

GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....

VALIDITY PERIOD: 90 DAYS

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## **THE GOVERNMENT PRINTING WORKS**

### **REPUBLIC OF SOUTH AFRICA**

#### **INVITATION TO TENDER**

**BID FOR THE APPOINTMENT OF A CANTEEN AND CATERING SERVICE PROVIDER FOR THE GOVERNMENT PRINTING WORKS (GPW), REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF THREE YEARS COMMENCING 1 JANUARY 2020 AND TERMINATING 31 DECEMBER 2022**

**PRE-QUALIFICATION: Bids will be accepted only from service providers having a stipulated BBBEE status level 1 and 2**

**Tender number: GPW-C 18**

**CLOSING DATE: 13 DECEMBER 2019**

**NOTE TO TENDERERS:**

**PLEASE CAREFULLY READ THIS DOCUMENT, COMPLETE WHERE REQUIRED, INITIAL EACH PAGE AND SIGN IN FULL AT THE END**

**SECTION A****1 INTERPRETATION**

- 1.1 This RFT shall commence from the 01 January 2020 and terminate on the 31 December 2022 (shall be for a period of three years).
- 1.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:
- 1.2.1 **"Closing Date"** shall mean 13 December 2019 not later than 11h00;
- 1.2.2 **"Conditions of Tender"** shall mean the conditions of tender set out in clause 11;
- 1.2.3 **"Constitution"** shall mean the Constitution of the Republic of South Africa, 1996;
- 1.2.4 **"GPW/Government Printing Works"** shall mean the Government Printing Works, a component of the South African government established under section 7A of the Public Services Act, 1994;
- 1.2.5 **"The Institution"** refers to the Government Printing Works
- 1.2.6 **"Highest Score"** shall mean the highest score obtained in stage 4 (four) of the selection process (i.e. score for price and B-BBEE after applying the relevant formula and table);
- 1.2.7 **"PAJA"** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;
- 1.2.8 **"PFMA"** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act;

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1.2.9 "**Procurement Act**" shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act 2017;

1.2.10 "**Procurement Laws**" shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;

1.2.11 "**RFT**" shall mean this request for tender and the Returnable Documents;

1.2.12 "**Returnable Documents**" shall mean the following documents:

1.1.12.1 duly signed and completed (price schedule) of this RFT;

1.1.12.2 Annexure A: JV/Consortium Agreement (if applicable);

1.1.12.3 duly completed and signed Annexure SBD 1 – Invitation to Bid;

1.1.12.4 Latest print out of CSD Report;

1.1.12.5 duly completed and signed Annexure SBD 4 – Declaration of Interest;

1.1.12.6 duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form; BBBEE certificate, duly completed and signed Annexure SBD 6.1 for each tender item;

1.1.12.7 duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices; and

1.1.12.8 duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination.

1.2.9 "**Tenderer**" shall mean the person submitting a Tender in response to this RFT;

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1.2.10 **“Tender”** or **“Tender Submission”** shall mean bid documents submitted in response to this RFT;

1.2.11 **“Premises”** shall mean the GPW’s production facility, situated at 149 Bosman Street, Pretoria, Republic of South Africa;

1.2.12 **“Successful Respondent”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.2.13 **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between GPW and the Successful Respondent substantially on the terms contained in the Term Sheet, together with all schedules to be attached thereto or referenced therein;

1.2.14 **“BBBEE”** means broad-based black economic empowerment.

1.2.15 **“Authorised Signatory”** means a signatory authorised by the Institution and the Service Provider respectively to sign the Agreement, any amendments and/or annexures.

1.2.16 **“Losses”** means all losses, liabilities and damages arising from claims (whether actual or threatened) and all related costs and expenses (including legal fees, disbursements and costs of investigation, litigation, settlement, and judgment), fines, interest and penalties.

1.2.17 **“Outside of working hours”** means any time from 16H30 until 07H15 from Monday to Friday any time on Saturday, Sunday and Public holidays.

1.2.18 **“Business day”** means any day other than a Saturday, Sunday or public holiday in South Africa.

1.2.19 **“Effective Date”** means the date of signature of the SLA between the two parties.

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1.2.20 **“Service Level Failure”** means the Service Provider’s failure to meet any of the prescribe Service Levels.

1.2.21 **“VAT”** means value added tax, levied and payable in terms of the VAT Act.

1.2.22 **“VAT Act”** means the Value Added Tax Act, No 89 of 1991, as amended from time to time, including Regulations promulgated there under.

1.2.23 **“Working Hours”** means 07H30 to 16H00hrs from Monday to Friday.

1.2.24 **“Delivery”** from 07H30 until 15H00 – **no deliveries will be accepted after 15H00**

1.2.25 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act. 2003 (Act No. 53 of 2003).

1.2.26 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

1.2.27 **“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;

1.2.28 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

1.2.29 **“Functionality”** means the measurement according to predetermined norms, as set out in the did documents, of the service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quantity reliability, viability and durability of a service and the technical capacity and ability of a bidder.

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**1.2.30 Samples:**

Companies will be required to submit samples on items tendered for as when required.

**1.2.31 Delivery:**

Goods must be delivered to: Government Printing Works, 149 Bosman street or 83 Visagie street. Deliveries from 07H30 until 15H00 from Monday to Friday

**1.2.32 Quality and Quantity:**

1.2.32.1 All materials offered in time of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS)

1.2.32.2 Guarantee periods and what does not constitute guarantee must be clearly indicated. Protective Clothing must be of quality standard and must be replaced within 48 hours of guarantee period after defect has been noticed.

