

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 55/21	CLOSING DATE:	15 th of October 2021	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF CATERING SERVICES AT SESHEGO TREATMENT CENTRE FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA	CONTACT PERSON	Cholo P W		
TELEPHONE NUMBER	(015) 230 4440 / 079 699 2308	TELEPHONE NUMBER	015 233 7016 or 060 963 2575		
FACSIMILE NUMBER	(015) 291 2226	FACSIMILE NUMBER	015 291 2226		
E-MAIL ADDRESS	SeopaPA@dss.limpopo.gov.za	E-MAIL ADDRESS	CholoP@dss.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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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 TAX COMPLIANCE STATUS (TCS) CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TAX COMPLIANCE STATUS (TCS) PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**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 SHALL 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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ITEM NO	QUANTITY	DESCRIPTION	BID PRICE		
			Year 1	Year 2	Year 3
1		Provision of catering services at Seshego Treatment Centre			
Total					

- 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 SHALL BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED 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 shall 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 shall 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

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

This preference form shall 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 SHALL 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 R1 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 shall 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

3. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

4. **ADJUDICATION USING A POINT SYSTEM**

4.1 The bidder obtaining the highest number of total points will be awarded the contract.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

4.3 Points scored shall be rounded off to the nearest 2 decimal places.

4.4 In the event that two or more bids have scored equal total points, the successful bid shall be the one scoring the highest number of preference points for B-BBEE.

4.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid shall be the one scoring the highest score for functionality.

4.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of

lots.

5. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

6.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 A bidder who qualifies as a EME in terms of the B-BBEE Act shall submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

6.3 A Bidder other than EME or QSE shall 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 shall 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 shall be in accordance with the table reflected in paragraph 5.1 and shall 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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 yes, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If yes, 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 yes, 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 yes, furnish particulars:		

CERTIFICATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) shall 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 shall 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) shall 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**

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 shall, 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 shall 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 shall be in possession of a tax clearance certificate, submitted by the bidder. This certificate shall 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 PROVISION OF CATERING SERVICES AT SESHEGO
TREATMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS**

1. PURPOSE

- 1.1. Invitations are made for provision of catering service at Seshego Treatment Centre.
- 1.2. The successful bidder(s) will be expected to procure goods or commodities, cook and serve inmates at Seshego Treatment Centre.
- 1.3. The period of contract is thirty six (36) months, unless terminated by either party for breach of contract or by mutual agreement.

2. INTRODUCCION

- 2.1. The Department of Social Development is hereby inviting all qualifying service providers to submit bids for the provision of catering service at Seshego Treatment Centre.

3. 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
Sub-contracting”	Means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
	Rand Value” - means 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

4. CONTRACT PERIOD

The contract will commence on a date specified by the department. The service provider will be expected to provide catering service at Seshego Treatment Centre for a period of thirty-six (36) months.

1. MENU, SPECIAL DIETS, SPECIAL HOLIDAYS (CHRISTMAS AND NEW-YEAR MENUS) AND PORTIONS

- 1.1 The bidders shall bid as per the attached meal plans.
- 1.2 An eight (8) days well balanced menu cycle is provided in the bid document to further assist with the pricing. Note that all prices will be based on the provided eight (8) days cycle menu.
- 1.3 The service provider will be required to use the services of a qualified dietitian who is duly registered with the Health Professions Council of South Africa (HPCSA) and he or she will be responsible for:
 - 1.4 Analysis of summer menus used within the institution.
 - 1.5 Develop standardized recipe files for summer menus used in the facility which will be submitted two months after the awarding of the bid. Implement applicable remedies for non-compliance of producing the analyzed menus and recipe files during monitoring of the food service unit.
 - 1.6 The bidder shall supply a special Christmas, New-Year and Good Friday menu for clients at no extra costs. The toddlers' unit wards shall be provided with Easter eggs on Good Friday, party snack packs on Christmas and New Year for Iris Home Child and Youth Care Centre.
 - 1.7 The eight (8) days menu cycle shall comply with the food characteristics of menu planning as well as culture of the said institutions, i.e. colour, texture, shape, flavour combination and variety.
 - 1.8 Sample of all food served shall be stored in the refrigerator for seventy two (72) hours.
 - 1.9 Unannounced food testing will be conducted and the bidder will pay for the testing which will be conducted by an independent laboratory to test the quality of food items in case a need arise. The rationale behind this is to ensure that the quality and quantity of food is of high standard.
 - 1.10 Only SABS approved food items will be accepted.
 - 1.11 If it is found by an independent laboratory that the quality of food does not comply with the SABS specifications, the matter will be dealt with in accordance with the provisions of signed Service Level Agreement.

2. PRICING

- 2.1 The potential bidders shall quote for **ALL** cost factors; meal plans per main item, e.g. breakfast; lunch, supper and snack. Failure to do so will lead to disqualification of the bid.

- 2.2 Prices shall be all inclusive of VAT except where there are VAT exempt or zero rated food items since no extra cost will be paid over and above the contracted price.
- 2.3 The potential bidders shall quote for staff of the kitchen which include management and operational staff.

3. CATERING EQUIPMENT

- 3.1 The department will supply all the necessary kitchen equipment, utensils as well as the crockery and cutlery required for the efficient performance of the services.
- 3.2 The stock-take will take place prior to commencement of the contract and bidder shall hand over the catering facilities, equipment and utensils at the institution in the condition that they were on commencement of the contract.
- 3.3 The successful bidder shall upon commencement of the service, together with Asset Management take stock of all assets and submit a report to the Provincial Office a month after commencement of service.
- 3.4 The stocktaking shall be conducted in conjunction with an authorized representative of the department only.
- 3.5 Reports on stock-take shall be made in quadruplicate where one copy will be for the institution, one copy for the resident Responsible Manager, the last two copies for the incoming and the outgoing bidders.
- 3.6 The successful bidder will be responsible for the installation of his/her own communication lines (telephone and fax).

4. PROVISIONS BY THE DEPARTMENT

- 4.1 The department will provide the following:
 - 4.2 Electricity
 - 4.3 Water
 - 4.4 Any other fuel for rendering the service
 - 4.5 Refrigeration
 - 4.6 A kitchen office with furniture
 - 4.7 Change room with lockers

4.8 Ablution services

4.9 Maintenance of kitchen equipment will be the responsibility of the department but the successful bidder has a responsibility in terms of not exposing them (equipment) to negligent operation. The successful bidder will also be responsible for safe-keeping of all the equipment take responsibility regarding repair of equipment which were negligently broken.

