

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DSDP 52/24	CLOSING DATE:	13 September 2024	CLOSING TIME:	11H00
DESCRIPTION	Supply and Delivery of Perishable Provisions at Mavambe Secure Care Centre for a period of thirty-six (36) months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA		CONTACT PERSON	Nemungadi MD	
TELEPHONE NUMBER	(015) 230 4440 or 079 699 2308		TELEPHONE NUMBER	(015) 851 7911 or 071 301 9353	
FACSIMILE NUMBER	(015) 291 2226		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<u>SeopaPA@dsd.limpopo.gov.za</u>		E-MAIL ADDRESS	<u>NemugadiMD@dsd.limpopo.gov.za</u>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATION 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:.....

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR ONE HUNDRED AND TWENTY **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Item No	Quantity	Description	Bid Price in RSA Currency (All applicable taxes included)
		Supply and Delivery of Perishable Provisions at Mavambe Secure Care Centre for a period of thirty-six (36) months	

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES	/	NO
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2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES	/	NO
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2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
Youth	5	
Persons with Disabilities	2	
Enterprise located in Limpopo	8	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

<p>..... SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3.** “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4.** “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5.** "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6.** “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7.** “Day” means calendar day.
- 1.8.** “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9.** “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10.** “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11.** "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that

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

1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "GCC" means the General Conditions of Contract.

1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17.** “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18.** “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19.** “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20.** “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21.** “Purchaser” means the organization purchasing the goods.
- 1.22.** “Republic” means the Republic of South Africa.
- 1.23.** “SCC” means the Special Conditions of Contract.
- 1.24.** “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25.** “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1.** These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2.** Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3.** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1.** Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2.** With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1.** The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract Documents and information; inspection.**
- 5.1.** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2.** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices** 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments** 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the

extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination
for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be

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

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

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

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

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has

been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 24. Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or 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 be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the

cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- 26. Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 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.



DEPARTMENT OF
SOCIAL DEVELOPMENT

**TERMS OF REFERENCE FOR SUPPLY AND DELIVERY OF PERISHABLE PROVISIONS
AT MAVAMBE SECURE CARE CENTRE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

1. DEFINITIONS

DEFINITIONS	
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	These are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favor of the Department
Bidders	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Social Development to submit a bid in response to this bid invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	Several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and

	knowledge for the purpose of executing this bid
Department	The Limpopo Department of Social Development
Disability	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being
Firm Price	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 a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract
Functionality	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
Goods	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Social Development's delegate by the successful Bidder in terms of this bid
Joint Ownership	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses
Management	In relation to an enterprise or business, an activity inclusive of control, and performed daily, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	Any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her

Rand Value	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person
Asset	Refers to property, information and personnel

2. PURPOSE

The purpose of this terms of reference is to invite suitable service providers to submit a proposal for the provision of supply and delivery of perishable provisions at Mavambe Secure Care Centre, situated at Mavambe Village, Collins Chabane Local Municipality.

3. INTRODUCTION

The Department of Social Development would like to appoint service providers that are meeting minimum requirements to ensure uninterrupted supply and delivery of perishable provisions at Mavambe Secure Care Centre for a Thirty-Six (36) Months,

4. BACKGROUND

4.1. The Mavambe Secure Care Centre is the Department of Social Development's facility which admits children that are:

4.1.1 In conflict with the law, who are on diversion, awaiting trial, and sentenced (secure care programmes for children between 14 and below 21 years).

4.1.2 Referred for residential diversion programmes.

4.1.3 Sentenced (up to maximum of 21 years) to serve a period not exceeding five years. The facility also provides therapeutic programmes designed for the residential care of

children outside the family environment.

- 4.2.** Children who committed serious crimes and require residential programme while awaiting trial, referred for residential diversion or sentenced must be managed and be provided with basic needs as per Children's Act and Child Justice Act.
- 4.3** It is the responsibility of the department to ensure that children are provided with nutritious and balanced meals on daily basis.

5.SCOPE OF SERVICE IN THE DEPARTMENT OF SOCIAL DEVELOPMENT

The department has developed the following Specifications which service providers have to take note of when bidding.

6. DESCRIPTIONS OF THE REQUIRED ITEMS

6.1. MEAT

6.1.1. FRESH RED MEAT

- 6.1.1.1** All meat must be clean, free from, decay or disease, and any bruising, skirting, neck and udders must be cut away to the satisfaction of the responsible inspector and / or receiving officer. There must be ten ribs on fore quarters and three ribs on hindquarters.
- 6.1.1.2** If there is an order for cut-up full quarters of which the mass is less than that of a full quarter, meat must be delivered from such a cut-up quarter containing a reasonable portion of "best" cuts in relation to the other parts.
- 6.1.1.3** These Colour coding will be accepted: Purple = A grade, Brown = B grade and Red = C grade.

6.2. Meat cuts: Class B (1 - 3mm fat layer)

- (a) Bolo, whole
- (b) Bolo, cubed (20mm x 20mm x 20 mm)
- (c) Chuck
- (d) Shin, cubed with bone (50mm x 50mm x 50 mm)
- (e) Silverside, fresh
- (f) Stewing beef (50mm x 50mm x 50 mm) (78% meat, 2% fat, < 20% bone)

- (g) Topside, cubed (20mm x 20mm x 20 mm)
- (h) Topside, whole
- (i) Topside, slices, tenderised (thickness ± 12 mm -15 mm, mass ± 100 g - 110 g)

7.1 MINCED MEAT

7.3.1. Scope

- a) This specification covers minced fresh meat.
- b) The following definition applies for the purposes of this specification.
 - (i) Minced meat is defined as the minced muscular tissue from the bones of cattle or sheep and not a mixture of the two.

7.3.2. Physical and chemical requirements

a) Composition:

- (i) Minced meat must consist only of lean meat and fats
- (ii) The fat content may not exceed 30%.
- (iii) The product must contain at least 2, 22% of protein nitrogen.
- (iv) Grain products or other fillers, spices or other flavouring and preservatives may not be added.

b) Appearance

- (i) The product must be good in colour and general appearance.

c) Taste and smell

- (i) When the necessary spices, etc., are added in accordance with normal usage and the product is ready to be served, it must have a pleasant taste.
- (ii) No foreign odour may be present.

d) Nitrate :

- (i) The product may not contain any nitrate.