1.2.32.3 Non-compliance with the agreed service delivery could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

**1.2.33 Evaluation:**

1.2.33.1 Tenders will be evaluated per item.

1.2.33.2 Bid received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

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**1.2.34.1. The following certified documentation must be submitted with the bid:**

1.2.34.1 CIPC (Companies and Intellectual Property Commission printout

1.2.34.2 Latest print out copy of CSD report

1.2.34.3 Submit five (5) reference letters from customers that catering service was rendered over the last 12 months.

1.2.34.4 One original tender document with one copy (clearly marked as original and copy), submitted in an envelope with the company name and tender number on the envelope in block letters

1.2.34.5 Declaration of interest.

1.2.34.6 Completed Bid Conditions.

1.2.34.7 Completed Price Schedule.

1.2.34.8 Attendance certificate

1.2.34.9 Valid BBBEE certificate

**Important notice:**

- 1. Should any of the above not be included in the documents, the bidder will be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all the other companies that are involved in the tender in case of a consortium.**

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CANTEEN AND CATERING SERVICE, TO THE GOVERNMENT PRINTING WORKS FOR A PERIOD OF THREE YEARS COMMENCING FROM THE 1<sup>st</sup> JANUARY 2020 AND TERMINATING ON THE 31<sup>st</sup> DECEMBER 2022.**

**PURPOSE**

- 1.1. The Government Printing Works (GPW) requires services of a Canteen and Catering Service Provider, at its Head Office, 149 Bosman Street and 83 Visagie Street, Pretoria.
- 1.2. The GPW has a culturally diverse staff complement and the catering operation should consider providing various options that would accommodate the particular needs of various religious and ethnic groups.
- 1.3. The GPW has fully equipped and operational catering facilities; therefore the service provider will not be required to bring any equipment, utensils, crockery, cutlery etc. to the GPW facilities. The service provider must ensure the facilities are always kept clean and tidy.
- 1.4. The Catering facilities are to be used exclusively for the preparation of catering for consumption by GPW personnel and guests and on GPW approval.
- 1.5. Government Printing Works will review the contract 18 months from date of commencing, with regard to occupation of current building (149 Bosman Street).

**2. SCOPE OF WORK**

The Service Provider will be required to provide the following:

The duration of the contract will be for a period of three (3) years. The successful bidder shall be obliged to sign a Service Level Agreement a month after the bid is awarded.

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## 2.1. PROVISION OF A CANTEEN SERVICE

This is an all-inclusive Canteen Service providing basic meals, beverages, snacks & other items on a daily basis to on-site personnel and the provision of consumables required for the intended use.

Canteen facilities also comprise of a Kiosk for takeaways that include various types of snacks, pre-made sandwiches, chocolates, sweets, various types of crisps, various types of soft drinks (bottles & cans), various types of juices (bottles & cans), various types of ice tea, peanuts (various types), loose seasonal fruit, etc.

The GPW staff will pay the service provider directly for their orders on cash or card ( Debit and credit ) basis. The requirements for staff catering are as follows:

### 2.1.1. Normal Working Hours

(i) Normal Service Time:

Working Days (Excluding Public Holidays) Monday to Friday – 06h15 to 16h30.

(ii) The service provider must provide for services to employees who work overtime between 16h30 and 19h00, Mondays to Thursdays and Saturdays between 07h00 and 15H00.

(iii) The preferred service provider must be prepared to cater for the following:

GPW' functions, meetings and other special request.

All dietary preferences, religions, cultural and etc.

### 2.1.2. Breakfast

Breakfast must be served from 07h00 till 10h30 (seated and takeaways).

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Morning tea and coffee with refreshments shall be served from 06h30

Breakfast service includes hot and cold items: examples - fried eggs, boiled eggs, bacon, sausages, toasted sandwiches, fried tomatoes, loose seasonal fruit, soup, porridge, slices of bread (brown & white bread), hot and cold cereals, yogurt, fruit salads, muffins, tea, coffee, cappuccinos, etc.

### 2.1.3. Lunch

Lunch must be served from 12h00 till 14h00 (seated and takeaways)

Lunch service to include hot items: example - minimum 2 protein, 2 starches/ carbohydrates and vegetarian.

## 2.2. PROVISION OF A CANTEEN SERVICE

2.2.1. The service provider will also be required, on ad hoc basis, to render catering services for GPW meetings and training sessions.

### **Response Times:**

The Service Provider is to ensure that meals ordered must be prepared and delivered to the respective venue as stipulated by the GPW.

The response times shall be adhered to.

Failure to adhere to the times stipulated may result in non-payment or the reduction of the quoted price for the service.

**Note: The GPW cannot guarantee the number of meetings to be catered for.**

### 2.3. Catering for Functions/ Events

The service provider will also be required, on ad hoc basis, to render catering services for the GPW functions/events. The events may be held on-site (within GPW premises) or off-site.

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Delivery of the food to events will be the responsibility of the bidder, GPW will not provide transportation.

**Note: The GPW reserves the right to utilise the services of other catering service providers for functions/ events. This will be informed by GPW's requirements at a given time.**

#### 2.4. Subsidy

2.4.1. The Government Printing Works subsidise the following staff compliment:

	Number
Catering Manager	1
Assistant catering Manager	1
Cashier	1
Cooks	2
Food Services Assistants	3

2.4.2. The successful service provider will operate the canteen and catering service along normal business principles. The service provider will provide a staff component in accordance with above schedule, in which case the Government Printing Works will subsidise 20% of all personnel salaries as per the staff compliment in 2.4.1. If the bidder appoints more staff than requested by GPW the 20% subsidies will not be covered for this additional staff.

2.4.3. The service provider must provide a name list of personnel, which he/she intends utilizing on the premises. The Government Printing Works retains the right to disqualify any prospective staff member if it has reasonable cause to do so. Also, the service provider cannot substitute any personnel without obtaining prior written approval from the Government Printing Works.

