice - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 1 kg film bag. Salt, cereal (Wheat gluten), spices, sugar, dehydrated vegetable (garlic), anticaking agents.	Bag (1kg)	80
		Barbeque spice -SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 1 kg film bag. Salt, spices, maize flour, cereal (wheat gluten), flavour enhancer, sugar, dehydrated vegetable(garlic), flavouring, spice extracts, acidity regulator, colourant, vegetable oil (canola seed), anti-cake agent.	Bag (1kg)	80
		Steak & chops spice - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 1 kg film bag. Salt, spices & spiceextracy & herb, maize flour, cereal (wheat gluten), flavour enhancer, sugar, dehydrated vegetable(garlic), flavouring, spice extracts, acidity regulator, colourant, anti-cake agent.	Bag (1kg)	80
		Rice spice - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg plastic bag. Dhana dhall, turmeric powder,onion flakes, mustard seeds,whole cumin, garlic flakes.	Bag (1kg)	40
		Fish spice - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg plastic bag. Salt, Maize, Dehydrated Vegetables, Herbs, MSG, Spices, Starch, Citric Acid E330, Vegetable Oil, Vegetable extract.	Box (1kg)	40
		Meatball spice - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 1 kg film bag. Packaging 1 kg film bag. Salt, spices, maize flour, cereal (wheat gluten), flavour enhancer, sugar, dehydrated vegetable(garlic), flavouring, spice extracts, acidity regulator, colourant, vegetable oil (canola seed), anti-cake agent.	Bag (1kg)	40
		Butter chicken spice - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg film bag. Packaging 1 kg film bag. Salt, spices, maize flour, cereal (wheat gluten), flavour enhancer, sugar, dehydrated vegetable(garlic), flavouring, spice extracts, acidity regulator, colourant, vegetable oil (canola seed), anti-cake agent.	Bag (1kg)	20
		Paprika - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1 kg film bag. Grounded paprika	Box (1kg)	20
		Aromat - SIMILIAR OR EQUAL TO KNORR Salt, Maize flour (may contain genetically modified material), Flavour enhancers: monosodium glutamate (MSG), E631, E627, Yeast extract, Flavouring (contains sulphur dioxide) Hydrogenated vegetable fat (palm fruit) with antioxidant TBHQ, Radurised spices and vegetable extract, Garlic powder, Anticaking agent: E551	Box (1kg)	50

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Creamy mushroom soup powder - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1,6kg packet. Wheat Flour (Gluten), Salt, Modified Potato Starch, Potassium Chloride, Flavour Enhancers (MSG, E631, E627), Creamer (Corn Syrup Solids, Casein, Whey Powder, Stabiliser, Emulsifier, Anticaking Agent), Sugar, HVP, Vegetable Oil* (Palm Fruit), Flavouring, Mushroom* (0.3%), White Pepper, Food Acid (Malic), Celery, Caramel Colourant, *Sustainably Grown	Pack (1,6kg)	80
		Oxtail soup powder - SIMILIAR OR EQUAL TO SPICE CITY PRODUCT Packaging 1,6kg packet. Wheat Flour (Gluten), Salt, Modified Potato Starch, Colourant (E150c), Flavour Enhancers (Monosodium Glutamate, E631, E627), Flavouring, Potassium Chloride, Vegetable Oil (Palm Fruit, Antioxidant TBHQ), Tomato, Onion, Irradiated Herbs, Irradiated Spices (Celery), Beef Extract	Pack (1,6kg)	80
