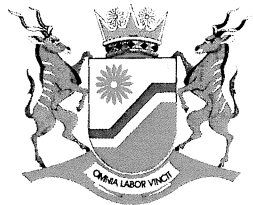


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF SOCIAL DEVELOPMENT

BID NUMBER: SOC/022/25/MP

**PROVISION OF A COMPREHENSIVE
CATERING SERVICE FOR THE
DEPARTMENT OF SOCIAL DEVELOPMENT
AT SWARTFOTEIN TREATMENT CENTRE
FOR A PERIOD OF (05) FIVE YEARS**

ISSUED BY:

Department of Social Development
Private Bag X11213
Mbombela
1200

NAME OF BIDDER:

.....

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	SOC/022/25/MP	CLOSING DATE:	12 September 2025	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFOETEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoena Business Complex, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , The Provincial Treasury no. 17 Lorenzo Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. P Mbatha		CONTACT PERSON	Ms. I Makushe	
TELEPHONE NUMBER	013 766 3611		TELEPHONE NUMBER	013 766 3158	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	PhindileM@dmdmpu.gov.za		E-MAIL ADDRESS	isabelma@dmdmpu.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
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, 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 (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

1. INVITATION

The Department of Social Development invites suitable Caterers to provide comprehensive catering services at Swartfontein Treatment Centre.

2. BACKGROUND

Swartfontein Treatment Centre is a facility that is providing treatment services to people afflicted with Substance Use Disorder (SUD). Swartfontein Treatment Centre has a bed capacity of 100 users at a time. Service Users are admitted for a period of three to four months.

The conditions of the service users on admission require medical attention and it is imperative that the food should compliment the treatment programme.

3. DEFINITIONS/ ABBREVIATIONS

“DSD” shall mean the Mpumalanga Provincial Department of Social Development, under the control of which the Institution falls, and which put the catering services required in terms hereof, out on tender.

“Institution” shall refer to Swartfontein Treatment Centre.

“Contract” Enter into a formal and legally binding agreement ,

“Plant and Equipment” shall refer to trucks and bakkies.

“The Caterer” shall refer to (in case of the tender received) the bidder and in the case of the concluded contract, the successful bidder which undertakes, in terms hereof, to provide the required catering services.

“Company Project Officer” shall refer to the manager /official delegated by the caterer.

“Catering Staff” shall refer to staff members of the caterer.

“Service Users” shall refer to persons admitted at the centre.

“SLA” Services Level Agreement.

“COIDA” Compensation for Occupational Injuries and Diseases Act

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

“CIPC” Companies and Intellectual Property Commission

“UIF” Unemployment Insurance Fund.

4. SUBMISSION OF TENDERS DOCUMENT

As specified in the Tender Bulletin

5. TIME FRAME

This will be a (05) five year term contract

6. SCOPE OF THE SERVICES

- a) The Caterer shall provide catering services inline with the menu and cycle menu provided by the DSD.
- b) The Caterer shall provide fresh and nutritious meals as per the menu by the Centre.
- c) The Caterer will be allowed to replace fruits and vegetables with seasonal fruits and vegetables without compromising the quality of the food.
- d) The Caterer shall adhere to the daily catering timetable provided by the centre.
- e) The Caterer shall provide special services on special days such as Christmas day, New Years day and other special calendar days. During these special days, the Caterer will be required to provide a special menu that will inspire a festive atmosphere. Pricing for the special days will be included in the pricing package.

7. KITCHEN FACILITIES COME EQUIPPED WITH THE FOLLOWING:

7.1 KITCHEN EQUIPMENT

- The kitchen is fully equipped with deep freezer,
- 1X Microwave,
- 1X Stove 3 Plates with Oven,
- 1x Fryer Steel Machine with Two Steel Chips Holder
- Griller/ Baking Steel Stove
- Crockery Set Crockery Rack Mobile Free Standing
- Cutting Machine Vegetable Machine 5 Blade

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

- Fryer Electric Fryer 2 Pan
- Oven Convection Oven Stand 6/10 Pan
- Oven Combi Steam Anvil 6 Pan
- Oven Microwave
- Pan Drip Tilting Pen Electric 80L Cast Iron,
- Table , Rotary can Open with Table Clamp,
- Table , Rotary High Pressure Boiling Table,
- Dish Rack,
- Mounted tin opener,
- Industrial Greater,
- Store room,
- Cold room Freezer room
- and Bain-maries.