5. **FOODSTUFF**

- 5.1 The bidder is required to supply all the ingredients for the meals as per the minimum specifications.
- 5.2 The sample menu cycle and the quality of the ingredients shall be of high standard (SABS approved), contrary to that requirement, the department **MAY** terminate the contract.
- 5.3 Portion size and quality inspections will be carried out by the institution regularly.
- 5.4 Food samples for each meal will be collected and chilled for forty eight (48) hours.
- 5.5 Child and Youth Care Workers / Food Service Manager will be actively involved in food tasting.
- 5.6 "Religious taboo foods (Kosher and Halaal)"/ Jews and Muslims shall be discussed at institutions and the menus thereof shall be planned accordingly.

6. **CATERING FOR FUNCTION AND MEETINGS**

- 6.1 The successful bidder may be required to render additional services for meetings and functions upon request by the management of the institution.
- 6.2 The cost related to this form of meals will be at the price of VIP menu.
- 6.3 Separate accounting records will be required for these services.

7. **STAFF**

7.1 **Staff employed by bidder**

- 7.2 The successful bidder shall provide his own management to ensure that proper controls are affected.
- 7.3 The staff shall be well skilled with the food service industry and comply with the food service management hospitality sector regulations.

7.4 The catering staff shall have appropriate qualifications in hospitality management sector.

7.5 The successful bidder shall supply all kitchen staff with protective clothing of good quality. Two sets of protective clothing for every staff member shall be provided per year. The uniform shall be provided upon commencement of the contract.

8. Staffing of the kitchen

8.1 The department will not provide any staff as such the potential bidders are required to bring their own staff.

8.2 The qualifications and or prior experience of the staff members to be employed shall be submitted together with the bid document.

8.3 The kitchen at Seshego Treatment Centre will also operate for twenty-four(24) hours with a minimum of seven (7) employees per shift

8.4 The staff appointed by the bidder will always wear uniform in the kitchen. No staff member will be allowed to enter the kitchen without a proper uniform.

8.5 The department is under no obligation to provide any housing or accommodation for staff employed by the successful bidder.

9. Costing of staff

9.1 The costs in relation to management staff and employees of the company should be costed under Overhead costs.

9.2 The service provider should pay employees minimum wage as provided by the schedules in terms staffing

9.3 The potential bidders are required to provide costing in respect of eight (14) employees at Seshego Treatment Centre who will be placed in the kitchen and the cost shall be in accordance with the National minimum wage bill. Any inflated amount in this regard will not be accepted.

9.4 Prior approval to appoint additional staff shall be obtained from the institution in consultation with Provincial Department of Social Development.

9.5 All incentives shall be at the expense of the successful bidder.

10. IN SERVICE TRAINING

- 10.1** In-service training to staff serving under the successful bidder shall be conducted per quarter.
- 10.2** It will be the responsibility of the bidder to supply the institution management with the training statistics and reports on a quarterly basis detailing all aspects of training mentioned above.
- 10.3** The training matrix and detailed exposition of the envisaged courses shall be according to the set standards and policies of food handlers, as stipulated by THETA (Tourism and Hospitality SETA) at an NQF level.
- 10.4** A training report together with the attendance registers shall be submitted to the institution and the provincial office every quarter, failure will result in 5% deducted from the bidders following monthly claim.
- 10.5** Copies of the training manual as well as a training programme shall be submitted with the bid document. Failure to submit the training manual will lead to disqualification of the bid. Training shall include the following:
 - 10.6** Food hygiene and safety.
 - 10.7** Food-borne illnesses.
 - 10.8** Personal hygiene.
 - 10.9** Food preparations and garnishing.
 - 10.10** Customer communication skills.
 - 10.11** Specialized diet, e.g. diabetic, soft diets and safe preparations of infant formula.

11. ACCOUNTING

- 11.1** The bidder will be responsible for the timeous completion of all records pertaining to the serving of meals in all service areas as required by the institution on monthly basis.
- 11.2** Daily meal statistics and meal costing shall be compiled as per Food Service Management policy, these shall accompany the invoice.
- 11.3** Pricing shall be per meal per person per day all inclusive.
- 11.4** Any deviation from the accounting system may prejudice payment of the account.
- 11.5** The Daily Meal Control form will be completed by the successful bidder and submitted to the management. The Responsible Manager will check the form and append a signature when satisfied with the details of the form.

- 11.6 The Daily Meal Control forms together with an invoice shall be submitted to the management of the institution at the end of each month.
- 11.7 Monthly on-site meetings with the successful bidder will be conducted with the relevant institutional authorities.
- 11.8 Quarterly meetings will be held with all relevant stakeholders including the successful bidder.
- 11.9 The department will not be liable for the payment of any meals supplied that cannot be accounted for.

12. MEAL SERVICE CONTROL SYSTEM

- 12.1 Daily requisition forms (meal slips) and requisitions for all other clients will be supplied to the kitchen in respect of meals required.
- 12.2 Lunch boxes for children who are attending school shall be requested from the kitchen as part of their lunch at school. (snacks are provided not full lunch box)

13. CLEANLINESS

- 13.1 The bidder will be responsible for the management, control and cleaning up of all the catering equipment and utensils.
- 13.2 The purchasing of cleaning materials (floor and equipment cleaning materials) will be the responsibility of the bidder.
- 13.3 The bidder will be responsible for fumigating all food service areas (pest control) at least every four weeks. Fumigation certificate shall be issued by the service provider to the department. This will amount to twelve (12) certificates per annum.
- 13.4 The costs shall be borne by the successful bidder.

14. FOOD HYGIENE ESSENTIALS

- 14.1 The successful bidder shall ensure that all catering staff keep themselves clean and wear appropriate protective clothing. This includes disposable mop caps / chefs' hat / bandana, chef's jacket & trouser, full length aprons, safety shoes which are acid resistant & non slippery, overalls).
- 14.2 The successful bidder shall ensure that all catering staff wash their hands thoroughly before handling food, after using the toilet and handling raw materials and waste, before starting work, after every break and after blowing their nose.