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**2.5. Kitchen Facilities And Control**

2.5.1. The service provider shall have full access to all kitchens, stores, dining and catering areas and the supervision thereof to render canteen and catering services in terms of these conditions.

- i. The service provider shall not remove any property of the Government Printing Works from the premises of locality where it is kept by the Government Printing Works and shall ensure that these are used in a proper manner.
- ii. The service provider changes shall effect no structural to the existing premises. Any proposed change in the structure must be submitted to the Government Printing Works in writing for decision and consideration.

**2.6. Catering Equipment**

2.6.1. Maintenance, repair, renovation and replacement of catering equipment shall be done in such a manner as to ensure the least disruption of the catering services.

**Damage or loss to the catering equipment due to negligent or incorrect usage of operation on the part of the service provider or the staff under their control, shall be replaced by the service provider at their expense.**

**2.7. Telephone**

2.7.1. The GPW will provide adequate telephone facilities to fulfil the catering management services efficiently. It is however the responsibility of the bidder to pay for all calls charges.

**2.8. Parking Facilities**

2.8.1. The Catering Manager will be provided with one parking bay on the premises of the Government Printing Works.

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## 2.9. Monitoring And Control

2.9.1. The Government Printing Works Contracts Manager shall at all times have access to the facilities and goods utilised by the service provider;

- i. To determine whether the contract conditions and food specifications as indicated in the service provider's proposal are being adhered to.
- ii. To establish whether the premises, furniture, fixtures and equipment are being used in accordance with these conditions.
- iii. Maintenance of inventory control for furniture, fixtures, equipment and utensils, etc.
- iv. A standing liaison meeting between the Government Printing Works Contracts Manager and the Caterer shall be schedule on a monthly basis or as required and minute.
- v. The caterer at their expense get certificate from the City of Tshwane Municipality **CERTIFICATE OF ACCEPTABILITY FOR FOOD PREMISES** according to the *Regulations Governing General Hygiene Requirements for Food Premises and the Transport of Food. Government Notice R962 of 23 November 2012. This certificate should be valid at all times during the tenure of the contract of service.*
- vi. The Caterer will have to provide food samples to the Department of Health for testing on all food items as and when required by Government Printing Works.

### 2.9.2. Service Conditions

2.9.2.1 The contract includes for the provision of Canteen and Catering Services, and the provision of consumable supplies required for the intended use.

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- 2.9.2.2 Preparation of foods and beverages to acceptable food industry standards whilst also ensuring that no food preparation other than specified takes place on the premises.
- 2.9.2.3 Provide a ‘Meal-of-the day’ at a competitive price.
- 2.9.2.4 All menu items are to be individually priced for sale.
- 2.9.2.5 Tender prices to be fixed for the first 12 months and only one escalation per year which will exclude legislative increases. Subject to the GPW’s approval.
- 2.9.2.6 Any food price increase is to be agreed with the GPW prior to implementation.
- 2.9.2.7 The purchase prices of the items offered would be lower than surrounding market prices.
- 2.9.2.8 The GPW reserves the right to compare the rendered prices to prices in the area and other Service.
- 2.9.2.9 All menus will be reviewed on a quarterly basis to ensure customer satisfaction and interest.
- 2.9.2.10 Use only fresh ingredients for the snacks and ensure that no items that are beyond date of expiry or best before are on offer.
- 2.9.2.11 The meals/beverages served must be of high quality and prepared in a clean and hygienic manner in accordance with all health and safety regulations.
- 2.9.2.12 Provide suitable disposable containers for the serving of food & beverages.
- 2.9.2.13 Service Provider is to remove all waste (wet or dry) on a daily basis. Waste must be appropriately packaged for disposal with the use of proper refuse bags.

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2.9.2.14 The service provider will be responsible for purchasing (and payment to the suppliers) and proper keeping of their groceries and food ingredients. GPW will provide storage.

2.9.2.15 Maintain the GPW equipment in good order so as to comply with the occupational health and safety standards.

2.9.2.16 Service provider should install bank approved secured card swiping device to accept payments from debit/credit card for the orders and services.

**2.10. Termination Of Contract**

2.10.1. The service provider's right to use or occupy any part of the premises of Government Printing Works shall cease on termination of this contract.

2.10.2. The service provider shall on termination of the contract vacate the premises and hand over to the Government Printing Works all items in the Inventory Schedule in the same condition in which he/she received them, fair, wear and tear expected.

2.10.3. Both parties will settle their outstanding amount due to each party within 30 days after the termination of the contract.

2.10.4. The stipulations of the general conditions and procedure apply in particular to cases of failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.

2.10.5. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Representative of the GPW.

2.10.6. Should the service provide alienate his rights and liabilities in terms of this contract, he/she should notify GPW immediately so that the necessary steps for the cession of the contract can be taken.

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**3. MANDATORY REQUIREMENTS**

		Comply	
		Yes	No
3.1.	<b>HEALTH AND SAFETY COMPLIANCE</b>		
	The service provider must ensure compliance with Occupational Health and Safety Act		
	The service provider shall ensure that Hygiene Standards as in the SABS specification N.0156-1979 and 049-1989, as well as the Hygiene Manual where applicable, are followed at all times.		
	The service provider shall ensure that all staff under his control knows how to handle fire hazards and fire extinguishers.		
	The service provider shall ensure general cleanliness to the canteen and surrounding areas at his/her own cost.		
	Government Printing Works retains the right to inspect the service rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract.		
3.2.	<b>SECURITY REGULATIONS</b>		
	The service provider agrees to ensure that all their staff complies with the security regulations applicable to the GPW. The service provider may be required to provide proof of security clearance.		
	No information concerning the state's activities may be furnished to the public or media by the contractor or any of his/her employees.		