		Brown onion soup powder - SIMILIAR OR EQUAL TO KNORR Packaging 1,6kg packet. Corn Starch, Wheat Flour (Gluten), Salt, Potassium Chloride, Sugar, Onion* (3%), Colourants, Flavouring, Flavour Enhancers (MSG, E631, E627), Vegetable Oil* (Palm Fruit), Bay Leaves, Rosemary*, Thyme, Food Acid (Malic), Paprika Extract, *Sustainably Grown	Pack (1,6kg)	80
		Chicken cream soup powder - SIMILIAR OR EQUAL TO KNORR Packaging 1,6kg packet. Corn Starch, Wheat Flour (Gluten), Salt, Potassium Chloride, Sugar, Onion* (3%), Colourants, Flavouring, Flavour Enhancers (MSG, E631, E627), Vegetable Oil* (Palm Fruit), Bay Leaves, Rosemary*, Thyme, Food Acid (Malic), Paprika Extract, *Sustainably Grown	Pack (1,6kg)	80
		Thick vegetable soup powder - SIMILIAR OR EQUAL TO KNORR Packaging 1,6kg packet. □ Wheat Flour (Gluten), Salt, Vegetables [(6%) (Carrot, Onion, Garlic, Leek)] Modified Potato Starch, Flavour Enhancers (Monosodium Glutamate, E631, E627), Sugar, Potassium Chloride, Vegetable Oil (Palm Fruit, Antioxidant TBHQ), Flavouring, Radurised Herbs and Spices, Citric Acid, Spice Extract	Pack (1,6kg)	60
		Cheese sauce powder - SIMILIAR OR EQUAL TO KNORR Packaging 800g packet. Wheat Flour (Gluten), Cheese Powders (24%) [Maltodextrin, Cheese Solids, Flavour Enhancer, Skimmed Milk, Emulsifier], [Blue Cheese, Crescenza, Parmesan, Whey Powder], [Enzyme Modified Cheese Solids, Lactose], Modified Maize Starch, Creamer (Corn Syrup Solids, Casein, Emulsifiers), Potassium Chloride, Sugar, Salt, Sweet Whey, Vegetable Oil* (Palm Fruit), Flavouring, Flavour Enhancers (E631, E627), Food Acid (Malic), White Pepper, Paprika Extract, Turmeric Extract, Black Pepper, *Sustainably Grown	Pack (800g)	80
		Original gravy powder - SIMILAR OR EQUAL TO BISTO Packaging 2,5kg box. Corn starch, maize flour, water, caramel colour and sat.	Box (2,5kg)	4
		Condensed milk - SIMILIAR OR EQUAL TO NESTLE Packaging in 385g tin. Concentrated milk and sugar.	Tin (385g)	100
		Ideal milk - SIMILIAR OR EQUAL TO NESTLE Packaging in 410g tin. Evaporated milk - Full cream milk	Tin (410g)	130
		Caramel treat - SIMILIAR OR EQUAL TO NESTLE (assorted flavours) Packaging in 410g tin. Sugar and full cream milk.	Tin (410g)	100
		Cocoa powder SIMILIAR OR EQUAL TO CAB FOODS PRODUCT Packaging in 5kg bag.	Bag (5kg)	6

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Smooth apricot jam - SIMILIAR OR EQUAL TO RHODES Packaging in 3,06g tins, smooth apricot jam. Sugar, fruit puree (apricot and/or apple and/ pear and/or plum and gauva), water, citric acid, flavouring and colouring.	Tin (3,06kg)	20
		Apricot jam - SIMILIAR OR EQUAL TO RHODES Packaging, 15g each, 200 in a box. Cane sugar, apricots, pectin, citric acid, preservatives, antifiaming agent.	Boxes (15g)	30
		Strawberry jam - SIMILIAR OR EQUAL TO RHODES Packaging, 15g each, 200 in a box. Cane sugar, strawberries, pectin, citric acid, preservatives, antifiaming agent.	Boxes (15g)	30
		Macoroni pasta - SIMILIAR OR EQUAL TO FATTI'S AND MONI'S Packaging in 500g plastic packets. Wheat flour (wheat gluten) and vitamin B2beta carotene	Pack (500g)	500