- 14.3 The catering staff shall inform the supervisor on shift of any skin, nose, throat, stomach or bowel trouble or infected wound before commencing work. Appropriate action shall then be taken e.g. providing the worker with alternative work away from any food preparation or service.
- 14.4 The successful bidder shall ensure that all cuts and sores on catering staff are covered with a waterproof, high visibility dressing e.g. coloured plasters.
- 14.5 The successful bidder shall ensure that all catering staff avoid unnecessary handling of food.
- 14.6 The successful bidder shall ensure that catering staff do not eat, smoke or drink in the kitchen, and shall further never cough or sneeze over food.
- 14.7 The successful bidder shall ensure that food is not prepared too far in advance of service.
- 14.8 The successful bidder shall ensure that perishable food is either kept in the refrigerator or kept piping hot.
- 14.9 The successful bidder shall ensure that the preparation of raw and cooked food is kept strictly separate.
- 14.10 Reheated leftover food shall be avoided at all costs.
- 14.11 The successful bidder shall ensure that the catering staff employs the practice of clean as you go, ensuring that all pieces of equipment and surfaces are kept clean.
- 14.12 The successful bidder shall ensure that no raw eggs are given to patients or staff and they are well cooked so as to decrease the risk of Salmonella infection.
- 14.13 The successful bidder shall ensure that all HACCP (Hazard Analysis Critical Control Points) standards are adhered to.
- 14.14 The successful bidder shall comply with Occupational Health and safety standards Act.

15. MINIMUM SPECIFICATION OF INGREDIENTS

15.1 Meat and meat products:

- 15.1.1 The grade of meat for mutton and beef should be B1. The grade for pork should be Grade 1. No other grades shall be accepted.
- 15.1.2 The grade of meat for mutton and beef shall be B1 or higher. The grade for pork shall be Grade 1. No other grades shall be accepted.
- 15.1.3 The fat content of all meat products shall consist of not more than 2% visible fat.

- 15.1.4 Mincemeat shall consist only of lean meat and fat. The fat content may not be more than 30%.
- 15.1.5 Only best quality processed meat will be accepted.
- 15.1.6 Frozen fish cakes shall contain at least 90% fish.
- 15.1.7 Only chicken portions (between 120 – 150g) shall be purchased to ensure that all inmates receive equal cuts.

16. Transportation of meat and meat products

- 16.1 The products shall be transported in a cold chain closed vehicle and failure to do so, products will not be accepted.

17. Fruit and vegetables

- 17.1 Only good quality frozen vegetables may be used for vegetable dishes.
- 17.2 Fresh fruits shall be of high quality and suitable for human consumption. They shall be free from foreign matters, objectionable flavours and odours. The products shall be free from damage due to insects, sunburn and rot of wastage.

18. Transportation of fruit and vegetables

- 18.1 The products shall be transported at a temperature between 4°C and 8°C.
- 18.2 Fruits and vegetables shall be delivered in a closed vehicle.

19. Yellow apples

- 19.1 The apple shall have a green to yellow colours. It shall be sweet, juicy and crispy.
- 19.2 The apple shall have a green tough peel. It shall be sour, crispy and juicy
- 19.3 The apple shall have a red peel with yellow stripes. It shall be sweet and juicy
- 19.4 The products shall be clean, fairly well formed, matured and of uniform size, free from decay, over-ripeness, disease, insect infestation, internal decay and bruises, sunburn, hail marks and skin cracks.
- 19.5 The products shall be fully developed, and the same size, form and cultivar, have an attractive appearance and free from bruises, diseases or blemishes; not too green or overripe.
- 19.6 The products shall be fully developed, and the same size, form and cultivar, have an attractive appearance and free from bruises, diseases or blemishes. They shall not show damage by frost, not dry when cut open and not show visible chemical residues.

19.7 Each individual fruit shall have no bruises, blemishes or diseases.

19.8 All fruits in the same consignment shall be roughly the same size and maturity, the flesh shall be firm and shall not be overripe or too green.

20. Fresh vegetables

20.1 Fresh vegetables shall be of high quality and suitable for human consumption.

20.2 The products shall be free from damage due to insects, sunburn and rot or wastage.

20.3 All vegetables shall be fresh, correctly cut and be without leaves.

20.4 The products shall be transported at a temperature between 4°C and 8°C in a closed vehicle.

20.5 Beetroot shall be fresh, well developed and firm, fairly clean and have no woody fibers. It shall be free from secondary roots. It shall be free from damage, e.g. cracks, sprouts caused by insects or any other factor. Leaves shall be cut off.

20.6 The pods shall be well developed and firm. The pods shall have a bright colour, free from leaves, stems or any foreign matter. It shall be free of damage by insects, sun or any other factors. The pods with defects, overripe or weakly developed will not be acceptable.

20.7 The heads shall be fresh, clean and not wilted, compact, firm and without flower shoots. They shall be free from damage caused by disease, insects, bruising or other factors.

20.8 White Pumpkin, Hubbard squash and butternuts. The products shall be clean, fresh, firm, in a good condition and not over ripe. They shall be free from decomposition and damage caused by disease, soil, insects, frost, bruising or other factors.

20.9 The products shall be fairly clean, free from soil, show no serious defects and shall be well formed and fully grown. They shall not be sprouted, defected, wilted or damaged by insects.

20.10 The products shall be fresh, with young soft leaves, free from damage by insects, sun or other factors and free from fibrous stems. Discoloration and withering point out retrogression of quality.

21. Dairy products

21.1 Only pasteurized fresh milk shall be used. No milk blends or coffee creamers are allowed. Powdered full cream milk may be used for cooking purposes and shall be 100% dairy. No milk blends or non-dairy creamers will be allowed.

21.2 Yoghurts shall consist of AB cultures.

21.3 Cheese shall have a pleasant taste and free from molds.

21.4 Delivery of dairy products shall be in a cold chain vehicle. No products will be accepted by the institution if not delivered in a cold chain vehicle.

22. Bread, cereals & grains

- 22.1 Brown and whole-wheat bread shall be served at all times except in case of certain therapeutic diets.
- 22.2 A loaf of bread shall weigh between 700g - 800g. All bread shall be fortified.
- 22.3 All maize & grain products shall be fortified. (e.g. maize meal, bread).
- 22.4 One slice of bread shall be equal to 30g.
- 22.5 Only good quality rice, maize meal, instant and non-instant cereals will be allowed.
- 22.6 Flour shall also be fortified.