7.3.3. General requirements

a) Conditions under which the product must be manufactured:

- (i) The premises in which minced meat is manufactured must at all times comply with both the general requirements of Section 2 and the applicable specific requirements of Section 4 of the latest edition and amendment, if any, of SABS 049: Code of Practice for Food Hygiene Management.

b) Requirements for raw materials

- (i) The meat must be fresh, untainted, healthy muscle tissue and fat of beef or sheep only.
- (ii) The meat must be from carcasses approved in accordance with the existing veterinary requirements.
- (iii) Frozen or cured meat may not be used in the preparation of these products. The cut-offs used must as far as possible be free from sinews and other connective tissue.
- (iv) Cut-offs that are bruised or are from parts of the head other than the jaw muscles may not be used.

7.4. BOEREWORS (MAXIMUM FAT CONTENT 30%)

7.4.1. Lean meat 2 parts

7.4.2. Fat 1 part

7.4.3. Total meat content at least 90% (lean meat plus fat)

7.4.4. Cereal and starch products not more than 6%

7.4.5. Salt not more than 1,5%

7.4.6. Standard herbs, spices, vinegar, harmless flavourants and permitted food additives.

8. PROCESSED MEAT

8.1. CHICKEN POLONY

8.1.1. Physical requirements

Polony must have the following characteristics:

- a) Firm, fine texture
- b) Pink in colour
- c) Cylindrical in shape
- d) Must have no bone, cartilage or grittiness
- e) Outer surface must be clean and free of any foreign matter
- f) No rancidity

8.1.2. Packaging

- a) The polony must have a tight coltec casing.
- b) The product name, company details, weight and expiry date must appear on the packaging.

8.2. VIENNAS

8.2.1. Physical requirements:

- a) Vienna's must have the following characteristics:
 - (i) No bone, cartilage or grittiness
 - (ii) Soft and juicy
 - (iii) Reddish-brown outside with pink or light-brown emulsion
 - (iv) No rancidity
 - (v) Must not contain pork

8.2.2. Packaging

- a) Vienna's must be packed in airtight plastic covering.
- b) The product name, company details, weight and expiry date must appear on the packaging.

9. POULTRY

9.1. All products delivered must comply with at least the grading quality. Packing and marking requirements for Grade-A slaughtered poultry as set out in the regulations made in terms of section 15 of the Agricultural Product Standards Act, 1990. The term poultry is used to describe all domesticated birds that are intended for human consumption, for example chickens, turkeys, etc.

9.1.1. Fresh and refrigerated poultry

- (a) Poultry must be free from diseases. Grade A-poultry, well fleshed, without bruises and torn skin is required.
- (b) Slaughtered poultry must be plucked and cleaned properly.
- (c) Poultry must be well bled.

9.1.2. Frozen chicken

- a) Frozen slaughtered poultry portions must comply with the requirements for fresh slaughtered poultry. The portions temperature must not exceed -18°C during storage and transportation.

9.2. Packaging and shelf life

9.2.1. The fresh or frozen portions can be packed in bulk in foil-lined boxes or different weight bags.

9.2.2. Poultry must be packed whole or cut into portions (e.g. thighs, drumsticks, wings and breasts).

9.2.3. Fresh poultry must be used within 2 - 3 days or can be frozen for not more than (six) 6 months.

9.3. Production processes

9.3.1. (IQF) Individually Quick Frozen: the portions are firstly packed and then frozen, but the portions are separate from each other after the freezing process. The portions must be frozen up to -10c within 30min. The portions are packed in 1.8kg plastic bags. Each carton must contain 6 x 1.8kg bags.

9.4. Required portion sizes are as follow:

- 9.4.1. Drumsticks : 5 - 6 drumsticks per packet.
Each packet must weigh 750g
Portion size range between 125g - 150g
- 9.4.2. Thighs : 4 - 5 thighs per packet.
Each packet must weight 750g
Portion size range between 150g - 180g
- 9.4.3. Breasts : 3 - 4 breast per packet.
Each packet must weigh 750g
Portion size range between 250g - 280g

NB: (QF) Quick frozen : Small packaging, quick frozen, (although not individually quick frozen), within a carton are also acceptable.

9.5. Carton mass

9.5.1. The net mass of the meat (chicken) must be written on the carton.

9.6. Carton identification

9.6.1. “*QUICK FROZEN CHICKEN PORTIONS* “must be written on top and on the sides of the carton.

10. INSPECTION, PACKAGING, DISPATCHING AND COMPLIANCE WITH THE REGULATIONS

10.1. Inspection

10.1.1. If an Environmental Health Practitioner of the abattoir is available, no meat will be accepted unless he or she has approved it and stamped or marked it to show that it complies with the specification requirements. If such inspector is unavailable, the decision of the receiving officer must be final on the question whether the meat complies with the specifications or not.

10.1.2. In areas in which the necessary facilities exist the animals must be slaughtered in a recognized abattoir, and the carcasses must be approved and stamped by a meat hygiene inspector. In other areas the meat must be approved and stamped by a recognized authority (a health officer, a veterinarian or qualified meat inspector).

10.1.3. Fresh meat may not be treated with a preservative.

10.1.4. If required, slaughtered animals must be slaughtered 24 - 48 hours before the delivery of the meat.

10.2. Packaging

10.2.1. Meat must be packed in clear see-through plastic bags. The film used for covering packages of fresh meat must be permeable to oxygen so that the meat remains bright red. Vacuum packing is not permitted.

10.3. Dispatching

10.3.1. Meat that has to be transported must be transported in a hygienic way and covered suitably so that it is protected against dust and other contamination to the satisfaction of the receiving officer.

10.3.2. Meat that is to be dispatched by rail must be packed in hessian bags or stitched in similar material and/or packed in containers so that it will be free from contamination.

10.3.3. Meat must be delivered at a time determined by the receiving officer.

10.3.4. No frozen meat may be delivered, except in cases where such meat is requested, or its delivery is specifically authorized. Meat that has been thawed once or more than once and refrozen will not be accepted.

10.3.5. The method of transporting the product at the time of dispatch must be such that the product reaches its destination in a sound condition i.e. refrigerated truck and the following temperatures must be adhered to:

- (i) Red meat : 5°C
- (ii) Fruit and vegetables : 5°C
- (iii) Chicken (frozen) and Fish : -5°C
- (iv) Milk and dairy products : 4°C
- (v) Bread and eggs shall be received at temperature not exceeding 25°C.

10.4. Compliance with regulations

10.4.1. With regards to meat, the classes must be in accordance with the regulations relating to the classification and marking of meat as contained in Government Notice No. R1748 of 26 June 1992.

10.4.2. The product and conditions under which it is prepared and delivered must comply with both the preceding requirements and all applicable statutory and other regulations that are in force.

