

INVITATION TO BID PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 52/21	CLOSING DATE:	23 July 2021	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF PERISHABLE PROVISIONS TO MAVAMBE SECURE CARE CENTRE FOR A PERIOD OF THREE (3) YEARS: PERIOD 01 NOVEMBER 2021 TO 31 OCTOBER 2024				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF SOCIAL DEVELOPMENT					
21 BICCARD STREET					
POLOKWANE, 0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa P.A		CONTACT PERSON	Lukhwareni N.D	
TELEPHONE NUMBER	(015) 230 4440 or 079 699 2308		TELEPHONE NUMBER	015 851 7911/13 or 064 870 5250	
FACSIMILE NUMBER	015 291 2226		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	SeopaPA@dsd.limpopo.gov.za		E-MAIL ADDRESS	LukhwareniDL@dsd.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
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?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**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 **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- 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

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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 on (date)	

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

*Delete if not applicable

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH CALCULATED PRICES WILL BECOME EFFECTIVE	NEW PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:.....

2.3. Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5. Tax Reference Number:.....

2.6. VAT Registration Number:

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1. If so, furnish particulars:
.....
.....
.....

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1. If so, furnish particulars.
.....
.....
.....

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

YES/NO

2.10.1. If so, furnish particulars.

.....

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1. If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Names and Surname	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

I, THE UNDERSIGNED (FULL NAMES AND SURNAME)
.....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 6.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 6.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 6.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 6.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

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

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 9.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

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

10.1 Name of company/firm:.....

10.2 VAT registration number:.....

10.3 Company registration number:.....

10.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

10.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

.....

10.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

10.7 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

I, THE UNDERSIGNED (FULL NAMES AND SURNAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

- 31. Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (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 THREE (3) YEARS: DEPARTMENT OF SOCIAL DEVELOPMENT

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	This 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 favour 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 in order 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 on a daily basis, 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 in order 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 period of three years, starting from the 01st of December 2020 to 31st of November 2023.

4. BACKGROUND

5.1. The Mavambe Secure Care Centre is the Department of Social Development facility with which admit children that are:

5.1.1 In conflict with the law, who are awaiting trial, and sentencing (secure

care programmes for children between 12 and below 18years).

5.1.2 Referred for residential diversion programmes.

5.1.3 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.

5.2. 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.

5.3 It is the responsibility of the department to ensure that children are provided with nutritious and balanced meals on daily services.

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

7.1. MEAT

7.1.1. FRESH RED MEAT

7.1.1.1 All meat must be clean, free from bruising, 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.

7.1.1.2 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.

7.1.1.3 Colour coding: Purple = A grade, Brown = B grade and Red = C grade.

7.1.2. 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 fat.
- (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 characterized in respect of 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. The giblets must be removed, properly cleaned and put back into the carcass.
- 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, slaughter 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, Gouda and Cottage.
- (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:

- a) 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, brown bags 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) Fairly clean, free from soil, and in every respect suitable for human consumption.
 - (ii) Must be well formed, fully grown and may not be sprouting, defective and / or wilted.
 - (iii) Sweet potatoes in any one particular 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 (Boerepampoer).

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) Tomatoes must be well formed, firm, clean and without internal cavities.
- b) 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 must be fresh, clean, not wilted and the central part.
- 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:

- a) 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 lentil 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.....

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.....
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13.7. FRESH FRUITS

ITEM NO.	ITEM DESCRIPTION	FIRST YEAR PRICE	SECOND YEAR PRICE	THIRD YEAR PRICE
13.7.1.	Apples			
a)	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 five phases on condition that they complied with mandatory requirements:

- 14.1.1 Pre-Qualification Criteria
- 14.1.2 Administrative compliance
- 14.1.3 Functionality Evaluation
- 14.1.4 Site inspection
- 14.1.5 Price & B-BBEE Status Level of Contribution

15. PRE-QUALIFICATION

15.1 Only bidders having a stipulated minimum B-BBEE status Level 1 will be considered for this bid. This condition is in compliant with regulation 4(1) (a) of the Preferential Procurement Regulations, 2017.