		Spaghetti pasta - SIMILIAR OR EQUAL TO FATTI'S AND MONI'S Packaging in 500g plastic packets. Wheat flour (wheat gluten) and vitamin B2beta carotene	Pack (500g)	200
		Elbow noodles - SIMILIAR OR EQUAL TO FATTI'S AND MONI'S Packaging in 500g plastic packets. Wheat flour (wheat gluten) and vitamin B2beta carotene	Pack (500g)	200
		Shell big noodles - SIMILIAR OR EQUAL TO FATTI'S AND MONI'S Packaging in 500g plastic packets. Wheat flour (wheat gluten) and vitamin B2beta carotene	Pack (500g)	300
		Screw noodles - SIMILIAR OR EQUAL TO FATTI'S AND MONI'S Packaging in 500g plastic packets. Wheat flour (wheat gluten) and vitamin B2beta carotene	Pack (500g)	400
		Lasagne sheets - SIMILAR OR EQUAL TO SERENA Packaging in 500g boxes. Dried lasagne sheets.Triticum Durum Wheat Semolina (Gluten)	Box (500g)	150
		Barbeque sauce - SIMILIAR OR EQUAL TO KNORR Packaging 2 litre bottle. Tomato paste, sugar, soybean oil, vinegar, salt, nutmeg, spices, and permitted flavorings. It may also contain traces of cereals containing gluten, milk, fish, egg, crustacean, mollusc, and tree nuts.	Bottle (2L)	80
		Dhanya sauce - SIMILIAR OR EQUAL TO HQ Packaging 2 litre bottle. Blend or dhanya, chillies and spices	Bottle (2L)	60
		Sweet chilli sauce - SIMILIAR OR EQUAL TO WELLINGTON Packaging 2 litre bottle. Water, Sugar, Vinegar, Dehydrated Vegetables (Bell Peppers, Onion, Garlic) (Irradiated), Modified Maize Starch (E1422), Salt, Chilli (<1%) (Irradiated), Antioxidant (Citric Acid E330), Preservatives [Sodium Metabisulphite (E223), Sodium Benzoate (E211)]	Bottle (2L)	120

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Worcestershire sauce - SIMILIAR OR EQUAL TO YOUR CHOICE Packaging in 2 liter plastic bottle.	Bottle (2L)	60
		Soya sauce Packaging 2 litre bottle.	Bottle (2litre)	60
		Tomato sauce - SIMILIAR OR EQUAL TO WELLINGTON Packaging in 700ml plastic bottle. Reconstituted tomato paste (up to 32%), water, sugar, vinegar, salt, fruit fibers, canola seed oil, spice extracts.	Bottle (700ml)	600
		Mustard sauce - SIMILIAR OR EQUAL TO HQ Packaging 2 litre bottle. Mustard, cream, vinegar and white yolk.	Bottle (2litre)	120
		Chutney - SIMILIAR OR EQUAL TO COOKING WITH (BIDVEST PRODUCT) Packaging 5L bottle. Cane sugar, water, vinegar, dried fruit (peaches, minimum 6%, and apricots, minimum 0.9%, chemical modified maize starch, salt, colourant and spices.	Bottle (5L)	100
		Corn flour - SIMILIAR OR EQUAL TO MAIZENA Packaging 500g box. Maize starch	Pack (500g)	50
		Custard - SIMILIAR OR EQUAL TO MOIR'S Packaging 500g packet. Flavorings vanilla, colorants such as E104 and E124 (or natural annatto in some versions) provide the classic yellow color and salt.	Pack (1kg)	100
		Baking powder - SIMILIAR OR EQUAL TO MOIR'S Packaging in 500g packet. Starch, Acidifying agents (E450(a) & E341), sodium bicarbonate (E500)	Packet (500g)	40
		Bicarbonate of soda - SIMILIAR OR EQUAL TO MOIR'S Packaging 500g box. White dry bicarbonate of soda powder, including sodium.	Box (500g)	40
		Coffee creamer - SIMILIAR OR EQUAL TO NESTLE CREMORA Packaging 1kg box. Glucose Syrup, Vegetable Oil (Palm Kernel, Palm Fruit), Stabilisers (E340, E331, E452), Hydrolysed Wheat Protein (Gluten), Sodium Caseinate (*Milk Derivative), Anticaking Agent (E551), Emulsifier (E481), Salt, Cream Flavouring, Colourants (E101i, E160a),	Box (1kg)	60