11. EGGS

11.1. Physical Requirements

11.1.1. Eggs must be clean and have intact shells.

11.1.2. The shell membrane must be firm.

11.1.3. Eggs must be free from blood spots, absorbed odours, and any signs of embryo development or mould.

11.2. Packaging

11.2.1. Eggs must be packed together according to size and grade.

11.2.2. The product name, grade, number of eggs, expiry date, and the name and address of supplier, must appear on the exterior part of the packaging.

11.2.3. Eggs may be stored in a cold room for 9 - 10 weeks.

12. DAIRY PRODUCTS

12.1. Milk

12.1.1. Milk and milk products must be delivered daily or twice a day, as required by the receiving officer.

12.1.2. The temperature of milk may, after refrigeration and until delivered, under no circumstances be above 4°C. No preservative or any other additive may be added to the milk.

12.1.3. No colostrum may be present.

12.1.4. Milk must be pasteurized.

12.1.5. Milk must be from a certified dairy supplier and must not be diluted.

12.1.6. The strictest hygienic measures must be applied in the production, handling and delivery of milk, and the dairy may be inspected at any time prior or after award of the bid.

a) Characteristics of pasteurized milk

- (i) The product must remain fresh until the date of expiry printed on the container.
- (ii) The product must have the typical fresh, slightly sweet taste of normal milk.
- (iii) The flavours and/or foreign matter must not be present in the product.
- (iv) Pasteurized milk must be classified as full cream, low fat or fat free milk.

b) Microbiological Requirements

- a) The milk must be microbiologically safe for human consumption.

c) Packaging

- (i) The company name, product name and production date, as well as a best use before date must be visible on the packaging for storage and rotation purposes.
- (ii) Fresh, pasteurized milk must be packed in 2 litre clear plastic bottles.

d) Transportation

- (i) The product must be transported in refrigerated delivery trucks. An unrefrigerated truck with a canopy is therefore unsuitable and will not be accepted.

12.2. CHEESE

12.2.1. Requirements:

- (i) The texture of cheese may range from soft to semi soft.
- (ii) The different types of cheese include Cheddar, and Gouda.
- (iii) Cheddar – Yellow, circular, cylindrical loaf, slices, cubes, shredded or grated.
- (iv) Gouda – Yellow, ball shaped with flattened top and bottom

12.2.2. Packaging

- (i) The label must reflect the name of the product, weight, nutritional information and expiry date.

12.3. YOGHURT

12.3.1. Physical requirements:

- (i) Yoghurt may be plain or have different flavours.
- (ii) Yoghurt must be low fat.
- (iii) Yoghurt must contain AB cultures.
- (iv) There must be no sign of separation of the yoghurt.

12.3.2. Packaging

- (i) Yoghurt must be packaged in strong plastic tubs and be packed in single layers in boxes.
- (ii) The tub must contain the product name, sell-by date, production date, and details of the company.

13. BREAD AND CONFECTIONERY

13.1. Physical requirements:

13.1.1. Only white, brown and whole-wheat bread must be supplied.

13.1.2. All bread must be fresh, clean and free from any ropiness, grit and other foreign matter.

13.1.3. Loaves must be of the correct mass and not be deformed.

13.1.4. Bread must be fortified in accordance with the regulation relating to the fortification of certain foodstuffs, R7634 of 7 April 2003.

13.2. Conditions of delivery:

13.2.1. Bread must be delivered daily at times stipulated in the service level agreement.

13.2.2. Delivery must be made in a closed truck or canopied light delivery vehicle.

13.2.3. Bread must be delivered in crates to avoid stampede.

13.3. Packaging

13.3.1. Bread must be packed in transparent plastic bags.

13.3.2. The product name, weight, expiry date, nutritional information and company name must appear on the packaging.

13.3.3. The plastic wrapping of the bread must have a fortification logo as indicated hereunder.



14. FRESH VEGETABLES

14.1. Broccoli

14.1.1. Physical requirements:

- a) The heads must be green, compact, free from inter-leaves, not woolly or overripe.
- b) Free from damage by self-heating or other factors.
- c) The stem must be cut neatly just below the junction with the outer leaves.

14.1.2. Packaging

- a) Broccoli must be packaged in boxes or transparent plastic bags.

14.2. Cauliflower

14.2.1. Physical requirements:

- a) The heads must be snow white or creamy white, compact, free from inter-leaves, not woolly or over ripe, free from damage by self-heating or other factors.
- b) The stem must be cut neatly just below the junction with the outer leaves.
- c) The overlapping leaves of each head must be fresh, green and of sufficient length to protect the head.

14.2.2. Packaging

- a) Cauliflower must be packed in boxes or transparent plastic bags.

14.3. Green beans

14.3.1. Physical requirements:

- a) Beans in a container must all have the same characteristics and must approximately be of the same length.
- b) Colour and condition of the pods (coverings) - Pods must be:
 - (i) Well-developed and firm, overripe pods or pods with defects must be excluded.
 - (ii) Have a green colour, depending on the variety, and must be fresh, free from leaves or stems.
 - (iii) Trimmed green beans must be clearly marked as **"topped and tailed"** or any other suitable expression indicating that the beans have been trimmed.
 - (iv) In the case of green beans classified as Class 1.
 - (v) The pods must be closed, tender, young and turgescient.
 - (vi) The seeds must, if present, be small and soft.
 - (vii) The pods must be free from rust spots.

14.3.2. Packaging

- a) Green beans must be packaged in boxes or transparent plastic bags.

14.4. Green peas

14.4.1. Physical requirements:

- a) Cultivar (class) and uniformity.
- b) Peas in any one particular container must have the same class.
- c) Characteristics and must approximately be of the same size.
- d) The pod must be smooth, have a uniform green colour and may not show signs of wilting and fading.

14.5. Beetroot

14.5.1. Physical requirements:

- a) The beetroot must be fresh, well developed and firm, fairly clean and have no woody fibres.
- b) Beetroot must have a regular shape and be free from secondary roots or damage caused by cracks, sprouts, cuts or any other factors.
- c) The leaves must be cut off and may not be longer than 25 mm.
- d) Beetroot may be sliced, diced, grated or whole when delivered.

14.5.2. Packaging

- a) Beetroot must be packaged in transparent plastic or mesh bags.

14.6. Carrots

14.6.1. Physical requirements:

- a) The standards and requirements for carrots of the varieties (cultivars) grown of *Daucus Carota* L are as follows:
 - (i) Free from sun-scorch.
 - (ii) Fresh and firm.
 - (iii) Not malformed or forked or have secondary roots.
 - (iv) Not woody and have fresh, green and sound foliage and not be longer than 50 mm. If trimmed, it must be evened or cut off at the top of the root, without damage.