16. ADMINISTRATIVE COMPLIANCE

16.1. Phase 1: Administrative Evaluation Criteria

- 16.1.1. Submission of bid documents in their original form (this refers to every page of the bid document as originally purchased).
- 16.1.2. Use of correction fluid in the bid document is prohibited and will lead to disqualification of the bid (any cancellation on the bid document must be initialed by the authorized signatory).
- 16.1.3. It is mandatory that DSD 1, DSD 3.1 or DSD 3.2, DSD 4, DSD 8, DSD 9 of the bid document must be duly completed and signed before closure and non-completion and or signing will invalidate the bid. Where the subject matter in a specific form is not applicable, it should clearly be written: '**not applicable**'. These forms must however, still be signed. Please note that all witnesses must write their full names as well as surnames at designated areas and their signatures next to those names.
- 16.1.4. Completion of bid document must be in black or blue ink. Completion by a pencil will disqualify the bid.
- 16.1.5. Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.

- 16.1.6.** Attachment of certified copies of identity documents for all the directors, shareholders, members, trustees, partners or founders of the bidding company.

Note Well

- (i) Where reference is made in the bid document to the terms, “firm”, “tenderer” and “bidder”, it should be noted that they refer to one and the same name.
- (ii) In the event the trade name is different from the legal name on company’s legal documents, the **trade name** and **NOT** the legal name must be used.
- (iii) Naming of the bidding company must be consistent in the bid document; Central Supplier Database and any other document perceived as important with respect to the identification of the bidder.
- (iv) In the case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as the name of the bidding company in the bid document unless the parties have already established a trading entity with all required attachments. Over and above compliance with requirements listed above, the following must be complied with by the Consortia or Joint Ventures:
 - a) Attachment of an agreement duly signed by both parties.
 - b) Letter of appointment of a representative by the Consortia / Joint Ventures parties to sign the bid documents on its behalf.
- (v) The bid document is made up of the following DSD forms:
 - DSD 1: Invitation to bid
 - DSD 2: Application for tax clearance certificate (non- completion of this form will **NOT** disqualify the bidder)
 - DSD 3.1: Pricing schedule-firm prices
 - DSD 3.2: Pricing schedule-non firm prices
 - DSD 4: Declaration of Interest
 - DSD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017
 - DSD 8: Declaration of bidder’s past supply chain management practices
 - DSD 9: Certificate of Independent Bid Determination
- (vi) Bidders shall check the number of pages and satisfy themselves that they are not missing or duplicated. No liability shall be accepted in regard to claims from the fact that pages are missing or duplicated.
- (vii) The bid must be signed by a person who is duly authorized to do so.

- (viii) A trust, Consortium or Joint Venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE Status Level of Contribution certificate.

Note: Failure to comply with the requirements listed above with exception of 16.1.5 will disqualify the bid

17. MANDATORY REQUIREMENTS

- 17.1.** The following are special conditions of this bid and non-compliance thereof will invalidate the bid:
- 17.2** Valid proof of financial capability issued by any financial institution to the monetary value of R60 000.00 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 must be attached.
- 17.3** Dairy products have been clustered with eggs and processed assorted meat whereas fresh vegetables has 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.
- 17.4** 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.

18 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 successful supply and delivery of perishable provisions to the value between R30 000.00 and R59 999.99 .		15 points
		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	20%	20 points

		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 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 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.	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 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.	25%	10
		Non-availability of light delivery vehicle		0
TOTAL			100%	80

FUNCTIONALITY EVALUATION TOOL: Total Points: 80 points

The bidders must score a minimum of forty-five (45) points on functionality in order to proceed to the next phase of evaluation which is Price and B-BBEE Status Level of Contribution.

19 SITE INSPECTION

19.1 Site inspection will be conducted to the business premises of bidders who complied with both mandatory requirements, administrative and functionality evaluation criteria.

The following factors will be considered during site inspection:

19.2 Physical existence of the business premises related to the bid (dealing with perishable provisions) and furnished with minimum requirements e.g. office furniture, telephone, etc.