The Caterer is responsible to ensure the filling in of gas cylinder.

7.2 COOLROOM:

The kitchen is equipped with a cold room. It is the **caterer** responsibility to service and repair the cold room.

7.3 TABLES AND CHAIRS:

The Centre will provide tables and chairs only.

7.4 NEATNESS

The Caterer shall be responsible for the neatness of the kitchen and ensure compliance with health and hygiene standards.

7.5 MAINTENANCE AND REPAIR

The Caterer will be responsible for maintenance and repair of all the kitchen equipment.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

Maintenance and repair should be done by a registered or qualified person in that area of work at the cost of the cater.

8. SCOPE OF THE SERVICES

8.1 CATERING AND RELATED SERVICES

This service will involve managing and rendering of a fixed price catering service, using the menu and cycle menu supplied to the tenderer, calculated per day per person.

8.2 DAILY CATERING

NB. This table may vary from time to time, day to day or meal per meal and upon special requests.

MEALS	TIME
BREAKFAST	07:30 -08:00
TEA	10:00-11:00
LUNCH	13:00- 14:00
DINNER	17:00- 18:00

8.3 CATERING ON SPECIAL DAYS

The caterer is required to provide special services for the following special days: **(CHRISTMAS DAY, NEW YEARS DAY AND OTHER SPECIAL CELEBRATIONS)**

On special occasions the caterer will be required to provide a special menu and create a festive atmosphere through decorations and packaging etc.

The price for special days should include decorations and packaging material.

8.4 DAILY NUMBERS OF SERVICE USERS

The number of service users to be served will be confirmed through **Daily Diet Sheets**.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

8.5 AVERAGE FIGURES

Daily estimates of (100) one hundred service users per Centre are based on operation at full capacity. It must be noted that the number of service users vary from day to day as per admission to the institution.

8.6 MENUS

- a) The successful caterer may not deviate from the supplied menu without prior consent from the management of the institution.
- b) The caterer will be required to change the menus within a week when certain menu items are unacceptable to the service users or when complaints are regarded as valid by the management.
- c) Special diet will be provided to service users with specific health conditions, allergies and religious requirements. A person authorised by the management of the institution will complete a form indicating special dietary needs and send it to the catering supervisor on duty.

8.7 FUNCTIONS AND SPECIAL MEETINGS

- a) The caterer will be responsible to clean the kitchen, dining area and provide clean table cloths on a daily basis.
- b) The caterer accepts that from time to time additional catering services may be required for official functions and meetings.
- c) Additional catering services shall be dealt with on a quotation basis and agreed upon by the management of the institution.
- d) A separate accounting record shall be maintained for each event.
- e) A separate order will have to be issued for functions and special meetings and payment thereof will have to be done within 30 working days.
- f) The institution shall notify the caterer at least 24 hours in advance of any intended big functions and meetings. The menu and prices shall be discussed and agreed upon.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

8.8 PURCHASE AND SUPPLY OF FOOD STUFF

The caterer shall undertake to:

- a) Purchase from his/her own account, all foodstuff, ingredients and all other materials necessary for the fulfilment of the catering and management functions and to arrange for the supply and delivery.
- b) Ensure that all foodstuff supplied are of good quality as set out in the specifications and where required, undertake to submit the food to both quality and quantity control inspection by the institution for testing of any samples.
- c) Ensure that all supplies are properly stored. The caterer undertakes to use the store and cold room, freezer and deep freeze only for the purpose of fulfilling this contract and not as a warehouse for other contracts not covered by this undertaking.
- d) Ensure that supplies for daily preparation of meals are purchased in accordance with the quantities, portion sizes prescribed in the cycle menu.

8.9 PREPARATION OF FOOD

The caterer shall undertake to:

- a) Ensure that standard cooking and preparation methods are correctly carried out.
- b) Ensure adequate supervision during all stages of food preparation.

8.10 DISTRIBUTION OF FOOD

The caterer undertakes to:

- a) Ensure that food is distributed to service users according to daily numbers, prescribed portion sizes and Cycle Menu.
- b) Ensure adequate supervision when food is served in the dining room.