14.6.2. Packaging

- a) Carrots must be packed:
 - (i) With foliage or without foliage, provided that the foliage must be fresh.
 - (ii) In mesh bags, plastic bags or boxes.

14.7. Onions

14.7.1. Physical requirements:

- (d) Onions must be:
 - (i) Well developed, dry, firm and clean.
 - (ii) Must have approximately the same size and colour in any one particular container.
 - (iii) Free from dry leaves, long stems and roots, thick neck, loose bracts, seed stems or sprouts.

14.7.2. Packaging

- a) Onions must be packed in mesh bags or transparent plastic bags.

14.8. Garlic

14.8.1. Physical requirements:

- a) Good quality garlic must be:
 - (i) Whole, firm, mature and well cured (not shattered, soft, spongy) and properly cleaned.

14.8.2. Packaging

- a) Garlic must be packed in containers that:
 - (i) are intact, clean, suitable and strong enough for the packing.
 - (ii) normal handling of garlic do not impart a taste or odour to the garlic.
 - (iii) are pockets, cardboard cartons, boxes or transparent plastic bags.

14.9. Potatoes

14.9.1. Physical requirements:

- a) Class-1 potatoes must:
 - (i) have an attractive appearance, be well formed and free from soil or sprouts.
 - (ii) not be damaged by insects or disease, or in any other way.
 - (iii) be free from decomposition or decay, hollow heart and foreign matter.
 - (iv) have no greening and not wilted or watery.
 - (v) not be affected by nut grass, other plants, or brown fleck.
 - (vi) not be malformed.

14.9.2. Packaging

- a) Potatoes must be packed in opaque, mesh plastics that are intact and strong.
- b) Potatoes may also be packed either cubed or diced in strong transparent bags.

14.10. Sweet potatoes

14.10.1. Physical requirements:

- a) Sweet potatoes must be:
 - (i) Attractive appearance and, be well formed and free from soil or sprouts.
 - (i) Well formed, fully grown and may not be sprouting, defective and / or wilted.
 - (ii) Sweet potatoes in any one container must have the same class characteristics.

14.10.2. Packaging

- a) Sweet potatoes must be packed in mesh bags.

14.11. Cucumbers

14.11.1. Physical requirements

Cucumbers must be:

- (i) Well formed, fresh, firm and be sufficiently fully grown to be sliced, but not fully mature or over ripe.
- (ii) More than two thirds of the surface of the cucumber must have a green colour.
- (iii) Free from decay, soil damage, frost damage, virus or any other disease or damage caused by insects or harvesting practices.

14.11.2. Packaging

- a) Cucumbers packed in the same container must approximately be of the same size.
- b) Cucumbers must be individually wrapped in transparent plastic wraps and then packed in perforated boxes.

14.12. Pumpkins

The scope of pumpkin includes hubbard, gem squash, butternut and flat white pumpkin (Boerepampoen).

14.12.1. Gem squash

14.12.1.1. Physical requirements

- a) Gem squash must be:
 - (i) round, green and firm.
 - (ii) free from cracks.

14.12.1.2. Packaging

- a) It must be packed in a mesh bags.

14.12.2. Other pumpkins

14.12.2.1. Physical requirements:

- a) Products in every batch must have the same cultivar characteristics, have a good colour and be fairly uniform in size.
- b) The products must be clean, fresh, firm, in good condition and not over ripe.
- c) Must have a yellow interior.

14.12.2.2. Packaging

- a) Pumpkin must be:
 - (i) packed whole or cubed
 - (ii) packaged in a transparent plastic bag.

14.13. Tomatoes

14.13.1. Physical requirements:

- a) The tomatoes must be:
 - (i) Tomatoes must be well formed, firm, clean and without internal cavities.
 - (ii) The tomatoes must not be overripe or too green and must have a diameter of at least 50 mm.

14.13.2. Packaging

- a) Containers in which tomatoes are packed must:
 - (i) be intact, clean, suitable and strong enough.
 - (ii) not impart a taste or odour to the tomatoes.
 - (iii) be perforated boxes, transparent plastic bags or crates.

14.14. Cabbage

14.14.1. Physical requirements:

- a) The heads and central part must be fresh, clean, not wilted.
- b) Must be at least 150mm in diameter, compact, firm and without flower shoots.
- c) Parts of the protruding stems of fresh cabbage and all loose, damaged or broken outer leaves must be cut away.
- d) The stem must not protrude more than 15 mm below the outer leaves.
- e) A few outer leaves must be left in order to ensure a certain amount of protection for the heads (provided they close up fairly tightly for the particular cultivar).

14.14.2. Packaging

- a) The cabbages must be packed in mesh bags.

14.15. Lettuce

14.15.1. Physical requirements:

- a) The heads must be fresh, clean, crispy, well formed, firm (the inner leaves compacted in the shape of a heart) and not folded or loose.
- b) The outer protective leaves must not be damaged.
- c) The lettuce must not have a bitter taste.
- d) Must not have two heads or show any outward signs of seed stems.
- e) The stalk of the lettuce must be cut off directly beneath the outer leaves.

14.15.2. Packaging

- a) The minimum mass per lettuce according to which Class-1 lettuce that must be packed is:
 - (i) They must be packed whole, fresh or cut in perforated boxes or transparent plastic bags.

14.16. Spinach

14.16.1. Physical requirements:

- b) The spinach must be:

- (i) dark green in colour, firm and crispy.
- (ii) free from floral stems.
- (iii) fresh and show no sign of withering.

14.16.2. Packaging

- a) Spinach must be packed in perforated boxes or transparent plastic bags.

15. GENERAL

15.1. All vegetables must be free from:

10.1.1. Decay

10.1.2. Blemishes

10.1.3. Bruises

10.1.4. Foreign matter including soil

10.1.5. Foreign odours

10.1.6. Insect damage

10.1.7. Injury

10.1.8. Damage by disease.

10.2. Packaging

10.2.1. The name of the product, class, size, use-by date and the address of the producer must appear on the packaging.

11. FRESH FRUITS

11.1. Apples

11.1.1. Physical requirements:

- a) Apples must be:
 - (i) clean, crispy, well formed.
 - (ii) virtually free from dry-core rot, water core and core blush.
 - (iii) virtually free from bitter pit, lenticel pitting, hail marks, sunburn, skin stains.

11.1.2. Packaging

- a) Apples must be packed in perforated boxes or transparent plastic bags.

11.2. Avocados

11.2.1. Physical requirements:

- a) Avocados must:
 - (i) be ripe and firm.