		Coconut - SIMILIAR OR EQUAL TO MOIR'S Packaging 500g bag. White coconut, fine grade.	Bag (500g)	40
		Lunch wrap - SIMILIAR OR EQUAL TO ARO Packaging 10m roll, with strip to cut off wrap.	Roll (10m)	20
		Cling film - SIMILIAR OR EQUAL TO ARO Packaging 300m roll (8 micron thick, 300mm wide), with strip to cut off film.	Roll (300m)	60
		Heavy duty foil - SIMILIAR OR EQUAL TO ARO Packaging 150m (14 micron thick & 440 mm wide), with strip to cut off foil.	Roll (150m)	80
		Muffin mix - assorted flavours - SIMILIAR OR EQUAL TO GOLDEN CLOUD Packaging 1kg packet (makes 24 muffins). Cake Wheat Flour, sugar, Cocoa Powder, Salt, Flavouring.	Packet (1kg)	100

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Waffle premix - SIMILIAR OR EQUAL TO CAB FOODS PRODUCT Packaging 500g packet. Wheat flour (gluten), raising agent, salt	Packet (500g)	100
		Rainbow Vermicelli - SIMILIAR OR EQUAL TO CAB FOODS PRODUCT Packaging 1kg bag. Vermicelli is our all-time favourite toppings, use them to add sensationally sweet shades to your cupcakes, cakes, cookies, desserts and ice-cream!	Bag (1kg)	4
		Chocolade chips - SIMILAR OR EQUAL TO CAB FOODS PRODUCT Packaging 5kg bag. Sugar, Hydrogenated Vegetable fat (palm kernel), Low fat Cocoa powder, Maltodextrin, Soya lecithin (E322), Flavouring (NI), Salt.	Bag (5kg)	6
		Cocoa Powder PV5 (dark brown cocoa powder) - SIMILIAR OR EQUAL TO CAB FOODS PRODUCT Packaging 5kg bag, suitable for baking. Balanced flavours with mild roasted chocolate notes and a special selection of Cocoa origins for a profile of complex cocoa notes. Cocoa powders, strongly alkalised to achieve an intense flavour.	Bag (5kg)	4
		Hot chocolade - SIMILIAR OR EQUAL TO NESTLE Packaging 1,75kg. Sugar, full cream milk powder, cocoa Powder and salt.	Bucket (1,75kg)	6
		Fruit juice concentrate(assorted flavours) - SIMILIAR OR EQUAL TO MAGALIES 5 litre concentrate, makes 25 litre - 100% fruit juice blend.	Bottle (5L)	100
		Silver PVC muffin cups - SIMILIAR OR EQUAL TO CAB FOODS PRODUCT Packaging - pack of 60	Packet (60)	50
		Icing sugar - SIMILIAR OR EQUAL TO SELATI Packaging 5kg. Ultra-refined and quality icing sugar to create perfectly textured and deliciously sweet confectioneries, glaze icing, buttercream and frosting in any form you fancy or dust your cakes in this sift powdered icing sugar.	Bag (5kg)	8
		Instant dry yeast - SIMILIAR OR EQUAL TO ANCHOR Packaging 10g packet. Yeast, Emulsifier (E491), Ascorbic Acid (E300).	Bag (10g)	80
		Golden syrup - SIMILIAR OR EQUAL TO ILLOVU Pure Cane Sugar partially inverted to Glucose and Fructose, Water, Salt, Acidity Regulators, Anti-foaming Agent	Bottle (1kg)	12
		Desert topping (assorted) - SIMILIAR OR EQUAL TO CHEF PROFESSIONAL Packaging 2 litre bottle. Different flavours.	Bottle (2litre)	30
6. FRESH FRUIT AND VEGETABLES	FRUIT	FRUIT AND VEGETABLES SHOULD BE READY TO USE BUT NOT OVER RIPE Products should be fairly free from superficial bruises, hail marks, sunburn, skin stains and physiological disorders, which cause the quality and appearance or edibility of the fruit in question to decline. Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for.		