8.11 KITCHEN FACILITIES AND EQUIPMENT

- a) The Caterer will provide cutlery , crockery and pots.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

- b) The caterer shall use all fixtures, equipment, water and electricity only for the purpose for which they are provided for.
- c) The caterer shall not remove any property of the institution from the premises or locality where it is kept by the institution and shall ensure that these are used in the correct manner.
- d) No structural change will be effected by the caterer to the existing premises. Any proposal for change in the structure must be submitted to the institution in writing for consideration and the institutions decision will be final.
- e) The caterer shall ensure that all catering staff uses electricity and water economically for the purpose of the contract.
- f) The caterer will be responsible for the filling of the gas tanks should there be no electricity to prepare the food.
- g) Cost of any damage to equipment owing to negligence or incorrect usage/operations/cleaning on the part of the caterer or the staff under his/her control, will be at the expense of the caterer.
- h) The caterer undertakes to inspect the premises and the equipment prior to the commencement of the services and draw an inventory with the institution maintenance team. Both parties shall sign the inventory, copies of which shall be attached to the contract.
- i) Inventory verification will be done twice a year by both parties. A loss of any of the original inventory will be replaced by the institution at the cost of the caterer. The value of the losses of items as per inventory shall be deducted from the following month's payment by the institution to the caterer, to cover losses.
- j) Any other equipment not mentioned in this specification like, filing cabinets, calculators and such shall be supplied by the caterer.
- k) The Caterer will be responsible for maintenance and repair of all the kitchen equipment at the cost of the caterer.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

8.12 HYGIENE

- a) The caterer shall keep all catering areas including storeroom, cold room, freezer room, extractor fan, catering equipment, windows, walls and dining hall hygienic and in a tidy condition to the satisfaction of the Health inspector of the department, having full access to all areas concerned at all times.
- b) The caterer must ensure that the certificate of acceptability is acquired on an annual basis.
- c) The Caterer must ensure that all staff members are at all times clean and neatly dressed (uniform and appropriate head gear and foot wear) and are free from infectious diseases.
- d) The caterer undertakes to ensure that hygienic food preparation requirements are adhered to.
- e) The caterer undertakes to purchase and ensure safe storage of cleaning material, disinfectants, brooms, squeezers, etc necessary for keeping the proper hygiene standards in catering and dinning areas.
- f) The caterer undertakes to report and seek approval from the management of the institution for any plans to eradicate insects and other pests in the food services unit and store room when required at his/her own cost.

9. DUTIES AND OBLIGATIONS OF THE CATERER

9.1 JOB CREATION.

- a) The caterer must ensure that at least 60% of the catering staff is from the local municipality.
- b) The caterer undertakes to appoint a Company Project Officer (CPO) who shall work in close co-operation with the managment of the institution, in order to facilitate the flow of information and resolve challenges related to catering.

9.2 ACCOUNTING

- a) The caterer undertakes to provide meals and supplies in accordance with the prices.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

- b) The caterer shall be obliged to keep accounting records in respect of the catering services.
- c) The number of meals, tea etc shall be recorded daily and be certified by the caterer and a delegated official from the institution.
- d) The claims for monthly payment and overheads shall be submitted on an official invoice of the caterer's company, supported by specific schedules invoices and certified by the caterer and a delegated official from the institution.
- e) The accounting period shall be from 1st until the end of each month for the term of contract.
- f) It is agreed that the payment of the account must be effected within 30 days after receipt of correctly completed and certified invoice. The institution does not accept the responsibility for delay in payment owing to the submission of incorrect documentation.
- g) It is agreed that the institution shall be entitled to inspect all records, account and invoices of purchases or any documentation in relation to the service in terms of the contract.

9.3 MANAGEMENT SERVICES

9.3.1 For the proper execution of the contract, the caterer shall undertake to:

- a) Fulfill all management functions.
- b) Provide proper supervision at all times, train and control catering staff.
- c) Exercise control over the premises and equipment concerned
- d) Provide accounting services as defined in 9.2.
- e) The Service provider is bound to have meetings every second month or as and when the need arises with the Centre Manager to address any challenges encountered

9.3.2 For proper monitoring of the contract, the centre manager shall undertake to:

- a) The Centre Manager will conduct monitoring on a daily basis.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

- b) The Centre Manager should invite an Environmental Health Officer to conduct site monitoring on a regular basis
- c) The Centre Manager should report the challenges in writing to the District and Provincial office.