11.2.2. Packaging

- a) Avocados must be packed in perforated boxes.

11.3. Grapes

11.3.1. Physical requirements:

- a) Grapes must be:
 - (i) clean and have good colour for the cultivar in question, fully developed, mature, free from unsightly stains and split, cuts and cracks.
 - (ii) well-trimmed and not noticeably unattractive in appearance owing to visible bare parts that expose the stalks.

11.3.2. Packaging

- a) Bunches of grapes must be individually wrapped in a special wrapper that contains mineral oils, and then packed in perforated boxes.

11.4. Peaches and nectarines

11.4.1. Physical requirements

- a) Peaches or nectarines must be:
 - (i) clean, well-formed and uniform in size.
 - (ii) free from skin cracks, skin punctures, over ripeness and stains.

- (iii) free from hail marks that noticeably affect the quality and attractive appearance of the fruit detrimentally.

11.4.2. Packaging

- a) Peaches and nectarines must be packed in single layers in suitable perforated containers. The wrapping of each fruit is not insisted upon, but it is highly recommended.
- b) If packing material is used inside the containers, such packaging material must be new, clean, dry, odourless and not transmit to the peaches or nectarines any harmful substance that may be injurious to human health.
- c) Only peaches or nectarines of the same quality, cultivar, ripeness, size and colour must be packed together in the same container.

11.5. Pears

11.5.1. Physical requirements:

- a) Pears must be:
 - (i) clean, well formed, mature and of a uniform size.
 - (ii) free from sunburn, hail marks, skin cracks, skin punctures and any other stain and physiological disorders that may noticeably reduce the quality and the general attractive appearance or the edibility of the fruit.

11.5.2. Packaging

- a) Pears must be packed in accordance with the customary sizes and counts.
- b) Pears may be placed in a special wrapper that contains mineral oils and non-soluble metal salt to protect the natural quality of the fruit.

11.6. Plums and prunes

11.6.1. Physical requirements:

- a) Plums and prunes must be:
 - (i) clean, firm, mature, fairly well formed and of a uniform size.
 - (ii) free over ripeness and puffiness.

- (iii) free from skin cracks, wind marks, sunburn, unsightly hail marks and any other unsightly stains that detrimentally affect the quality and appearance of the fruit.

11.7. Mangos

11.7.1. Physical requirements:

- a) Mangos must:
 - (i) be fully developed.
 - (ii) be spherical with tipped ends.
 - (iii) have an attractive appearance.
 - (iv) not be too green or overripe.

11.7.2. Packaging

- a) Mangoes must be packed in perforated boxes.
- b) Packed in single layers.

11.8. Pawpaw's

11.8.1. Physical requirements:

- a) Firm and yellow in colour.

11.8.2. Packaging

- a) Pawpaw's must be packed in perforated boxes.

11.9. Citrus fruit

11.9.1. Physical requirements:

- a) Choice grade citrus fruit must be:
 - (i) mature and of the same cultivar.
 - (ii) free from cracks, visible hail marks or similar skin damage.
 - (iii) free from damage caused by frost and not be dry when cut open (granulation).
 - (iv) free from disease known as greening disease.

11.9.2. Packaging: Oranges

- a) Choice grade, large or medium in 9,5kg pockets or other containers as prescribed by the regulations.

11.9.3. Packaging: Lemons and Limes

- a) Choice grade or medium in 9,5kg pockets or other containers as prescribed by the regulations.

11.9.4. Packaging: Grapefruit

- a) Choice grade or large in 7,5kg pockets or other containers as prescribed by the regulations.

11.9.5. Packaging: Naartjies and Soft Citrus

- a) Choice grade and medium in containers as prescribed by the regulations.

11.10. Pineapples

11.10.1. Physical requirements:

- a) flesh must be firm.
- b) must not overripe or too green.
- c) must be yellow green to light yellow in colour.
- d) the crown must not be loose or damaged.

11.10.2. Packaging

- a) pineapples must be packed in perforated boxes.

11.11. Bananas

11.11.1. Physical requirements:

- a) Bananas must be supplied in bunches.
- b) All fruit in the same consignment must be of approximately the same size and maturity.
- c) The flesh must be firm, not be overripe or too green.

11.11.2. Packaging

- a) Bananas must be packed in perforated boxes.

11.12. Watermelons

- 11.12.1.** Watermelons must be well formed and of a reasonable size for the cultivar in question, with an attractive appearance and no bruises, diseases or blemishes that may detrimentally affect their quality and ability to keep.
- 11.12.2.** Green, overripe or wilted fruit is unacceptable.

12. GENERAL

12.1. All fruits must be free from:

- 12.1.1.** Decay
- 12.1.2.** Blemishes
- 12.1.3.** Bruises
- 12.1.4.** Foreign matter including soil
- 12.1.5.** Foreign odours
- 12.1.6.** Insect damage
- 12.1.7.** Injury
- 12.1.8.** Damage by disease.

12.2. Packaging

- 12.2.1.** The name of the product, class, size, use-by date and the address of the producer must appear on the packaging.

A: MAVAMBE SECURE CARE CENTRE

13. FRESH RED MEAT

13.1. PROCESSED ASSORTED MEAT

Item No.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.1	BEEF: CLASS B			
13.1.1	Forequarter			
a)	Bolo, thick slices (15 mm thick)	R...../kg	R...../kg	R...../kg
b)	Fore-quarter, cubes (25mm x 25mm)	R...../kg	R...../kg	R...../kg
13.1.2	Hindquarter			
a)	Cubes (25 x 25mm)	R...../kg	R...../kg	R...../kg
b)	Thin flank steak (removed from inner section of flank)	R...../kg	R...../kg	R...../kg
c)	Porterhouse steak (50mm thick)	R...../kg	R...../kg	R...../kg
13.1.3	Minced meat (lean) Maximum fat content 30%	R...../kg	R...../kg	R...../kg
13.1.4	Wors / sausage			
a)	Boerewors meat 75%, 25% fat and 1,5% salt.	R...../kg	R...../kg	R...../kg
TOTAL PRICE		R.....	R.....	R.....

13.2. FROZEN CHICKEN

Item No.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.2.1	Chicken portions Individually Quick Frozen (IQF)(Refer to attached specification)			
a)	Thighs 120-150g portions	R...../kg	R...../kg	R...../kg
b)	Drum sticks 80-100g portions	R...../kg	R...../kg	R...../kg
c)	Breast (without bones) ± 200g portions	R...../kg	R...../kg	R...../kg
d)	Wings , 120g	R...../kg	R...../kg	R...../kg
TOTAL PRICE		R.....	R.....	R.....