23. Coffee and tea

- 23.1 Good quality ground or instant coffee shall be used. No more than 25% chicory.
- 23.2 Rooibos choice grade tea bags (2,5g) shall be use.
- 23.3 Good quality blended tea bags (2,5g) shall be use.
- 23.4 No coffee or tea mixtures containing milk and sugar may be used.

24. Fruit juice

- 24.1 Only 100% tetra packed fruit juices will be allowed. **NB (100% Low Glycemic Index Juice for Diabetics).**
- 24.2 No powdered or concentrated fruit juice or dairy containing fruit juices will be allowed.

25. Oil, margarine & dressings

- 25.1 Only full fat margarine bricks shall be used for cooking purposes.
- 25.2 Medium fat margarine may be served with bread.
- 25.3 Only cooking oil of good quality shall be used for cooking purposes.
- 25.4 Only good quality salad dressing shall be used. Powdered form dressings will not be allowed.

26. Salt, sugar & spices

- 26.1 Only iodated salt shall be used.
- 26.2 Only white sugar will be allowed.
- 26.3 Only good quality spices will be allowed.

27. GENERAL REQUIREMENTS

- 27.1 The product shall have an acceptable taste, a pleasant odour, and an attractive appearance. No rancid, foreign, or objectionable flavor or odour of any kind shall be present.

28. PACKAGING

- 28.1** The oil shall be packed in clean bottles, or in clean cans/drums. The inner surfaces of cans/drums shall be lacquered or enameled.
- 28.2** Provide suitable packaging material for issuing, preparation, serving and distribution of food. Packaging material **includes cling wrap, foil, serviettes and polystyrene glasses/lids for therapeutic diets.**
- 28.3** Ensure that packaging material used for meal packs is not reused.

29. MARKING:

- 29.1** The container shall be labeled in accordance with the requirements of the regulations under the Foodstuffs, Cosmetic and Disinfectants Act (No. 54 of 1972).

30. PURCHASE, TRANSPORTATION AND SUPPLY OF FOOD ITEMS

- 30.1** In respect of Halaal foods, Service provider shall whenever needed provide food items like starch and vegetables in respect of patients falling in this category. Protein foods will on an Order basis be outsourced by institution concerned.
- 30.2** Ensure that all non-perishable products or items are transported and delivered by means of appropriate vehicles on scheduled time. This shall be done at bid prices.
- 30.3** Ensure that all perishable products are transported in an insulated or refrigerated truck and that suppliers comply with relevant Health and Safety Regulations. Deliveries should take place on scheduled time. This shall be done at the bid prices.
- 30.4** Purchase and deliver foodstuff, products and materials prescribed herein;
- 30.5** Ensure that all provisioned products or items are issued to a designated official on scheduled times;
- 30.6** At the Company's own risk, manage and keep stock at the premises of the institution. Ownership of food stock and other material shall pass from the Service provider to the Institution upon issuing of such stock/material from the store rooms to a designated official. Issue lists shall be signed by a Service provider Representative/Official and designated official;
- 30.7** Arrange for and coordinate the supply and delivery of all the food stock, packaging materials etc, necessary for the preparation and distribution of all menus in accordance with the prescribed Food Specifications or equivalent thereof.

31. FOOD HYGIENE AND SAFETY:

- 31.1** Provide cleaning equipment and South African Bureau of Standards (SABS) approved material (chemicals) to all areas used by all staff within the foodservice unit. To ensure safety all cleaning materials should be compliant with Hazard Analysis Critical Control Point (HACCP) recommendations.
- 31.2** Ensure that all consumable items, insecticide, stationary and other material to be utilized in terms of this agreement are stored according to Health and Safety Regulations.
- 31.3** Comply with the requirements of the Health and Safety Act. 85 of 1993 and participate in Health and Safety programme of the Hospital e.g. National Core-standards or other projects initiated by Department;
- 31.4** Be responsible for Pest Control, which includes a full spray on a monthly basis of the foodservice unit, dining areas, scullery and related stores, as well as SABS approved aerosol insecticides. No additional cost will be charged for this service, as it is included as part of the overheads.
- 31.5** If the service was not effective then they should come and re-spray at their own costs within 2 weeks. The delegated person should keep a register and proof of fumigation done at the institution.
- 31.6** The service provider shall ensure that all Catering Staff keep themselves clean and wear appropriate protective clothing. This includes: disposable mop caps/ chefs hat/ banadine, chef's jacket & trouser, full length aprons, safety shoes which are acid resistant & non-slippery, overall).
- 31.7** The service provider shall ensure that all Catering Staff wash their hands thoroughly before handling food, after using the toilet and handling raw materials and waste, before starting work, after every break after blowing their nose.
- 31.8** Provisioning Staff shall inform the food service manager or supervisor on shift of any skin, nose, throat, stomach or bowel trouble or infected wound before commencing work. Appropriate action shall then be taken e.g. providing the worker with alternative work away from any food preparation or service.
- 31.9** The Service provider shall ensure that Provisioning Staff do not eat, smoke or drink in the kitchen, and shall further never cough or sneeze over food.
- 31.10** Reheated leftover food should be avoided at all costs.
- 31.11** The service provider shall ensure that the provisioning Staff employ the practice of 'clean as you go', ensuring that all pieces of equipment and surfaces are kept clean.
- 31.12** The service provider shall ensure that no raw eggs are given to clients or Staff and all other eggs are well cooked so as to decrease the risk of Salmonella infection.

32. FIRE CONTROL:

- 32.1** The Service provider shall ensure that Provisioning Company's staff are inducted on fire emergency procedures and control, and are made aware of where the fire extinguishing equipment is kept/ placed.

32.2 Ensure that Provisioning staffs are also inducted on Department’s disaster management procedure and participate in fire and disaster drills.