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3.3.	<b>CATERING STAFF</b>		
	The service provider must ensure that the personnel deployed to work at the GPW have undergone appropriate training pertaining to individual work employed for.		
	The bidder is expected to assume duty within 1 week after acceptance of the tender.		
	The service provider shall ensure that, at the commencement of the contract, all employees are deployed in complete uniform. The Dress code must comply with food hygiene standard.		
	The GPW reserves the right to requires from the bidder, that any of his/her employees be replaced, should justifiable reasons exit, in which case the employee must leave the site forthwith. GPW will not be held responsible for ant damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.		
	Ensure that the GPW is informed of any removal and replacement of personnel.		
	The bidder shall ensure that all employees must at all times present a dedicated attitude.		
	The bidder must keep proper files of all employees who are employed for rendering the service to the Government Printing Works. These documents must be available at all times to GPW for inspection.		
	The bidder will ensure that the employees must keep at all times the canteen area clean, hygienic and neat.		
	Do you supply these, or similar, services only to the GPW and not to any other client or the general public?		
	Will the bidder work solely for the GPW?		
	Will the bidder provide a written statement to this effect?		

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		Yes	No
	The GPW will provide the equipment, tools, materials and office space in order to fulfil the contract?		
	Was the bidder or any of its employees in full time employment in the GPW?		
	The bidder or any of the employees will not be allowed to trade personnel canteen services on the premises.		
	The service provider will be required to provide the following staff compliment;		
	<b>Catering Manager (x1)</b>		
	Directors of the company shall be subjected to a security vetting upon commencement of the contract. The screening is valid for 12 months and shall be renewed on an annual basis.		
	<b>Cashier (x1)</b>		
	All employees involved in the GPW canteen contract shall at the commencement of this contract be security screened by SSA. The screening is valid for 12 months and shall be renewed on an annual basis.		
	<b>Cooks (X2)</b>		
	All employees involved in the GPW canteen contract shall at the commencement of this contract be security screened by SSA. The screening is valid for 12 months and shall be renewed on an annual basis.		
	<b>Food Service Assistance (x3)</b>		
	All employees involved in the GPW canteen contract shall at the commencement of this contract be security screened by SSA. The screening is valid for 12 months and shall be renewed on an annual basis.		

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		Yes	No
3.4.	<b>LABOUR RATES</b>		
	It is expected that the bidder shall pay his/her employees at least the minimum monthly basis wage, as prescribe by the Labour Relations Act, 1995 (Act No. 66 of 1995). The wages must be in line with the grades which the canteen employees have acquired at the time of deployment at Government Printing Works.		
	The contract is for a period of three years. GPW however reserves the right to terminate the contract at any stage with one month written notice if feels that the services are rendered unsatisfactory.		
3.5.	<b>PRICE ESCALATION FEES</b>		
	Escalation fees will be effected on every anniversary and consistent with the CPI rate. The bidder is requested to submit proof for the request for a price increase.		

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#### 4. Pricing Schedule

For the purpose of this TENDER, the pricing schedule consists of the following parts:

Schedule 1 – Canteen Services

Schedule 2 – Catering Services

##### Pricing Schedule 1 – Canteen Services

Description	Unit Price		Comments
	R	C	
<b>SANDWICHES (TOASTED)</b>			
Cheese			
Cheese and Tomato			
Cheese and Ham			
Cheese, Ham and Tomato			
Bacon			
Bacon and Egg			
Bacon, Egg and Cheese			
Salami and Cheese			
Chicken Mayonnaise			
Tuna Mayonnaise			
Toasted (Fish Paste/Bovril/Peanut Butter/Melrose)			
Slice of Bread (Brown or White)			
Slice of toast bread (Brown or White)			
Description	Unit Price		Comments
	R	C	
<b>Rolls</b>			
Roast Beef and Mustard			
Cheese, Ham and Tomato			

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Cheese			
Salami and Cheese			
Egg Mayonnaise			
Chicken Mayonnaise			
Tuna Mayonnaise			
Avocado and Cheese			
Russian Roll			
Hotdog			
Chip Roll			
<b>Burgers</b>			
Hamburger			
Cheese Burger			
Egg Burger			
Cheese and Egg Burger			
Bacon and Egg Burger			
Dagwood			
Chicken Burger			
Description	Unit Price		Comments
	R	C	
<b>Hot Meals</b>			
Chips (500G)			
Pies			
Russians small			
Russians medium			
Russian large			
Frankfurters small			
Frankfurters medium			
Frankfurters large			
Vienna's			

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<b>Cold Beverages</b>			
Soft Drinks / Sodas (500ML)			
Soft Drinks / Sodas (340ML)			
Grapetiser (500ML)			
Appletiser (500ML)			
Liquifruit (500ML)			
Ice Tea (500ML)			
Energy Drinks (500ML)			
Mineral Water (500ML)			
Fruit Juices (500ML)			
Description	Unit Price		Comments
	R	C	
<b>Hot Beverages per cup</b>			
Hot Chocolate			
Rooibos Tea			
Milo			
Coffee			
<b>Pastries and Cakes (Per each)</b>			
Cake per slice (Various)			
Pastries (Various)			
Muffins (each)			
Croissants (Each)			
Scones (Each)			
<b>Something Light</b>			
Soup (cup)			
Yogurt (175ml)			
Fruit Salad (per portion)			