13.3. EGGS

Item No.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.3.1	Fresh eggs Large	R..... / 5 dozen	R..... / 5 dozen	R..... / 5dozen

TOTAL PRICE	R.....	R.....	R.....
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13.4. DAIRY PRODUCTS

Item No.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.4.1	Cheese SA. Grade 1			
a)	Cheddar	R...../kg	R...../kg	R...../kg
b)	Low fat cheese (Mozarella)	R...../kg	R...../kg	R...../kg
13.4.2.	Milk All milk must be pasteurized, and containers must be marked accordingly and sealed. Re-use of containers is not acceptable.			
a)	Full Cream Milk In new 1L sealed and labeled containers.	R...../1L	R...../1L	R...../1L
b)	Low fat milk In new 1L sealed and labeled container	R...../1L	R...../1L	R...../1L
13.4.3.	Yoghurt			
a)	Low-fat – plain	R...../175ml	R...../175ml	R...../175ml
b)	Low-fat - fruit (sweetened)	R...../175ml	R...../175ml	R...../175ml
13.4.4	Ice cream In 5 litre	R...../5litre	R...../5litre	R...../5litre
13.4.5	Mageu (assorted flavours); Maize Meal	R.....500ml	R.....500ml	R.....500ml
TOTAL PRICE		R.....	R.....	R.....

13.5. BREAD AND CONFECTIONERY

Item No.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.5.1	BREAD			
a)	White Bread (700g) sliced	R...../loaf	R...../loaf	R...../loaf
b)	Brown Bread (700g) sliced	R...../loaf	R...../loaf	R...../loaf
13.5.2	CONFECTIONERY			
a)	White, long bread rolls (± 150mm)	R...../ dozen	R...../ dozen	R..... / dozen
b)	Whole wheat, round bread buns	R...../dozen	R...../dozen	R..... / dozen
TOTAL PRICE		R.....	R.....	R.....

13.6. FRESH VEGETABLES

ITEM NO.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.6.1.	POTATOES			
a)	Class 1, Large (10/kg)	R...../10kg	R...../10kg	R...../10kg
b)	Baby potatoes	R...../kg	R...../kg	R...../kg
13.6.2.	BEETROOT Washed, topped (10/kg)	R...../10kg	R...../10kg	R...../10kg
13.6.3.	PUMPKIN			
a)	Butternut (10/kg)	R...../10kg	R...../10kg	R...../10kg
13.6.4.	Lettuce head (5/kg)	R...../5kg	R...../5kg	R...../5kg
13.6.5.	Ginger	R...../kg	R...../kg	R...../kg
13.6.6.	Carrots, topped (10/kg)	R...../10kg	R...../10kg	R...../10kg
13.6.7.	Green beans (5/kg)	R...../5kg	R...../5kg	R...../5kg
13.7.8.	Garlic	R...../kg	R...../kg	R...../kg
13.8.9.	Cucumber, English (5/kg)	R...../5kg	R...../5kg	R...../5kg
13.6.4.	Cabbage			
a)	Green cabbage, with outer leaves (10/kg)	R...../10kg	R...../10kg	R...../10kg
b)	Red cabbage, outer leaves removed	R...../kg	R...../kg	R...../kg
13.6.5.	Sweet potatoes (10/kg)	R...../10kg	R...../10kg	R...../10kg
13.6.6.	Onion			
a)	Onion, Class 1 (10/kg)	R...../10kg	R...../10kg	R...../10kg
13.6.7.	Parsley	R...../kg	R...../kg	R...../kg
13.6.8	Peppers, whole			
a)	Green pepper	R...../kg	R...../kg	R...../kg
b)	Red pepper	R...../kg	R...../kg	R...../kg
c)	Yellow pepper	R...../kg	R...../kg	R...../kg

13.6.9	Spinach	R...../kg	R...../kg	R...../kg
13.6.10	Tomatoes class 2,ripe, firm (5/kg)	R...../5kg	R...../5kg	R...../5kg
TOTAL PRICE		R.....	R.....	R.....

13.7. FRESH FRUITS

ITEM NO.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.7.1.	Apples			
	Golden delicious Medium (box)	R...../box	R...../box	R...../box
b)	Golden Granny Smith (box)	R...../box	R...../box	R...../box
13.7.2.	Grapes, seedless			
a)	Black (3/kg)	R...../3kg	R...../3kg	R...../3kg
b)	White (3/kg)	R...../3kg	R...../3kg	R...../bag
13.7.3	Oranges, Valencia, Medium (bag)	R...../bag	R...../bag	R...../kg
13.7.4.	Pears Green, Medium (Packam's Triumph) (Box)	R...../box	R...../box	R...../box
13.7.5.	Peaches Cling Yellow, medium (box)	R...../box	R...../box	R...../box
13.7.6.	Banana (box)	R...../box	R...../box	R...../box
13.7.8.	Pine apple Crown removed	R...../kg	R...../kg	R...../kg
13.7.9	Mango (box)	R...../box	R...../box	R...../box
13.7.10	Sweet husk melon			
a)	Yellow	R...../kg	R...../kg	R...../kg
b)	Green	R...../kg	R...../kg	R...../kg
13.16.10	Lemons, Medium	R...../kg	R...../kg	R...../kg
13.16.11	Water melon	R...../kg	R...../kg	R...../kg
13.16.12	Kiwi fruit	R...../kg	R...../kg	R...../kg
TOTAL PRICE		R.....	R.....	R.....

14. EVALUATION CRITERIA

14.1. The bidders will be evaluated with the following four phases on condition that they complied with mandatory requirements:

14.1.1. Administrative compliance

14.1.2. Functionality Evaluation

14.1.3. Site inspection

14.1.4. Price & Specific goals (80/20)

15. ADMINISTRATIVE COMPLIANCE

The Limpopo Department of Social Development has prescribed minimum administrative requirements that must be met by the bidders. In this regard.