9.4 UNIFORMS AND STATIONERY

The caterer undertakes to:

- a) Provide all staff from the catering company with appropriate uniforms (bearing the LOGO of the caterer, head gear and footwear) and be responsible for washing of such uniforms. Uniforms and aprons are to be changed on a daily basis and be replaced when torn or worn out.
- b) Purchase and acquire stationery and consumable items (such as packaging material, servettes, bin liners, cleaning materials, broom and mops etc) necessary for the fulfilment of catering and management functions.

9.5 TELEPHONE

- a) The caterer undertakes to ensure that private telephone facilities are available at all times (land line and mobile) at his/her own cost.
- b) Telephone or fax services of the institution shall not be used by the caterer for executing the contractor any other purposes.

9.6 SECURITY REGULATIONS

- a) The caterer shall ensure that all staff under his/her control comply with the security regulations of the institution.
- b) The caterer shall be responsible for the setting and execution of security regulations, concerning all aspects of catering services.
- c) All persons including catering staff fall within the jurisdiction of the institution while on the premises of the institution.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

9.7 EMERGENCIES

- a) The caterer shall ensure that all staff under his/her control are trained and ready at all times to handle fires or any other emergency.
- b) The caterer shall ensure the availability and accessibility of a first aid kit that meets occupational health and safety requirements.

9.8 TRANSPORT AND ACCOMMODATION

- a) The caterer undertakes to provide transport services necessary for the proper execution of his/her management and catering functions and shall be fully responsible for conveying supplies.
- b) It will be the caterer's responsibility to transport the staff between the centre and the place where they will be accommodated.

10.FIRE EXTINGUISHERS

- a) The institution undertakes to supply the necessary fire extinguisher equipment and to maintain it according to occupational health and safety standards.

11. BID REQUIREMENTS

To be considered responsive, Bidders must submit the following Mandatory Documents by the closing date and time of the bid. Failure to comply with the following mandatory requirements will invalidate the Bid:

- a) Original Bid documents should be handwritten in black ink.
- b) Any electronically typed bid document shall nullify the bid.
- c) All incomplete bid documents shall not be considered.
- d) Bidders must provide proof of address in the form of water and/or Electricity bill from the municipality /Eskom statement/proof of residence or stamped letter from the Traditional Authority.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

- e) Original certified copy of Business Registration Certificate from Companies and intellectual Property Commission.
- f) The Pricing Schedule must be fully completed. Any blank spaces or use of a correction pen (tippex) on the bid document will result in a disqualification.
- g) Bidders are requested to fully complete the provided bill of quantity, handwritten in black ink.
- h) Any alteration or use of own designed bill of quantity will result in a disqualification.
- i) The DSD reserves the right to verify the validity of the certificates attached.
- j) Attach copies of identity documents of directors / partners/ shareholders for the business.
- k) A Certificate of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act must be submitted at the closing of the Bid and Bidders who only attach a letter for Tender purposes and will automatically be disqualified.
- l) Duly completed and signed bid documents including all the attached SBD forms:
 - SBD 1 (Invitation to tender).
 - SBD 4 (Declaration of interest).
 - SBD 6.1 (Preference point claim form in terms of the new preferential procurement regulations 2022).
- m) Offer to be valid for 120 days from the closing date of the bid.
- n) Bidders must be registered on the Central Supplier Database and a copy of the Central Supplier Database registration report must be submitted at the closing date.
- o) Where a consortium or joint venture is involved, a valid agreement must be attached as well as certified copies of each company/ party (CIPC, Valid Tax pin and CSD registration).