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Salad Platter			
Dessert (per portion)			
<b>Description</b>	<b>Unit Price</b>		<b>Comments</b>
	R	C	
<b>Lunch</b>			
<b>Meal of the day</b>			
Starch (1 serving spoon)			
Vegetables (1 serving spoon)			
Salad (1 serving spoon)			
Stew (1 serving spoon)			
Curry (1 serving spoon)			
Fish (1 serving spoon)			
Chicken (1 serving spoon)			
Beef (1 serving spoon)			
Wors (1 serving spoon)			

**Pricing Schedule 2 – Catering Services**

Description	Price per Head		Comments
	R	C	
Coffee (per cup)			
Tea (per cup)			
500ml water			
Biscuit Platter			
Sandwich Platter			
Pastry Lunch			
Finger Lunch			
Executive Finger Lunch			

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- **All prices must be inclusive of VAT.**
- **The pricing schedule is to be completed in full.**
- **Prices above will be reviewed annually taking into consideration, amongst other things, CIP rates.**

#### 4. Compulsory Briefing Session

**Failure to attend the briefing session will invalidate the bid offer**

**Date : 05 December 2019**

**Time : 10h00**

**Venue : Government Printing Works (GPW),  
149 Bosman Street, Canteen area  
Room, Pretoria**

#### 6. TENDER SUBMISSION

3.1. Tenderers are requested to initial each page of the RFT Document and sign in full where appropriate.

3.2. Tenders must be submitted:

3.2.1. in duplicate hard copies (i.e. 1 original and 1 copy of the original) no later than the Closing Date; and

3.2.2. deliver Returnable Documents to:

<b>TENDER BOX</b>	<b>HAND DELIVERY</b>
The tender box is situated: Adjacent to the main entrance, 149 Bosman Street, PRETORIA Republic of South Africa	Ms. L Sithebe Government Printing Works Supply Chain Management Section Room 16 149 Bosman Street PRETORIA Republic of South Africa

3.3. All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.

Initial here obo Tenderer

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3.4. The documentation must be completed in ink and only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.

3.5. No late Tender Submission will be accepted regardless of how late it is.

## 7. **JOINT VENTURES/CONSORTIUMS**

7.1. If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. The agreement should also state in very clear terms that the parties will be jointly and severally liable to GPW, despite the split of business and associated responsibilities.

7.2. In the case of incorporated JV or consortium, the incorporated JV or consortium must submit a valid B-BBEE verification certificate in its registered name.

7.3. In the case of unincorporated JV or consortium, the unincorporated JV or consortium must submit a consolidated valid B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFT in particular.

7.4. Subcontracting will not be allowed.

## 8. **COMMUNICATION**

8.1. All communication between the Respondents and GPW before the Closing Date must be made to the following GPW contact person:

### **Technical Aspect:**

Name: Eric Chibasa

Telephone: 012 748-6396

Email: [Eric.Chibasa@gpw.gov.za](mailto:Eric.Chibasa@gpw.gov.za)

Initial here obo Tenderer

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Name: Lufuno Mudau  
 Telephone: 012 748-3905  
 Email: [Lufuno.Mudau@gpw.gov.za](mailto:Lufuno.Mudau@gpw.gov.za)

### **Administrative Aspect**

Name: Siraj Rizvi  
 Telephone: 012 748-6380  
 Email: [Siraj.Rizvi@gpw.gov.za](mailto:Siraj.Rizvi@gpw.gov.za)

Name: Annamarie du Toit  
 Telephone: 012 748-6292 or 082 809 2176  
 Email: [Annamarie.DuToit@gpw.gov.za](mailto:Annamarie.DuToit@gpw.gov.za)

- 8.2. A Tender Submission will be disqualified should any attempt be made by the submitting Tenderer either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

## **9. PRE-QUALIFICATION AND EVALUATION**

### **9.1.1. Stage 1: Administrative Compliance**

All the following questions must be answered "Yes" by GPW in respect of each Tender Submission in order for such Tender Submission to progress to Stage 2 for further pre-qualification.

<b>ITEM</b>	<b>QUESTION</b>	<b>ANSWER (YES/NO)</b>
1.	Was the Tender Submission submitted on time?	[only for GPW to answer]
2.	Have all the Returnable Documents been submitted?	[only for GPW to answer]
3.	Are all the Returnable Documents valid? (i.e. not altered by the Tenderer). Tenderers are not allowed to amend and/or produce their own versions of the Returnable Documents provided by GPW, except on prior written consent from GPW.	[only for GPW to answer]

Initial here obo Tenderer

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**9.1.2. Stage 2: Substantive Compliance**

GPW must be satisfied, in its sole discretion, that each Tender Submission has passed the substantive compliance test. The substantive compliance test will entail the following assessments:

ITEM	ASSESSMENT	(YES/NO)
1.	Assess whether the Returnable Documents have been comprehensively filled in (where appropriate), stamped and/or signed.	[only for GPW to answer]
2.	Assess whether the Tender Submission is complete, with pricing, etc.	[only for GPW to answer]

**9.1.3. Stage 3: Technical Compliance**

9.1.3.1. Awarding of points on functionality to short listed service providers.

9.1.3.2. Bidders must motivate what experience and expertise they have in delivering a canteen and catering service.

The service provider must provide a name list of personnel, which he/she intends utilising on the premises. The Government Printing Works retains the right to disqualify any prospective staff member if it has reasonable cause to do so. Also, the tenderer cannot substitute any personnel without obtaining prior written approval from the Government Printing Works.