		Bananas Packaged in 18kg box (class II). Bananas are clean, healthy, well-formed and of a uniform size and that have at least a fairly good yellow color.	Box (18kg)	50

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Red apples Packacged in 18kg box (class II). Minimum diameter: 50mm. Mass: 100g – 150g. Apples are clean, healthy, well-formed and of a uniform size and that have at least a fairly good color for the cultivars in question.	Box (18kg)	60
		Green apples Packacged in 18kg box (class II). Minimum diameter: 50mm. Mass: 100g – 150g. Apples are clean, healthy, well-formed and of a uniform size and that have at least a fairly good color for the cultivars in question.	Box (18kg)	60
		Lemons Packaged in bag of 6 kg. The product shall be clean, fresh, firm, in good condition and not overripe.	Bag (6kg)	20
		Pineapples The product shall be clean, fresh, firm, in good condition and not overripe.	Each	2000
		Oranges Packaged in bag of 6 kg. The product shall be clean, fresh, firm, in good condition and not overripe.	Bag (6kg)	70
		Raisins Packaged in bag of 1 kg. The product shall be clean and in good condition.	Bags (1kg)	30

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
	VEGETABLES	Potatoes, fresh Class 1 Medium Potato. Packaging in 10kg bags. Minimum mass shall be 150g. Class 1 shall comprise potatoes that: • Has attractive appearance, are well formed and are free from soil or sprouts • Are not damaged by insects / disease or damaged in any other way • Is free from decomposition or decay, hollow heart and foreign matter • Have no greening, are not wilted or watery • Is not damaged by the sun, heat, cold or frost • Is not affected by brown fleck	Bags (10kg)	1000
		Carrots 10kg Carrots should be firm, bright, washed clean and fairly smooth and have regular shape to be free from woody fibers, growth cracks and damage caused by disease or insects, fissures, shoots, bruises, cuts or foreign matter. Size: diameter at broadest section: 19mm, length at least 75mm Leave should be cut off. Packaged in plastic bags of 10 kg.	Bag (10kg)	60
		Onions Packaged in 10kg bag. Medium size – at least 50mm in diameter. Sound and well developed, dry, firm and clean and have approximately the same size and color. Free from loose bracts, seed stems or sprouts.	Bag (10kg)	300
		Pumpkin (Boer) Pumpkin shall be firm, and have bright orange color and shall be free from damage caused by disease or insects, bruises, cuts or foreign matter.	kg	1000
		Sweet potatoes Packaged in bags, 10kg. Sweet potatoes shall be fairly clean, free from soil, and sound, show no serious defects and shall in every respect be suitable for human consumption. Sweet potatoes shall be well formed, fully-grown and have the same cultivars characteristics and may not be sprouting, malformed, defective, wilted or damaged by insects. The minimum mass of the tubers shall be 170g.	Bag (10kg)	80
		Tomatoes Packaged in 5kg box. Medium size: diameter 50mm. Tomatoes shall be sound, well formed, firm, clean and free from bruises, foreign matter, internal cavities, decay and damage.	Box (5kg)	700

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Cauliflower The heads shall be fresh, clean and not wilted and the heart shall be at least 150mm in diameter, compact and firm and without flower shoots, and free from damage caused by disease, insects, bruising, poor preparation, self- heating or other factors. Parts of the protruding stems of fresh cauliflower and all loose, damaged or broken outer leaves shall be cut away.	Each	200
		Gem squash Packaged in 6kg bag. The product shall be clean, fresh, firm, in good condition and not overripe. They shall be free from decomposition and damage caused by disease, soil, insects, frost, and bruising, self – heating or other factors. Should be cut in halves already and all seeds removed. Diameter: at least 75mm Packaged in plastic bags (10KG bag.)	Bag (6kg)	100