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

12. SPECIAL CONDITION

12.1 Special condition of the Bid

- a) Bidders must only be tender in the District/Local Municipality where they reside.
- b) The DSD is not bound to accept any of the proposals submitted and reserve the right to call for the Best and Final Offers from short-listed bidders before final selection.
- c) The DSD reserves the right to call interviews with the shortlisted Bidders before final selection, to cancel this bid or any portion thereof and to negotiate price with preferred bidder
- d) The lowest or any bid will not necessary be accepted and the DSD reserves the right to accept the whole or part of any bid.
- e) Bidders should note that quantities and grand total referred to in the Pricing schedule are for bid evaluation purposes and does not reflect real quantities to be bought neither the total amount to be paid to the supplier annually or after the duration of the contract.
- f) Bidders must note that the pricing schedule must be fully completed and any blank spaces in the pricing schedule will result in disqualification.
- g) Bidders who disguise themselves as local bidders will be disqualified or their contracts be immediately terminated.

12.2 Special condition of the contract

- a) The scope of work shall include provision of catering on a commercial basis.
- b) The Caterer will be screened against the Sexual Offence Register.
- c) A person who's name appears on the Sexual Offence Register will not be allowed to participate in the contract.
- d) DSD will visit the Centre to conduct monitoring on a regular basis.
- e) The Service provider is bound to have meetings every second month or as and when the need arises with the Centre Manager to address any challenges encountered.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

- f) The staff members (food handlers) must undergo regular screening tests for food borne illnesses.
- g) Staff members must not smoke or drink intoxicating substances on the premises of the center.
- h) The Caterer will be responsible for applying for the Certificate of Acceptability from Ehlanzeni District Municipality on an annual basis at the cost of the Caterer and such certificate must be clearly displayed on the kitchen wall.

13. BID EVALUATION

- a) Bids will be evaluated and adjudicated in accordance with the prescripts of the Preferential Procurement Regulations of 2022 using the 80/20-point system.
- b) Points are allocated for price and specific goals as follows:
 Price = 80
 Specific goals = 20
- c) Functionality criteria will be used to eliminate or disqualify bidders who failed to obtain the minimum threshold of **70 points**.
- d) Responsive bids will first be evaluated on functionality and bidders who score **70 points** and above **100 points** will be evaluated further on price and preference.

14. FUNCTIONALITY WILL BE EVALUATED AS FOLLOWS:

FUNCTIONALITY	POINTS	WEIGHTING
1. RELEVANT PREVIOUS EXPERIENCE. • 5 years and above, Proof of relevant experience in the form of appointment letter/s with a value amount for supply and delivery of catering starting from 2019 to date. Or	40	40

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

Purchase order/s relating to catering from R1 000,000.00 or more must be attached not older than 5 years starting from 2019 to date.		
3years to 4 years and eleven months, Proof of relevant experience in the form of appointment letter/s with a value amount for supply and delivery of catering starting from 2019 to date. - Or - Purchase order/s relating to catering from R 500,000.00 to R 999,999.99 starting from 2019 to date.	30	
2 years eleven months and below, Proof of relevant experience in the form of appointment letter/s with a value. - Or - Purchase order/s from R 499,999.99 and below.	0	
Nonattachment of any appointment letters/s or order/s.	0	
2. FINANCIAL CAPACITY. Company Financial Capacity		20
Financial Bank Rating with rand value from R 1 000,000.00 and above.	20	
Financial Bank Rating with a rand value from R 700,000.00 to R 999,999.99.	10	
- Financial bank Rating with a rand value from R 699,999.00 and below. - No attachment.	0	

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

• Attach copy of proof of financial bank rating from accredited financial institution indicating rand value and bank dated stamp		
3. REQUIRED CERTIFICATE • Diploma in Culinary Arts. • First Aid level1 • Food Safety Training Certificate	40	40
• Non attachment of all the above three Certificates.	0	
TOTAL		100

15. SPECIFIC CONTRACT PARTICIPATION GOALS

15.1 The 80/20 Preference Points Systems

a) Points for historically disadvantaged Individuals will be allocated as follows:

(i) With no franchise in national elections before the 1983 and 1993 Constitutions =**10 points**

(ii) Female **=5 points**

(iii) Locality Ehlanzeni District **=3 points**

(iv) Persons with disability **=2 points**

16. BID DOCUMENTS AND RETURNABLE SCHEDULES

PART I SBD Tender documents (SBD 1, SBD 4, SBD 6.1).

PART II Bill of quantity / price schedule.

PART III Mandatory Documents.

PART IV Any other relevant document / information.

PART V General Conditions of Contract.

PART VI Letter of Good Standing (COIDA) (Letter to Tender is not acceptable).