9.1.3.3. The bid will be evaluated on the basis of functionality, which is mandatory.

1.	Company profile / Resources (Mandatory)	Weight	Own Score
1.1	Provide CVs of each staff member that will perform work on the premises of GPW as follows: Catering Manager, Assistant catering Manager, Cashier, 2 x Cooks and 3x Food Service Assistants.	<b>30</b>	

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2.	<b>Methodology</b>		
2.1	<p>Project execution plan (Administration, Dietetics, Purchasing, Human Resources, Training, Operations and Implementation plan), the plan must indicate how the service is going to be rendered on daily basis</p> <ul style="list-style-type: none"> <li>i. OHS</li> <li>ii. Cleaning</li> <li>iii. Staff Uniforms</li> <li>iv. How will problem-solving be resolved</li> <li>v. Develop programmes for the staff</li> <li>vi. Explain how members of staff can be replaced at short notice if the need arise. Typically, temporary employees are used to replace permanent employees' on leave, in training or in the event of absenteeism.</li> <li>vii. Explain what quality control measure will be put in place to measure performance and quality assurance of the food provide to the GPW staff</li> <li>viii. Explain how events will be handled and how will food be delivered to the event.</li> <li>ix. Operation phase: Delivery pf supplies, monthly invoices, monthly meetings, quality issues, maintenance of equipment and waste management.</li> </ul>	<b>30</b>	
3	<b>Experience</b>		
3.1	<u>Years of operation of the company; in providing canteen services</u>	<b>25</b>	
	<ul style="list-style-type: none"> <li>i. 11and above</li> <li>ii.</li> </ul>	<b>25</b>	
	<ul style="list-style-type: none"> <li>iii. 9 to 10 years</li> <li>iv.</li> </ul>	<b>15</b>	
	<ul style="list-style-type: none"> <li>v. 7 to 8 years</li> </ul>	<b>15</b>	
	<ul style="list-style-type: none"> <li>vi. 5 to 6 years</li> </ul>	<b>5</b>	

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3.2	<b>References</b>		
3.3	<p><b>Submit at least five (5) recent letters of references (over the past 12 months) with contact details</b></p> <ul style="list-style-type: none"> <li>• Not older than 12 months</li> <li>• Be on official letterhead of institution to whom services were rendered</li> <li>• Clear contact details so that the references could be followed up</li> <li>• Description/details of services/projects rendered</li> <li>• Time frame when project was carried out</li> </ul>	<b>15</b>	
	<u>Break Down of the weight</u>		
	One recent letter	<b>5</b>	
	Three recent letters	<b>10</b>	
	Five recent letters	<b>15</b>	
	<b>TOTAL POINTS</b>	<b>100</b>	
	<b>Minimum threshold</b>	<b>75%</b>	

9.1.3.4. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 75% for functionality will be evaluated further and scored in terms of pricing and B-BBEE as indicated hereunder.

The points for price will be based on the monthly rate.

**Stage 4: Price and B-BBEE**

9.1.3.5. The following weighting will apply to price and B-BBEE in accordance with the provisions of the relevant Procurement Laws.

Evaluation Criteria	Final Weighted Score
Price	80
B-BBEE	20
TOTAL SCORE	100

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9.1.3.6. GPW will utilise the following formula in its evaluation of price:

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

PS = Score for Tender Submission under consideration.

Pt = Price for Tender Submission under consideration.

Pmin = Lowest price tendered in relation to all the Tender Submissions.

9.2. Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Tenderers who do not provide their verification certificates or who are non-compliant shall receive a zero score for B-BBEE.

## 10. CONDITIONS OF TENDER

10.1. Failure to complete any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or otherwise comply with other provisions contained in this RFT, may disqualify Tenderers, at GPW's discretion.

Initial here obo Tenderer

10.2. GPW reserves the right to:

10.2.1. make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;

10.2.2. cancel this RFT or any part thereof at any time;

10.2.3. not necessarily accept the Tender Submission obtaining the highest Score;

10.2.4. reject any Tender that:

10.2.4.1. fails to commit to the key deliverables required by this RFT;

10.2.4.2. is submitted not as set out in clause 3;

10.2.4.3. contains any information that is found to be incorrect or misleading in any way; or

10.2.4.4. is not completed in full and/or initialled as required.

10.3. During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.

10.4. After the Closing Date, GPW may request additional information, clarifications or verifications with respect to any of the Tender Submissions. The Tenderers shall respond within the timeframes as set by GPW.

10.5. GPW may, at its sole discretion, call upon Tenderers to attend clarification meetings.

10.6. The bidder shall prepare for a possible presentation should the GPW require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this tender.

Initial here obo Tenderer

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- 10.7. Tenderer's delivery of a Tender Submission constitutes acceptance by Tenderer of the Conditions of Tender.
- 10.8. This RFT is an invitation to the Tenderer to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Tenderer unless and until the formal contract and service level agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officials, employees, advisers and/or representatives) and the Tenderer will constitute an agreement or representation that GPW will offer, award or enter into a contract.
- 10.9. Once the Tenderer has submitted its Tender Submission, GPW will not accept or allow any material modification of the information contained in the Tender Submission unless agreed during the negotiations phase. No substitution of information or documentation by the Tenderer will be permitted under any circumstance once the Tenderer has delivered its Tender Submission.
- 10.10. Validity Period
- 10.10.1. All Tender Submissions shall remain valid for 90 days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than 90 days.
- 10.10.2. Tender Submissions, including pricing, will be considered to be firm throughout such period, based on the scope of services as specified in this RFT, and subject to the contractual documentation included in the RFT.
- 10.11. The Tenderer's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Tenderer's sole risk, cost and expense. GPW will not be responsible, whether on the basis of any promissory estoppel, quantum merits or on any other contractual, quasi-contractual,  
Initial here obo Tenderer
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restitutionary or other grounds, for any costs or expenses incurred by the Tenderer in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Tenderer's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Tenderer.