15.1 The bid document is made up of the following DSD forms:

15.1.1.1 DSD 1: Invitation to bid

15.1.1.2 DSD 3.1: Pricing schedule-firm prices

15.1.1.3 DSD 4: Bidder's Disclosure

15.1.1.4 DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2022

15.1.1. Bids will be evaluated based on the following administrative compliance elements:

Documents that must be submitted	Non-submission and partial completion may result in disqualification	Requirements
Invitation to Bid – SBD 1	No	Complete and sign the supplied pro forma document

Pricing Schedule – Firm Prices SBD 3.1	No	Complete and sign the supplied pro forma document
Bidder’s Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies. NB: All companies that are under the name of the director/s or shareholder or member or trustees must be declared, irrespective of whether they (companies) are used for bidding or not. Including Joint Venture/Consortium/Partnership
Preference Point Claim Form – SBD 6.1	No	Non-claiming of points on this form will lead to zero (0) even if mean of verification on specific goals is attached.
Tax compliance status		Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing”
Identity number (s) or directors		Must all be active
Business registration		Entity must be in business
In the service of the state status		Bid will not considered if shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal
Tender defaulting and restriction status		Entity and directors must not be restricted
Completion of Bid Document		<ul style="list-style-type: none"> ✓ Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes), failure will lead to disqualification. ✓ Use of tipex in the bid document shall lead to the disqualification of the bid.

	<ul style="list-style-type: none"> ✓ Completion of bid document must be in black or blue ink. (Completion in pencil or red ink shall disqualify the bid).
<p><u>Consortia / Joint Ventures / Partnership:</u></p>	<ul style="list-style-type: none"> ✓ Submission of duly signed agreement with clear responsibilities of each party. ✓ Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf. ✓ Every member of the Consortium or Joint Venture or Sub-contractor is registered on the central supplier dataset and must submit their own Full Central Supplier Database Registration and not a summary ✓ Signed agreement between involved parties indicating the lead member ✓ Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name. ✓ In the event where the trade name is different from the legal name, the trade name must be used as the name of the bidder and NOT the legal name. ✓ Naming of the bidding company must be consistent in the bid document. ✓ CSD report and any other document perceived to be important with regard to the identification of the bidder. ✓ In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

Note: Failure to comply with the requirements listed above with will disqualify the bid

16. MANDATORY REQUIREMENTS

- 16.1.** The following are special conditions of this bid and non-compliance thereof will invalidate the bid:
- 16.2.** Dairy products have been clustered with eggs and processed assorted meat whereas fresh vegetables have been clustered with fresh fruits as such they must all be quoted because they will be awarded as such. Non-quotation of either one category will invalidate the bid.
- 16.3.** All items per category must be quoted in terms of first, second and third years for easy comparison of the total cost per category.

NB: Non-adherence to the mandatory requirements will be a disqualifying factor.

17. FUNCTIONALITY

17.1. Phase 2: Functionality Evaluation

19.1.1 EVIDENCE OF TECHNICAL FUNCTIONALITY/ DOCUMENTS REQUIRED (ATTACH)

19.2 Experience of the bidding company in rendering supply and delivery of perishables Provisions.

19.3 Company Track Record including evidence of number projects successfully completed or ongoing with contactable references.

19.4 Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor.

19 FUNCTIONALITY

	ELEMENT	SCALE	Weights	POINTS
1	Submission of valid original or certified copy of certificate of acceptability / letter of hygienic and safety compliance issued by the Environmental Health Official within the local municipality of the business (the bidder).	Submission of valid original or certified copy of certificate of acceptability / letter of hygienic and safety compliance issued by the Environmental Health Official within the local municipality of the business (the bidder).	25%	20 points
		Non-submission of the certificate		0 points
2	Company Track Record including evidence of number projects successfully completed or ongoing with contactable references.	Proof of provision of successful supply and delivery of perishable provisions to the value of R60 000.00 and more.	15%	20 points
		Proof of provision of		15 points

		successful supply and delivery of perishable provisions to the value between R30 000.00 and R59 999.99 .		
		Proof of provision of successful supply and delivery of perishable provisions to the value R29 999.99 and below.		10 points
3	Experience of the bidding company in rendering supply and delivery of perishables provisions	Three (3) years and above of (relevant) experience in supply and delivery of perishables provisions	15%	10 points
		Two (2) years and above of (relevant) supply and delivery of perishables provisions		5 points
		Below one (1) year of (relevant) experience supply and delivery of perishables provisions		3 points
4	Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor.	Submission of a valid letter from financial institution to the minimum monetary value of R60 000.00 issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor	20%	20 points

		Submission of a valid letter from financial institution to the monetary value of between R59 999.00 and R40 000.00 issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor		10 points
		Submission of a valid letter from financial institution to the monetary value of below R40 000.00 issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor		5 points
		Non-submission of the letter		0 points
5	A minimum of at least one closed light delivery vehicle is required (owned or rented). In instances where one closed light delivery vehicle is leased, copy of lease agreement duly completed and	Availability of one light delivery vehicle is required (owned or rented). In instances where the light delivery vehicle is leased, copy of lease agreement duly	25%	10

	signed by all parties involved must be produced during site inspection. Certified copies of registration certificates in both instances (either owned or rented) must also be attached.	completed and signed by all parties involved must be produced during site inspection. Certified copies of registration certificates in both instances (either owned or rented) must also be attached.		
		Non-availability of light delivery vehicle		0
TOTAL			100%	80

FUNCTIONALITY EVALUATION TOOL: Total Points: 80 points

The bidders must score a minimum of sixty-five (65) points on functionality in order to proceed to the next phase of evaluation which is site inspection.

18. PHASE 3: SITE INSPECTION

18.1. SITE INSPECTION

18.1.1. Site inspection will be conducted to the business premises of bidders who complied with both administrative and functionality evaluation criteria. The following factors will be considered during site inspection:

18.1.2. Physical existence of the business premises related to the bid (dealing with perishable provisions). Proof of legitimate occupancy (signed lease agreement or ownership of which copy must be provided.

18.1.3. Availability of office equipment's Telephone, office furniture, computers, printers etc.

18.1.4. Availability of suitable transport which are compliant to food safety regulations. The vehicles must be suitable for transportation of various commodities as per this bid e.g., Refrigerated vehicles, closed light delivery vehicles for transportation of bread and confectioneries etc. Certified copies of registration certificates in both instances (either owned or rented) must be produced during site inspection. The delivery vehicle must be as per approved during site inspection.