		Lettuce Each head shall be at least 75mm in diameter when compressed by hand. The heads shall be fresh, clean, crispy, well formed, firm (the inner leaves compacted in the shape of a heart) and not folded or loose and protective leaves shall not be badly damaged. The lettuce shall be free from damage by disease, insects, frost, bruising, poor preparation, self – heating or other factors.	Each	2000
		Parsley The product shall be clean, fresh, firm, in good condition. at least 150mm in diameter, compact and firm and without flower shoots, and free from damage caused by disease, insects, bruising, poor preparation, self- heating or other factors.	Bunch	30
		Dhanya The product shall be clean, fresh, firm, in good condition. at least 150mm in diameter, compact and firm and without flower shoots, and free from damage caused by disease, insects, bruising, poor preparation, self- heating or other factors.	Bunch	30
		Cabbage The heads shall be fresh, clean and not wilted and the heart shall be at least 150mm in diameter, compact and firm and without flower shoots, and free from damage caused by disease, insects, bruising, poor preparation, self- heating or other factors. Parts of the protruding stems of fresh cabbage and all loose, damaged or broken outer leaves shall be cut away.	Each	300
		Celery The product shall be clean, fresh, firm, in good condition. at least 150mm in diameter, compact and firm and without flower shoots.	Bunch	30
		Butternut Butternut shall be firm, and have bright orange color.	kg	200
		Cucumber The cucumber shall be well formed, fresh and firm and be sufficiently fully grown to be sliced, but not fully mature or overripe, more than two thirds of the cucumber shall have a green colour. Cucumbers packed in the same container shall be roughly of the same size.	Each	1500

CATEGORY	DESCRIPTION	PRESENTED	UNIT	APPROXIMATE QUANTITY PER YEAR
		Greenpepper The product shall be clean, fresh, firm, in good condition and not overripe. They shall be free from decomposition and damage caused by disease, soil, insects, frost, and bruising, self – heating or other factors. Quantity delivered may not exceed quantities ordered and excess quantities will not be paid for.	kg	200
		Avocado Acocado shall be fresh, well developed and firm, fairly clean. It shall have regular shape and be free from damage caused by disease, cracks, sprouts, bruising, cuts or any other factors.	Each	100
		Mushrooms (Danny or similar) Packaged in 250g punnet. Mushrooms shall be fresh, well developed and firm, fairly clean.	Punnet (250g)	200
		Baby marrows Baby marrows shall be fresh, well developed and firm, fairly clean. Its shall have regular shape and be free from damage caused by disease, cracks, sprouts, bruising, cuts or any other factors.	kg	300
		Soup mix Packaged in 1kg bags. Soup mix should contain mix of cubed carrots, potato, onion, celery or any other veg as requested These packs should be contain healthy, well-formed and of a quality veg as listed and have at least a fairly good color.	Bag (1kg)	150
		Crushed garlic Packaging 1kg container. Product must comply to the South African National Standard – SANS 10049:2011 and the Foodstuffs, cosmetics and disinfectants Act, 1972 (ACT NO. 54 of 1972) Products will only be accepted if delivered in original sealed brand packaging and if delivered in hygienic boxes. No products will be accepted that has been removed from original packaging, altered in any way, dented or broken and then repacked. Only brands specified will be accepted. The best before date shall be visible on the packaging for storage and rotation purposes. No imported product will be considered (only local brands) and brands must be specified.	Container (1kg)	60

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its 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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

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	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)