10.12. This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.

10.13. Collusive Conduct; Improper Assistance; No Inducements.

10.13.1. As declared in the relevant Returnable Document, neither the Tenderer nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

10.13.2. Neither the Tenderer nor any of its officers, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by GPW in conjunction with the RFT process, from any GPW employee, adviser or other representative with respect to this RFT process.

10.13.3. Neither the Tenderer nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of GPW's officials, employees, advisers or other representatives, with respect to this RFT process.

10.13.4. In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a

Initial here obo Tenderer

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Tenderer that engages in any conduct described in clauses 10.13.1 to 11.13.3

#### 10.14. Proprietary Rights in RFT and Tender Submissions

GPW shall own all intellectual property rights in the information and ideas developed during the procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Tenderer.

#### 10.15. Publicity

The Tenderer shall not refer to GPW or this RFT in any of its publicity or advertising materials without GPW's approval which may be withheld at GPW's sole discretion.

#### 10.16. Decisions on Tenders

10.16.1. The decision by the Chief Executive Officer or other authorized delegate of GPW regarding the awarding of a contract shall be final.

10.16.2. Where a contract has been awarded on the strength of information furnished by the Tenderer, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, GPW may, in addition to any other legal remedy it may have:

10.16.2.1. recover from the Tenderer all costs, losses or damages incurred or sustained by GPW as a result of the award of the contract; and/or

10.16.2.2. cancel the contract and claim any damages which GPW may suffer as a result of having to make less favourable arrangements; and/or

10.16.2.3. impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

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#### 10.17. Notification

Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Tenderer to notify GPW thereof.

#### 10.18. Restriction from Tendering or Contracting

The Chief Executive Officer of GPW may, in addition to any other legal remedies GPW may have, determine that no offer from a Tenderer should be considered, or determine that a contract should be cancelled, if the Chief Executive Officer is of the opinion that a Tender Submission or Tenderer has:

10.18.1. failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;

10.18.2. failed to react to written notices properly sent to it; and/or

10.18.3. offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.

#### 10.19. Representation

10.19.1. Each Tenderer hereby represents and warrants to GPW that the information provided herein is true and correct as at the Closing Date.

10.19.2. By signing this RFT Document, the Tenderer is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and GPW will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Initial here obo Tenderer

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BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....VALIDITY PERIOD: 90 DAYS

**11. IMPORTANT DATES AND TIMES**

11.1 Key Dates and Activities

The table below lists certain key dates and activities relevant from time of Issuance of this RFT until the Closing Date:

No	Description	Date and Time
1	RFT Documents available on website	22 November 2019
2	Last date to submit written clarification questions	02 December 2019
3	Last date for GPW to respond to written questions, if any, in writing	05 December 2019
4	Closing Date	13 December 2019

Any time or date in this RFT is subject to change, at the discretion of GPW. The establishment of a time or date in this RFT does not create an obligation on the part of GPW to take any action, or create any right in any Tenderer that any action be taken, on the date established or on any other date. GPW may in its sole discretion vary or extend any time or date in this RFT.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

For and on Behalf of \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Who hereby warrants his authority

Initial here obo Tenderer

\_\_\_\_\_

BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....VALIDITY PERIOD: 90 DAYS

Annexure SBD 1



**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 334-4542 Fax: (012) 323-0009

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE GOVERNMENT PRINTING WORKS (“GPW”)**

BID NUMBER: **GPW-C 18**

CLOSING DATE: **13 DECEMBER 2019**

CLOSING TIME: **11:00**

**DESCRIPTION:**

**BID FOR THE APPOINTMENT OF A CANTEEN AND CATERING SERVICE PROVIDER FOR THE GOVERNMENT PRINTING WORKS (GPW), REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF THREE YEARS COMMENCING 1 JANUARY 2020 AND TERMINATING 31 DECEMBER 2022**

**The Successful Respondent will be required to sign the SLA.**

TENDER SUBMISSIONS MUST BE DEPOSITED AT EITHER OF THE FOLLOWING:

<b>TENDER BOX</b>	<b>HAND DELIVERY</b>
The tender box is situated:  Adjacent to the main entrance, 149 Bosman Street, PRETORIA Republic of South Africa	Ms. L Sithebe Government Printing Works Supply Chain Management Section Room 16 149 Bosman Street PRETORIA Republic of South Africa

Initial here obo Tenderer

BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....VALIDITY PERIOD: 90 DAYS

**Respondents must ensure that Tenders are delivered timeously to the correct address. If the Tender is delivered late, it may not be accepted for consideration.**

**ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED), HOWEVER, RESPONDENTS MAY COMPLETE THE FORMS ELECTRONICALLY AND SUBMIT PRINTED AND DULY SIGNED HARDCOPIES OF THE FORMS.**

THIS RFT IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000, THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, AND THE DEFINITIVE AGREEMENT, AMONGST OTHER LAWS AND/OR AGREEMENTS.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF RESPONDENT .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

MOBILE NUMBER OF REPRESENTATIVE.....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER (if applicable) .....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE (SBD 2) BEEN SUBMITTED? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (SBD 6.1) BEEN SUBMITTED? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR .....

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

Initial here obo Tenderer

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BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: ..... VALIDITY PERIOD: 90 DAYS

SIGNATURE OF RESPONDENT

.....

DATE .....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED.....

TOTAL TENDER PRICE  
.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO THE CONTACT PERSON AS INDICATED PER SECTION A PAR. 9.1 OF THE RFT DOCUMENT.**

Initial here obo Tenderer

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Annexure SBD 4



**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 334-4542 Fax: (012) 323-0009

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this RFT. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Respondent or its authorised representative declare its position in relation to the evaluating/adjudicating authority where the legal person on whose behalf the Tender is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**
  - 2.1 Full Name of Respondent's representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Respondent (director, trustee, shareholder<sup>2</sup>, member):

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Initial here obo Tenderer



BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....VALIDITY PERIOD: 90 DAYS

.....  
2.4 Registration number of Respondent: .....