18.1.5. Physical Existence of the premises in line with the footprint. The following will be verified upon inspection.

18.1.5.1. Availability of storage rooms

18.1.5.2. Personnel hygiene practices

18.1.5.3. Sufficient ventilation

18.1.5.4. Hygiene and food handling practices.

18.1.5.5. Cleanliness of the storage and availability of cooling facilities and temperature control.

18.1.5.6. Cleanliness and neatness of labels securely attached on packages

20.2 Inspection will be conducted as per below table:

No	Category	Description	Points allocated
1	Business Existence	Proof of legitimate occupancy (valid and signed lease agreement or proof of ownership)	10 Points
		Non availability of proof of occupancy	0 Points
2	Office tools	Availability of office equipment's Telephone, office furniture, computers, printers etc.	10 Points
		Non availability of office equipment	0 Points
3	Suitable two (2) closed light delivery vehicles	Both Refrigerated vehicle and closed, dust proof vehicle)	10 Points
		Either Refrigerated vehicle or closed, dust proof vehicle)	5
		Non availability of either Refrigerated vehicle or closed, dust proof vehicle	0
4	Physical Existence of the premises in line with the footprint	Availability of storage rooms, personnel hygiene, Sufficient ventilation, hygiene and food handling practices, temperature control,	10 Points
		Non availability of storage rooms, personnel hygiene, Sufficient ventilation, hygiene and food handling practices, temperature control	0
5	Certificate acceptability	Certificate of acceptability for Building, Storage areas and Delivery vehicles	10 Points
		Certificate of acceptability for Poor Building.	0 Points
Total points			50

All Bidders who score less than 40 out of 50 (80%) points on-site inspection will not be considered for further evaluation on Price and Specific Goals

Please note that:

- ✓ Site inspections will be conducted to addresses (inclusive of third party) given in the bid document as physical addresses of the business and or third party. The business premises must be the same facility where business operations are taking place.
- ✓ In instances where other parties' premises are to be utilized, valid agreement signed by both parties must be available during site inspection.

21. PHASE 4: PRICE AND SPECIFIC GOALS

21.1 This bid shall be evaluated in terms of the 80/20 preference points system.

21.1.1 Points shall be awarded to a bidder for attaining the specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points (80/20 system)
Promotion of Women	5
Youth	5
Persons with Disabilities	2
Enterprise located in Limpopo	8

Price = 80 points
Specific goals = 20 points

22 CLAIMING OF SPECIFIC GOALS

2.2.1. Preference points allocated for promotion of women may only be claimed if there is sufficient evidence that such women has ownership of 51% or more of the enterprise shareholding. (Bidders to submit Company registration, copy of South African identification Document). Bidders must submit the latest full central supplier database (CSD Report) and the date of the report must be latest.

2.2.2. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of

the enterprise shareholding. (Bidders to submit copy of medical certificate from a registered medical practitioner in case of companies owned by persons with disabilities).

- 22.3.** Preference points for Locality may be allocated for promotion of enterprises located within the Limpopo Province may be claimed by submission of proof that the enterprise is located within the borders of Limpopo Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Limpopo Province. Enterprises located outside the borders of the Limpopo Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal. (Bidders to submit proof of occupancy in a form of utility bill/permission to occupy/ rental and or lease agreement).
- 22.4.** Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of South African Identification Document).

23. BID AWARD AND CONTRACT CONDITIONS

- 23.1** The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 23.2** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the required goods on terms set out in the bid, which offer cannot be amended after its date of submission.
- 23.3** **The department further reserves the right to reject all or individual items of this bid and/or award all or individual items of this bid.**
- 23.4** The award of the bid may be subject to price negotiation with the preferred bidders.
- 23.5** The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 23.6** The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 23.7** The contract shall be concluded between Limpopo Department of Social Development and the successful bidder(s).

- 23.8 The contract period will be in terms of the service level agreement.
- 23.9 The successful bidder(s) must immediately notify the department of any failure or envisaged failure to deliver in terms of the order when unforeseeable circumstances will adversely affect the execution of the contract.
- 23.10 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 23.11 The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- 23.12 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 23.13 The Department of Social Development reserves the right to conduct inspection before awarding.
- 23.14 The department will verify supplier compliance on the Central Supplier Database report.

24 **PRICING INSTRUCTIONS**

- 24.1 Price quotations shall be inclusive of VAT except where there are VAT exempt or zero-rated food items. **Successful bidder(s) who are not registered for VAT at the time of bidding must register as required by law immediately after award.**
- 24.2 All prices quoted by suppliers may be assessed to ensure that bidders did not underquote. (Bidders perceived to have underquoted in terms of market prices may be disqualified).
- 24.3 Bidders to take note that the department shall complete the process of evaluation and award in a period of hundred and twenty days (120) days, therefore their prices should consider inflationary fluctuations.
- 24.4 Bidders must quote for all items under this bid. Failure to quote for all list items within the packages shall invalidate the bid.
- 24.5 The bid proposal must clearly indicate the total price of the bid.

25. **CONTRACT ADMINISTRATION**

- 25.1 The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).

- 25.2** The administration of the bid and contract i.e., evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Directorate.
- 25.3** The contract period will be in terms of the service level agreement.
- 25.4** The contract period will be from the commencement date of the contract.

26. DELIVERY MANAGEMENT

- 26.1.** No delivery shall be made prior to receipt of official purchase order or promissory note / letter from the department.
- 26.2.** Delivery of these items shall take place within 14 calendar days of issuing of Official Purchase Order.
- 26.3.** The successful bidder(s) must immediately notify the department of any failure or envisaged failure to deliver in terms of the order when unforeseeable circumstances will adversely affect the execution of the contract.
- 26.4.** Delivery shall be in terms of the specification requirements and the purchase order issued.
- 26.5.** Deliveries shall be made during official working hours: between 7h30-15h00.
- 26.6.** No items shall be received by the department if they do not meet the specification requirements.
- 26.7.** The department will not incur costs for returned items that do not meet the specification.
- 26.8.** Perishable items should be delivered according to specified temperature to the delivery areas as indicated in the specification.
- 26.9.** Part deliveries are not accepted, except where prior written arrangement is made with the respective institution for delivery dates and days.
- 26.10.** Failure to deliver within the stipulated delivery period, will lead to goods sourced on quotations based on the provision of the General Conditions of Contract clauses 21.4 and/or 21.6.
- 26.11.** Persistent failure to deliver and deviation from the specification will ultimately lead to cancellation of the contract.

All food delivered in terms of a contract should be subject to inspection and approval by inspectors of the Directorate of Plant and Quality Control of the Department of Agriculture or any assignee designated in terms of section 2(3) (a) of the Agricultural Product Standards Act, 1990, or medical health officers, where and when available, at the dispatching or delivery points.

CONTACT DETAILS

ADMINISTRATION	TECHNICAL ENQUIRIES
<p>Mr. Seopa A.P Deputy Director: Demand and Acquisition Management Department of Social Development Tel: (015) 230 4440 Cell: Tel: 079 699 2308 E-mail: <u>SeopaPA@dsd.limpopo.gov.za</u></p>	<p>Ms Nemungadi MD Administrative officer: Mavambe Secured Care Service. Department of Social Development Tel: (015) 851 7911 or 071 301 9353 E-mail: <u>NemugadiMD@dsd.limpopo.gov.za</u></p>