19.3 Proof of legitimate occupancy (signed lease agreement or ownership of which copy must be provided

19.4 Valid Certificate of acceptability

19.5 Sufficient ventilation of the facility

19.6 Hand washing facilities with running water, hand soap, hand sanitizer and paper towels.

19.7 Rodent proof.

- 19.8** Effective means to prevent access by flies.
- 19.9** Availability of waste water disposal system.
- 19.10** Availability of refuse containers with closed lids.
- 19.11** General cleanliness: Clean as you go.
- 19.12** Food handling practices.
- 19.13** Personal hygiene practices.
- 19.14** Verification that food handlers are free from cuts / open wounds.
- 19.15** Availability of change rooms for the food handlers.
- 19.16** 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.
- 19.17** Smoothness, rust free and non-toxic of the interior part of refrigerated vehicles
- 19.18** Cleanliness of the vehicle(s).
- 19.19** Brief description of the manner in which food is transported to ensure that it is neither spoiled nor contaminated.
- 19.20** In instances where one light delivery vehicle is leased, copy of lease agreement duly completed and signed by all parties involved must be produced during site inspection.
- 19.21** General hygiene of the facility which will also include cleanliness of the staff and vehicles to be utilized.
- 19.22** Cleanliness of the storage and availability of cooling facilities.
- 19.23** Identification of food products by use-by / sell-by and batch / lot number.
- 19.24** Proof of adherence to shelf life good practice.
- 19.25** Frozen Products (Storage of ice cream and sorbet at -18°C temperature. Storage of any food marked as frozen at -12°C temperature
- 19.26** Chilled products (Storage of fish, edible offal, poultry meat and milk at +4°C temperature, Storage of any other perishable food that must be kept chilled to prevent spoilage at +7°C temperature.
- 19.27** Separation of male and female facilities.
- 19.28** Provision of hot and cold running water.
- 19.29** Cleanliness of the ablution facilities.
- 19.30** Availability of waste and sanitary bins.
- 19.31** General housekeeping.
- 19.32** Labeling of food products in compliant with relevant National Legislation.
- 19.33** The required information printed on each in individual.
- 19.34** Cleanliness and neatness of labels securely attached on packages.
- 19.35** Storage of materials used for packaging on racks or shelves at a distance of at

least 250mm from the floor or on pallets.

19.36 Packaging and wrapping materials that are free from all hazardous matter that is harmful to safety of consumer.

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.
- ✓ Self-reliant bidders will be preferred.
- ✓ In instances where other parties' premises are to be utilized, valid agreement signed by both parties must be available during site inspection.

20 PRICE AND PREFERENTIAL POINTS

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

20.2 Bidders must submit a B-BBEE verification Certificate from a verification Agency accredited by the South African National Accreditation System (SANAS).

20.3 In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit.

20.4 Should bidder(s) fail to submit the valid B-BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

20.5 Points shall be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:

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

Price	=	80 points
B-BBEE	=	20 points

21 BID AWARD AND CONTRACT CONDITIONS

- 20.1** 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.
- 20.2** 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.
- 20.3** **The department reserves the right to award this bid to more than one service provider.**
- 20.4** **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.**
- 20.5** The award of the bid may be subjected to price negotiation with the preferred bidders.
- 20.6** The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 20.7** 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.
- 20.8** The contract shall be concluded between Limpopo Department of Social Development and the successful bidder(s).
- 20.9** The contract period will be in terms of the service level agreement.
- 20.10** 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
- 20.11** Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 20.12** The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.
- 20.13** Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 20.14** The Department of Social Development reserves the right to conduct inspection before awarding.
- 20.15** The department will verify supplier compliance on the Central Supplier Database report.

21 PRICING INSTRUCTIONS

- 21.1** All prices charged must be all inclusive.
- 21.2** 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).
- 21.3** 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.

21.4 BRIEFING SESSION

There will be no briefing session. Bidders are advised to use the indicated email addresses and numbers for any enquiries.

22 CONTACT DETAILS

TECHNICAL ENQUIRIES	ADMINISTRATION
<p><u>Mr Lukhwareni N.D</u> Manager : Mavambe Secure Care Centre Department of Social Development Tell: <u>(015) 851 7911</u> <u>064 870 5250</u> E-mail: LukhwareniDL@dsd.limpopo.gov.za</p>	<p>Seopa P.A Assistant Director: Demand and Acquisition Management Department of Social Development Tel: (015) 230 4440 079 699 2308 E-mail: SeopaPA@dsd.limpopo.gov.za</p>