2.5 Tax Reference Number (if any): .....

2.6 VAT Registration Number (if any): .....

2.7 Are you or any person connected with the Respondent presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....  
Name of state institution at which you or the person connected to the Respondent is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the Tender Submission?

**(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)**

Initial here obo Tenderer

BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....VALIDITY PERIOD: 90 DAYS

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2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors/ trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the Respondent, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/or adjudication of this Tender?

**YES / NO**

2.9.1 If so, furnish particulars:

.....  
.....  
.....

2.10 Are you, or any person connected with the Respondent, aware of any relationship (family, friend, other) between any other Respondent and any person employed by the state who may be involved with the evaluation and or adjudication of this Tender?

**YES / NO**

2.10.1 If so, furnish particulars:

.....

Initial here obo Tenderer

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BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: ..... VALIDITY PERIOD: 90 DAYS

.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the Respondent have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

**3. DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Respondent

--End of Annexure SBD 4 --

Initial here obo Tenderer

Annexure SBD 6.1



**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 334-4542 Fax: (012) 323-0009

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference points claim form, must form part of all Tenders 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, RESPONDENTS MUST STUDY THE DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE status level of contribution.

1.3.1 The maximum points for this bid are allocated as follows:

**POINTS**

1.1.3.1 **PRICE**.....80

Initial here obo Tenderer

**1.1.3.2 B-BBEE STATUS LEVEL OF CONTRIBUTION.....20**  
**(Total points for Price and B-BBEE must not exceed 100)**

1.4 Failure on the part of a bidder to fill in and/or sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE Status Level Of Contribution are not claimed.

1.5 The Government Printing Works (“GPW”) 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 GPW.

**2. DEFINITIONS**

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

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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;

2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “**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;

2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;

2.10 “**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;

2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. Points awarded for B-BBEE status level of contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, 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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.

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

5.6 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.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE status level of contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8. SUB-CONTRACTING**

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

8.1.1 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.....YES / NO (delete which is not applicable)

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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BID NUMBER: GPW-C 18

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: .....VALIDITY PERIOD: 90 DAYS

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9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

9.4 Type of Company/ Firm

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

**[TICK APPLICABLE BOX]**

9.5 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

**[TICK APPLICABLE BOX]**

9.6 The total number of years the company/firm has been in business?.....

9.7 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-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the GPW that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the GPW may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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

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cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1 .....

2 .....

<p>..... SIGNATURE(S) OF RESPONDENT(S)</p>
--

DATE: .....

ADDRESS: .....

.....

.....

--End of Annexure SBD 6.1 --

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**Annexure SBD 8**



**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 334-4542 Fax: (012) 323-0009

**DECLARATION OF RESPONDENT’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Respondent may be disregarded if that Respondent, or any of its directors have-
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	<p>Is the Respondent or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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BID NUMBER: GPW-C 18

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BIDDER NAME: ..... VALIDITY PERIOD: 90 DAYS

4.1.1	If so, furnish particulars:		
4.2	Is the Respondent or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004?  <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>). Follow the link and click on the icon “Register for the Tender Defaulters” (which you will find at the bottom of the page), or submit a request for a hard copy of the Register to facsimile number (012) 326 5445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Respondent or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Respondent and any organ of state terminated during the past five years on account of a failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Respondent**

--End of Annexure SBD 8 --

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Annexure SBD 9

**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 334-4542 Fax: (012) 323-0009

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>3</sup> invited.
  
2. 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).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
  - 2.1 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 authorizes Accounting Officers and Accounting Authorities to: is regard 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.

<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> 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 not to compete.

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BID NUMBER: GPW-C 18

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- 2.2 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.
  
- 3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the Tender:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying Tender:

**BID FOR THE APPOINTMENT OF A CANTEEN AND CATERING SERVICE PROVIDER FOR THE GOVERNMENT PRINTING WORKS (GPW), REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF THREE YEARS COMMENCING 1 JANUARY 2020 AND TERMINATING 31 DECEMBER 2022**

in response to the RFT made by: **THE GOVERNMENT PRINTING WORKS**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:

(NAME OF RESPONDENT)

- (i) I have read and I understand the contents of this Certificate;
  
- (ii) I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
  
- (iii) I am authorized by the Respondent to sign this Certificate, and to submit the accompanying Tender, on behalf of the Respondent;

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- 
- (iv) Each person whose signature appears on the accompanying Tender has been authorized by the Respondent to determine the terms of, and to sign the Tender, on behalf of the Respondent;
- (v) For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
- (a) has been requested to submit a Tender in response to this RFT;
  - (b) could potentially submit a Tender in response to this RFT, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Respondent and/or is in the same line of business as the Respondent.
5. The Respondent has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a Tender;

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<sup>5</sup> 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.

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- (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
- (f) bidding with the intention not to win the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFT relates.
  
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
  
9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 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 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Signatory

--End of document--

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# THE NATIONAL TREASURY

## Republic of South Africa



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### GOVERNMENT PROCUREMENT:

### GENERAL CONDITIONS OF CONTRACT

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**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

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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
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14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
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25. Force Majeure
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- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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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.

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- 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.

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- 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.

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### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation 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](http://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 document 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.

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## 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

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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.

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- 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

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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

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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.

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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**

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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.

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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;

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(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.

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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 antidumping 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  
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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

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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.

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**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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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.

General Conditions of Contract (revised July 2010)

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