33. CLIENT SATISFACTION:

33.1 The Institution / Department will conduct opinion surveys to determine the quality of food and client satisfaction in the form of questionnaires at least quarterly three consecutive days and submit reports to the institution

33.2 All menus in use shall be displayed in the food service unit.

33.3 Food samples for each meal should be kept in the refrigerator

33.4 Menus are to be reviewed at least twice per year

34. MEAL SERVICE

34.1 All meals shall be pre-plated in the kitchen. Special diets shall be labeled according to their diet types.

34.2 Meals will be served as follows:

Description	Iris House Child and Youth Care Centre
Breakfast	06h00 – 07h00
Tea & Snack	10h00 – 11h00
Lunch	14h30 – 15h30 during weekdays and 13h00 – 14h00 on weekends and Public Holidays
Afternoon Snack	10h00 -17h00
Supper	18h00 – 19h00
Late night snack	21h00-22h00

35. FINAL CLOSE-UP REPORT (PLEASE NOTE THAT THIS IS NON NEGOTIABLE):

35.1 Upon completion of the first year, the Provisioning companies will submit a detailed first year report (2022), second report in 2023 and the final report (consolidated close-up reports) which include 1st year, and 2nd year and 3rd reports in 2024, the report shall include the following:

35.2 Introductions

35.3 Background and service provider with respect to food service management

- 35.4 Reports of Client satisfaction surveys conducted
- 35.5 Number of trainings conducted with attendance registers
- 35.6 Maintenance schedule and conducted maintenance with signatures from the equipment's manufacturer
- 35.7 Employee monthly signed wages schedule
- 35.8 Monthly and Quarterly reports attended
- 35.9 Total number of meals served
- 35.10 Total number of pests control conducted with certificates from the service provider
- 35.11 Skills transfer report
- 35.12 Conclusion

36. LEGISLATION:

- 36.1 The listed Acts/ Regulations are applicable in rendering a provisioning
- 36.2 Service and shall be adhered to at all times:
- 36.3 Occupational Health and Safety Act no. 85 of 1993
- 36.4 Foodstuffs, cosmetic and disinfectant act of 54 of 1972
- 36.5 The Compensation for Occupational Injuries and Diseases Act, 1993
- 36.6 Employment Equity act no. 55 of 1998
- 36.7 Labour Relations Act no. 66 of 1995
- 36.8 The Basic condition of Service Act
- 36.9 The Skills Development Act
- 36.10 The Unemployment Insurance Act
- 36.11 Health Act 63 of 1977
- 36.12 Protection of Personal Information Act 4 of 2013
- 36.13 Disaster Management Act 57 of 2002

5. BID AWARD AND CONTRACT CONDITIONS

- 5.1. 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.
- 5.2. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 5.3. Bidders must quote for all categorized items .Failure to quote for all categorized items in a category will invalidate the bid.
- 5.4. Bidders are encouraged to bid for districts as preference will be given to companies within the district.
- 5.5. The Department reserves the right to conduct inspection of the production process, the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering into a contract. In the event of a deviation being observed, the whole consignment should be rejected.

- 5.6. It should be noted that if deviations i.r.o supply and delivery of grocery are found and/or the company is failing to provide hygienic foods as per requirements of the specification, the contract may be terminated with the possible listing of the company on the National Treasury list of prohibited companies.
- 5.7. 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.
- 5.8. The department will verify supplier compliance on the Central Supplier Database report.
- 5.9. Limpopo Department of Social Development reserves the right to award the bid per district to one or more service providers per items categories.
- 5.10. The Department reserves the right to award this bid to more than one (01) bidder.
- 5.11. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 5.12. The award of the bid may be subjected to price negotiation with the preferred bidders
- 5.13. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 5.14. 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.
- 5.15. Bidders shall be notified about the departmental decision by means of publication in the Provincial Bid Bulletin.
- 5.16. The contract period will be from the commencement date of the contract.
- 5.17. The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).
- 5.18. The Department expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract.

15.1 PRICING INSTRUCTIONS

- 15.1.1 All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 15.2 All prices charged should be inclusive of business overheads and VAT except where there are VAT exempt or zero rated food items (brown bread, rice, fresh fruit and vegetables etc.). The bid proposal must clearly indicate the total price of bid.
- 15.2.1 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.
- 15.2.2 Bidders are advised to take into consideration all factors affecting prices for the duration of the contract. Application for price adjustment will not be considered.

6. CONTRACT ADMINISTRATION

- 6.1. Successful bidder(s) must report to the End-User's institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 6.2. Full particulars of such circumstances as well as the period of delay must be furnished.
- 6.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

7. DELIVERY MANAGEMENT

- 7.1. Delivery shall be in terms of the specification requirements.
- 7.2. Deliveries shall be made during official working hours: between 7h30-15h00.
- 7.3. The department will not incur costs for returned items that do not meet the specification
- 7.4. Grocery items should be delivered according to specified temperature to the delivery areas as indicated in the specification.
- 7.5. Failure to deliver within the stipulated delivery period, will lead to goods sourced on quotations based on the provision of the General Conditions of Contract clauses 21.4 and/or 21.6.
- 7.6. Persistent failure to deliver and deviation from the specification will ultimately lead to cancellation of the contract.
- 7.7. All food delivered in terms of a contract should be subject to inspection and approval by inspectors of the Directorate of Plant and Quality Control of the Department of Agriculture or any assignee designated in terms of section 2(3) (a) of the Agricultural Product Standards Act, 1990, or medical health officers, where and when available, at the dispatching or delivery points.

8. PAYMENT PROCESSES

- 8.1. Service providers Invoice will only be accepted upon delivery of satisfactory performance
- 8.2. Payments will be effected within thirty (30) days from date of receipt of the invoice.

9. SPECIAL CONDITIONS OF THE BID

- 9.1. The contractor and or his / her employees who were previously convicted of offences against children shall not be accepted therefore this will lead to automatic disqualification.
- 9.2. All clinical food supplements, for high protein diets will be provided by the visiting dietitians.
- 9.3. Successful bidder will provide menu items as per diet list.
- 9.4. Price quotations shall be inclusive of VAT except where there are VAT exempt or zero rated food items
- 9.5. Bidders shall quote for all cost factors of the specification.