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

17. NOTES ON QUALITY FOOD

17.1 MILK

- Only fresh, pasteurized, full cream milk shall be used.
- Non milk powders, milk blends or coffee creamers shall be used.
- The ration scales also make provision for milk used in food preparation e.g. in white sauces, custards and puddings or baked products.

17.2 MEAT

- Only chicken, Beef, Lamb, Mutton, Fish, Pork, Wors, Russians, fish fingers, Vienna and Mince shall be used.
- When moist-heat methods are applied (e.g. Stews, Casseroles, Pot Roast) Grade B (green roller mark) shall be used. Only 5% of visible fat shall be used.
- When dry-heat cooking methods are applied (e.g. grilling/oven roast/) Grade A (blue roller mark) shall be used. Only 5% of visible fat shall be used.
- Only Grade A chicken will be used.

17.3 VEGETABLES

- Fresh vegetables shall be of a good standard and quality.
- Only choice and caterer's grade frozen vegetables shall be used.
- Only class one (1) potatoes shall be used.
- Mixed vegetables shall contain only green beans, green peas, carrot cubes and cut corn in more or less equal proportions.
- Canned mixed vegetables shall not be used.
- The allowances for potatoes/ sweet potatoes on the ration scale also provides for small quantities to be used in soups and other dishes and for the moderate preparation losses.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

17.4 FRUITS

- Fresh fruits shall be of good quality.
- A variety of at least (3) three kinds of fresh fruit shall be given daily. (one fruit per person daily)
- Fruit juices in a concentrated form, shall be diluted in accordance with the directions of the manufactures.
- When serving canned fruit for desserts, choice grade shall be used.

17.5 JUICE

- Oros Juice

17.6 BREAD

- Only brown bread shall be given.
- 6 Slices of Bread

17.7 EGGS

- Only large eggs to be used

17.8 CHEESE

- First Grade Cheddar cheese shall be used.

17.9 GRAVY

- Except for mushroom soup powder, only cake flour shall be used for the thickening of gravies or meat extracts.

18. COMMERCIALY PREPARED PRODUCTS

- All commercially prepared products used by the caterer e.g. Fish, Polony, shall be evaluated by a Panel for acceptability. The panel members should be the Institutions Dietitian, the caterer's Dietitian.

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

19. MENU

Breakfast

- A bowl of Soft porridge/ Mabela /Oats / cereals
- Milk
- 1 Boiled egg/ scrambled egg/ fried egg with 1 slice of Grilled Tomatoes
- Bread with margarine / 2 Rolls
- Or
- Baked beans/1 Vienna/ Ham/ Polony/ meat ball/ Cheese/ Russians
- Tea/ Coffee

Lunch

- Maize meal porridge/ Rice / Roast potatoes/ / Phuthu pap
- Beef stew/ Wors/ Roast beef/ Grilled Chicken/ Meatballs
- 1 Vegetable and 1 Salad
- Juice

Supper

- Fish and Chips/ Pies & chips 2 slices of bread / Burger with chips / Mincemeat /Meatballs /2 Hotdog
- Phuthu, Pap & Inkomazi / Milk
- Bread / 2 Rolls
- 1 Fruit
- Tea/Juice

On Sundays Dessert must be served: pudding / jelly with custard

20. BILL OF QUANTITY FOR CATERING

COST PER PERSON: MEALS, SNACK, REFRESHMENTS

ITEM DESCRIPTION	UNIT OF ISSUE	RATE PER PERSON	ESTIMATED QUANTITY	NUMBER OF DAYS	TOTAL
Breakfast	Per person	R	100 per Institution	31	R
Lunch	Per person	R	100 per Institution	31	R
Dinner	Per person	R	100 per Institution	31	R

SPECIFICATION FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT AT SWARTFONTEIN TREATMENT CENTRE FOR A PERIOD OF (05) FIVE YEARS

Mid-Morning and Evening Snack	Per person	R	100 per Institution	31	R
Cleaning	Per month	R	285 M ²	31	R
Management fees	Per month			31	R
Sub Total					R
VAT 15%					R
Grand Total					R

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

YES

NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct

to apply to and receive from

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (Blacks, colored & Indians)		10		
Female		05		
Locality		03		
Persons with disability		02		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) 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.