- 9.6. Quotations on meals shall be given per main items only, e.g. Breakfast; Lunch, Supper and Snack in the slots provided, and not quote for ingredient list.
- 9.7. Quotations shall be **PER PERSON PER MEAL PER DAY**
- 9.8. Bidders shall quote for ALL meal plans.
- 9.9. All food supplements will be provided through the Child and Youth Care Workers Office.
- 9.10. The estimated numbers of clients to be served under each menu category are not fixed. They vary on a day to day basis. Charges to the department will be made based on the actual number of clients served per day. In instances where there are no children at a particular period, the number of employees as agreed with the department will still be paid their minimum monthly salaries or wages as per new National minimum wage.
- 9.11. The department will under no circumstances engage with sub-contractors or parties associated with the successful bidder including its main suppliers or manufacturers and furthermore suspicious fronting activities will be investigated and dealt with in accordance with the prescribed directives.
- 9.12. Bidders must quote for all list items in the item category of choice. **Failure to quote for all list items within the chosen category (ies) will invalidate the bid.**
- 9.13. Bidders are requested to quote in terms of the units of measure specified per individual items. **Failure to quote for all list items within the chosen category (ies) will invalidate the bid.**

10. EVALUATION OF BIDS

- 10.1. Evaluation of all bids received on the date and time of closure will be done in accordance with provisions of the following four (04) phases:
 - 10.1.1. Pre-qualification
 - 10.1.2. Administrative Compliance
 - 10.1.3. Technical Evaluation
 - 10.1.4. Price and B-BBEE Scoring (80/20)

10.2. Pre-qualification

- 10.2.1. 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.

10.3. Administrative Compliance

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

10.3.1. Bidders shall take note of the following guidelines:

- 10.3.1.1. Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name.

- 10.3.1.2. In the event where the trade name is different from the legal name, the **trade name** must be used as the name of the bidder and **NOT** the legal name.
- 10.3.1.3. Naming of the bidding company must be consistent in the bid document;
- 10.3.1.4. CSD report and any other document perceived to be important with regard to the identification of the bidder.
- 10.3.1.5. In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

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

- 10.4.1. DSD 1: Invitation to bid
- 10.4.2. DSD 3.1: Pricing schedule-firm prices
- 10.4.3. DSD 3.2 Pricing schedule-non firm prices
- 10.4.4. DSD 4: Declaration of Interest
- 10.4.5. DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2017.
- 10.4.6. DSD 8: Declaration of bidder's past supply chain management practices.
- 10.4.7. DSD 9: Certificate of Independent Bid Determination.

Note: Failure to complete the DSD 1, DSD 3.1 or DSD 3.2, DSD 4, DSD 8, DSD 9 forms WILL lead to disqualification of the bid. Non-completion and or non-signing of preference claim form (DSD 6.1) will not invalidate the bid but no points will be allocated even if the valid B-BBEE certificate or original sworn affidavit has been submitted.

10.5. Administrative Compliance:

10.5.1. Bids will be evaluated on the basis of the following administrative compliance elements:

- 10.5.1.1. Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).
- 10.5.1.2. Use of tipex in the bid document will lead to the disqualification of the bid.
- 10.5.1.3. Submission of a duly completed and signed bid document by an authorized representative. This refers to all DSD 1, DSD 3.1 or DSD3.2 DSD 4, DSD 8, DSD 9 forms as listed above. Where the subject matter in a specific form is not applicable, it should clearly be written: '**not applicable**'.
- 10.5.1.4. Completion of bid document must be in black or blue ink. (Completion in pencil or red ink will disqualify the bid).

- 10.5.1.5. Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.
- 10.5.1.6. Attachment of certified copies of identity documents for all the directors, shareholders, members, trustees, partners or founders of the bidding company.
- 10.5.1.7. All copies must have been certified within the past three months prior to date of closure of this bid.

Note: Failure to comply with the requirements listed above with exception of 10.5.1.5 will disqualify the bid.

10.6. Consortia / Joint Ventures / Partnership:

- 10.6.1. Over and above compliance with requirements listed in 11.5 above, the following must also be complied with by consortia and joint ventures entities:
- 10.6.2. Submission of duly signed agreement with clear responsibilities of each party.
- 10.6.3. Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.
- 10.7. Faxed or e-mailed or late bids **WILL NOT BE ACCEPTED.**

11. TECHNICAL REQUIREMENTS

37. TECHNICAL EVALUATION

(Bidders shall please attach detailed company profile that is reflective of previous engagements and knowledge pertaining to food services).

- 37.1 Attachment of company profile.
- 37.2 Proof of duly completed and signed financial capacity in accordance with the law and ability to execute the contract.
- 37.3 A detailed training manual as well as the training matrix with the topics stipulated above.
- 37.4 A letter of agreement with the pest control company for delivery of service for the period of the contract.
- 37.5 Hospitality setting environment (the bidder shall have catered in a facility setting as proof of track record). Details of contactable references shall be attached and submitted with the bid document.
- 37.6 Proof of access to transport to deliver the ingredients safe to the institution, including the cold chain vehicles.
- 37.7 Attachment of original signed, stamped letters from bidder's main supplier indicating the following:
- 37.8 Availability of light delivery vehicle (s) (owned or rented)

37.9 Safe transportation of food items.

37.10 Certified copies of registration certificates in both instances (either owned or rented) must also be attached.

37.11 Analysed summer menu by a registered dietician shall be submitted with the bid document.

37.12 Letters from suppliers confirming future access to appropriate quantities of ingredients to use (i.e. food and drinks to be used).

37.13 Details of previous experience, with contactable references.

37.14 Submit minimum of two (2) qualifications (Grade 12 or prior experience in food services management or NQF Levels 3 or 4 in hospitality management) for staff to be employed.

Please take note that misrepresenting of facts is illegal and punishable by law as such it will lead to disqualification of the bid and restricting of the company.

It is compulsory that bidders comply with all aspects of technical requirements and compliant bidders will be considered for next phase of evaluation

11.1. In the event where the bidder is not the manufacturer or dealer, the bidder must on submission of this bid, attach to the bid document, a written undertaking, commitment or letter of intent to support the bidder from the manufacturer or dealer.

Take note that misrepresenting facts is illegal and will lead to disqualification of the bidder and blacklisting of the company.

38. FUNCTIONALITY EVALUATION

TOTAL SCORE	100 POINTS
ACCEPTABLE MINIMUM SCORE	60 POINTS (60% OF TOTAL POINTS FOR FUNCTIONALITY)
WEIGHTS IN TERMS OF %	100%

NO	CRITERIA	ELEMENT BREAKDOWN	SCORING VALUES	WEIGHT IN %
1.	Experience of the bidding company in rendering catering services in a Hospitality setting environment or provision of catering services (provide references)	Evidence of catering services in a Hospitality setting environment above three (3) years. Proof of provision of successful catering service of (100) or more people	30	30%
		Evidence of catering services in a Hospitality setting environment for a minimum of two (2). Proof of provision of successful catering service between 99 and (50)	15	

		Evidence of catering services in a Hospitality setting environment below two (2) years. Proof of provision of successful catering service of below (50).	10	
2.	Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor.	Submission of a valid letter from financial institution to the minimum monetary value of R60 000.00 issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor	20	20%
		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	
		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	5	

		Registered Auditor		
		Non-submission of proof of duly completed and signed financial capacity in accordance with the law	0	
3.	Capacity of key personnel specifically at management level (attach CV's and copies of certificates)	Relevant tertiary qualifications and experience of key personnel for a period of five (5) years and above	20	20%
		Relevant tertiary qualifications and experience of key personnel for minimum of three (3) and below five (5) years	10	
		Relevant tertiary qualifications and experience of key personnel below three (3) years	5	
4.	Submission of Training Manuals and Training Programme (attach Training Manual, Training Programme and training matrix)	Submission of Training Manual, Training Programme and training matrix according to the set standards and policies of food handlers as stipulated by THETA (Tourism and Hospitality SETA) at an NQF level.(with six programmes as required)	30	30%
		Submission of Training Manual, Training Programme and training matrix according to the set standards and policies of food handlers as stipulated by THETA (Tourism and Hospitality SETA) at an NQF level.(with less than four but equal to three required programmes)	20	
		Submission of training manual, training programme and training matrix according to the set standards and policies of food handlers as stipulated by THETA	15	

	(Tourism and Hospitality SETA) at an NQF level.(with less than three required programmes)		
	Training Manual or Training programme not aligned to the stipulations of THETA	5	

The bidders are expected to score a minimum of sixty (60) points on functionality in order to proceed to the next phase of evaluation being price and preferential points.

39. PREFERENTIAL PROCUREMENT POINTS ALLOCATION

39.1 The value of the bid is below **R50 000 000.00** as such it will be evaluated based on a 80/20 point scoring system, and points are allocated as follows:

39.1.1 Price	-	80 points
39.1.2 B-BBEE Status Level of Contribution	-	20 points
Total	-	100 points

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

40. SESHEGO TREATMENT CENTRE

Estimated total number of clients is fifty four (54).

RECOMMENDED MEAL PLAN FOR ADULTS

BREAKFAST			1st Year Price	2nd Year Price	3rd Year Price
			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Cereal/Porr	200g				
Fresh Milk	200ml				
Sugar	20g				
Bread	120g				
Marg	20g				
Jam	20g				
Protein	1port				
Tea/Coffee	2.5g				
Fresh Milk	125ml				
Sugar	10g				
SNACK			R.....	R.....	R.....
Item	Portion size	Remarks	NO QUOTE ON THIS BLOCK		
Fruit	1 portion				
LUNCH			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Protein	300/250/200g				
Starch	400/350g				
Veges/Salad	2portions/100g				
Fruit Juice	250ml				
Dessert	125ml				
SUPPER			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Protein	300/250/200g				
Starch	400/350g				
Veges/Salad	100g				
Fruit Juice	250ml				
Dessert	125ml				
LATE NIGHT SNACK			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Fruit	1 portion	Fruit			
TOTAL COST PER CLIENT PER DAY IN RESPECT OF BREAKFAST, SNACK, LUNCH, SUPPER AND			1st Year Price	2nd Year Price	3rd Year Price

LATE NIGHT SNACK	R.....	R.....	R.....
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CYCLE SPECIAL DIET MENU: C FOR SESHEGO TREATMENT CENTER

BREAKFAST			1st Year Price	2nd Year Price	3rd Year Price
			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Cereal/Porr	200g				
Skimmed Milk	200ml				
Sweetener's	Sweetener's				
Bread	120g				
Marg	20g				
Diabetic Jam	20g				
Protein	1port				
Tea/Coffee	2.5g				
Fresh Milk	125ml				
Sweetener's	Sweetener's				
SNACK					
Item	Portion size	Remarks	NO QUOTE ON THIS BLOCK		
Fruit	1 portion				
LUNCH			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Protein	300/250/200g				
Starch	400/350g				
Veges/Salad	2portions/100g				
Fruit Juice(LowGI)	250ml				
Diabetic custard	125ml				
AFTERNOON SNACK			R.....	R.....	R.....
			NO QUOTE ON THIS BLOCK		
Snack:Fruit	1 portion				
SUPPER			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Protein	300/250/200g				
Starch	400/350g				
Veges/Salad	100g				
LATE NIGHT SNACK			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Fruit	1 portion	Fruit			
Snack	4 portions	Provita			
TOTAL COST PER CLIENT PER DAY IN RESPECT OF BREAKFAST, SNACK, LUNCH, SUPPER AND LATE NIGHT SNACK			1st Year Price	2nd Year Price	3rd Year Price
			R.....	R.....	R.....

RECOMMENDED VIP MEAL PLAN

BREAKFAST			1st Year Price	2nd Year Price	3rd Year Price
Item	Portion size (as cooked)	Remarks	R.....	R.....	R.....
Cereal / porridge	250 g		NO QUOTE ON THIS BLOCK		
Milk	250 ml				
Sugar	20 g				
Bread	120 g (4 slices)				
Margarine	20 g				
Jam	20 g				
Protein rich dish	1 portion	1 egg or 25 g cheese or 70 g meat / fish			
Coffee or tea	2,5 g or 1,5 g				
LUNCH			R.....	R.....	R.....
Item	Portion size (as cooked)	Remarks	NO QUOTE ON THIS BLOCK		
Protein rich dish	1 portion	With bone 300g			
		Without bone 280g			
		Chicken portions Fillets 280g			
Starch	1 portion	400g			
		Potatoes 200g			
Vegetable and / or salad	2 portions(100 g each)				
Dessert	125 ml Custard				
	125 ml Jelly				
Cool drink/fruit juice	330ml				
Mineral water	500ml				
TOTAL COST PER CLIENT PER DAY IN RESPECT OF BREAKFAST, AND LUNCH			1st Year Price	2nd Year Price	3rd Year Price
			R.....	R.....	R.....

OVERHEAD COSTS

No	Description	Monthly costs Year 1	Monthly costs Year 2	Monthly costs Year3
1	Administration Costs			
2	Salaries			
GRAND TOTAL				



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

ANNEXURE A: 8 DAYS CYCLE NORMAL (ADULTS) MENU: A FOR SESHEGO TREATMENT CENTER

Meal Pattern	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
BREAKFAST								
Cereal/Porr	All bran flakes	Oats	Soft Porridge	Maltabella	Soft Ting	All bran Flakes	Oats	Maltabella
Fresh Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
Bread	Brown Bread	Brown Bread	Toasted Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread
Marg	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Jam	StrawberryJam	ApricotJam	Mixed FruitJam	Raspberry Jam	StrawberryJam	Apricot Jam	Mixed FruitJam	Raspberry Jam
Protein	3 Fish Fingers, tomato slices	Vienna+Baked beans	Cheese & polony		PeanutButter	Gouda Cheese-Polony	Boiled Vienna& Fried Egg	Baked Beans
Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee
Fresh Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
AM TEA								
Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit
LUNCH								
Protein	Grilled Chicken	Stew Beef	Stewed giblets	Boiled Vienna	Macaroni and mince	Beef Burger and chips	Chicken Burger	Meat balls
Starch	Rice	Boiled rice	Pap	Bread/Chips				Mealie rice
Veges/Salad	Mixed veges	Boiled green beans	Boiled spinach		Cucumber salad	Green salad	Slice tomato	Boiled Carrots
Fruit Juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice
Dessert	Custard	Jelly	Apple crumb	Malva pudding	Custard	Jelly	Apple crumb	Malva pudding
SUPPER								

Protein	Wors and gravy	Pilchard fish	Chicken curry	Beef Stew	Chicken Curry	Wors	Beef & bean stew	Roast Chicken
Starch	Pap	Mealie rice	Rice	Samp	Mealie Rice	Pap	Samp	Potato wedges
Vege/Salad	Green Salad	Bean Salad	Boiled Cabbage	Carrot/pineapple salad	Bean Salad	Tom & Cucu salad	Green salad	Greek salad
Snack:Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit

ANNEXURE B: 8 DAYS CYCLE NORMAL YOUTH MENU: SESHEGO TREATMENT CENTRE

Meal Pattern	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
BREAKFAST								
Cereal/Porr	All bran flakes	Oats	Soft Porridge	Maltabella	Soft Ting	All bran Flakes	Oats	Maltabella
Fresh Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
Bread	Brown Bread	Brown Bread	Toasted Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread
Marg	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Jam	StrawberryJam	ApricotJam	Mixed FruitJam	Raspberry Jam	StrawberryJam	Apricot Jam	Mixed FruitJam	Raspberry Jam
Protein	3 Fish Fingers, tomato slices	Vienna+Baked beans	Cheese & polony		PeanutButter	Gouda Cheese-Polony	Boiled Vienna& Fried Egg	Baked Beans
Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee
Fresh Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
AM TEA								
Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit
LUNCH								
Protein	Grilled Chicken	Stew Beef	Stewed giblets	Boiled Vienna	Macaroni and mince	Beef Burger and chips	Chicken Burger	Meat balls
Starch	Rice	Boiled rice	Pap	Bread/Chips				Mealie rice
Vege/Salad	Mixed veges	Boiled green beans	Boiled spinach		Cucumber salad	Green salad	Slice tomato	Boiled Carrots
Fruit Juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice
Dessert	Custard	Jelly	Apple	Malva pudding	Custard	Jelly	Apple	Malva

			crumb				crumb	pudding
SUPPER								
Protein	Wors and gravy	Pilchard fish	Chicken curry	Beef Stew	Chicken Curry	Wors	Beef & bean stew	Roast Chicken
Starch	Pap	Mealie rice	Rice	Samp	Mealie Rice	Pap	Samp	Potato wedges
Veges/Salad	Green Salad	Bean Salad	Boiled Cabbage	Carrot/pineapple salad	Bean Salad	Tom & Cucu salad	Green salad	Greek salad
Snack: Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit
Snack	Provita	Provita	Provita	Provita	Provita	Provita	Provita	Provita



ANNEXURE C: 8 DAYS CYCLE SPECIAL DIET MENU SESHEGO TREATMENT CENTRE

Meal Pattern	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8
BREAKFAST								
Cereal/Porr	All bran flakes	Oats	Soft Porridge	Maltabella	Soft Ting	All bran Flakes	Oats	Maltabella
Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk
Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's
Bread	Brown Bread	Brown Bread	Toasted Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread
Marg	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Diabetic Jam	StrawberryJam	ApricotJam	Mixed FruitJam	Raspberry Jam	StrawberryJam	Apricot Jam	Mixed FruitJam	Raspberry Jam
Protein	3 Fish Fingers, tomato slices	Vienna+Baked beans	Cheese & polony	Vienna+Baked beans	PeanutButter	Gouda Cheese-Polony	Boiled Vienna& Fried Egg	Baked Beans
Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee	Tea/Coffee
Fresh Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk	Skimmed Milk
Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's	Sweetener's
AM TEA								
Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit
LUNCH								
Protein	Grilled Chicken	Stew Beef	Stewed giblets	Boiled Vienna	Macaroni and mince	Grilled chicken breasts	Chicken Burger	Meat balls
Starch	Rice	Boiled rice	Pap	Bread/Chips		Rice		Mealie rice
Veges/Salad	Mixed veges	Boiled green beans	Boiled spinach		Cucumber salad	Green salad	Slice tomato	Boiled Carrots
Fruit Juice(LowGI)	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice
Diabetic	Custard	Jelly	Custard	Custard	Custard	Custard	Custard	Custard

Snack:Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit
SUPPER								
Protein	Wors and gravy	Pilchard fish	Chicken curry	Beef Stew	Chicken Curry	Wors	Beef & bean stew	Roast Chicken
Starch	Pap	Mealie rice	Rice	Samp	Mealie Rice	Pap	Samp	Potato wedges
Veges/Salad	Green Salad	Bean Salad	Boiled Cabbage	Carrot/pineapple salad	Bean Salad	Tom & Cucu salad	Green salad	Greek salad
Snack:Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit	Fruit

10. CONTACT DETAILS

TECHNICAL ENQUIRIES	ADMINISTRATION
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