



SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH					
BID NUMBER:	HEDP 019/23/24	CLOSING DATE:	12 APRIL 2024	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY AND DELIVERY OF GROCERIES TO ALL INSTITUTIONS IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE					
THE BID BOX IS GENERALLY OPENED 24 HOURS, 7 DAYS A WEEK					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Simango T.O/ Ms. Motene N.M		CONTACT PERSON	Mr. P.S Matthews	
TELEPHONE NUMBER	015 293 6352/ 6350 071 861 9937/ 063 692 9368		TELEPHONE NUMBER	015 293 6198 073 554 5739	
E-MAIL ADDRESS	Tintswalo.Simango@dhsd.limpopo.gov.za Ntlama.Maphahlele@dhsd.limpopo.gov.za		E-MAIL ADDRESS	Daddy.Matthews@dhsd.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 3.1

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

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

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

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

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

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

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state** The applicable preference point system for this tender is the **90/10** preference point system.

a) The **90/10** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces

revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise Located in Limpopo	3/10	
SMMEs	2/10	
Woman	2/10	
Disabled Person	1/10	
Youth	2/10	

- 4.2.1. **People living with Disability:** Submission of signed letter by a Medical Practitioner(Doctor's letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
- 4.2.2. **Women :** Bidders must submit the latest full Central Supplier Database (CSD report).
- 4.2.3. **Youth:** Bidders must submit the latest full Central Supplier Database (CSD report).
- 4.2.4. **Enterprise Located in Limpopo:** Bidders must attach proof of residence of where the enterprise is allocated.
- 4.2.5. **SMMEs:** Bidders must attach valid original sworn affidavit.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**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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<p>1. Definitions</p>	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
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2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance Security	<p>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.</p> <p>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.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not</p>

	<p>to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p>

	<p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract Amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>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.</p>
	<p>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.</p> <p>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.</p>
	<p>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.</p>
	<p>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.</p> <p>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.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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</p>

	<p>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.</p> <p>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.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> 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. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 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 Bid 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 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
24. Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p>

	<p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p>
28. Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment</p>
29. Governing Language	<p>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.</p>
30. Applicable Law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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.</p> <p>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.</p>
32. Taxes and Duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	<p>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.</p>
34. Prohibition of Restrictive practices	<p>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).</p> <p>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.</p> <p>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.</p>

DECLARATION OF COMPLIANCE GENERAL CONDITIONS OF CONTRACT

<p>The bidder declares to accept all the Conditions as outlined in the scope of work as specified above by indicating with an "X" in the "ACCEPT ALL" column.</p>	ACCEPT ALL	DO NOT ACCEPT ALL

NOTE: FAILURE TO ACCEPT ALL THE SCOPE OF WORK AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.

Signature.....Name (in print).....

Date.....

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LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
HEALTH

**SPECIAL CONDITIONS OF THE CONTRACT
(TERMS OF REFERENCE)**

**HEDP 019/23/24: SUPPLY AND DELIVERY OF GROCERIES TO ALL INSTITUTIONS IN THE LIMPOPO
DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

1. DEFINITIONS

Unless the context indicates otherwise, the following terms used in this bid shall have the following meaning:

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 Health 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 Health to submit a bid in response to this bid invitation.
Client	Government departments, provincial and local administrations that participate in Department of Health 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 Health (LDoH)
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 Health's delegate by the successful Bidder in terms of this bid.

Internal Collaboration	collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
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.
Licences	conditional use of another party's intellectual property rights.
Limpopo Department of Health	All Institutions
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.

2. PURPOSE

- 2.1. The purpose of this Request for Bids(RFB) is to solicit bids from potential bidder(s) for the supply and delivery of groceries in the Limpopo Department of Health for a period of 36 months, at competitive prices, efficiently, timeously and dependably.

- 2.2. This Request for Bid (RFB) document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Limpopo Department of Health for the supply and delivery of groceries to Limpopo Department of Health for a period of 36 months.
- 2.3. The Limpopo Department of Health (LDoH) intends to appoint a service provider that will supply and deliver Groceries to various Hospitals, based on their required food supplies as and when the need arise.

3. BACKGROUND

- 3.1. The Department is committed to provide quality health care services that is accessible, comprehensive, integrated, sustainable and affordable for the life of people in Limpopo Province.
- 3.2. The vision of the Limpopo Department of Health (LDoH) is to provide value-based procurement services at all Hospitals that will promote equal access to healthy and nutritious food. These foods will include non-perishable food items, which are beneficial to human health and contribute to a healthy diet that aids in the provision of quality patient care.

4. SCOPE OF WORK

- 4.1. The bidder/s will be required to supply and deliver the required Groceries as stated/presented with the Hospital as indicated in the delivery schedules with the order.
- 4.2. The delivery schedule as stated by the Hospitals shall be strictly adhered to by the Bidder/s (Monday to Friday from 07h30 till 15h30) except on public holidays.
- 4.3. All Groceries supplied to the Hospitals should be according to the quality requirements as mentioned on the specification.
- 4.4. The prospective bidder/s must bid all items under each category as indicated in this specification. The bidder must ensure that food supplies are in line with SABS food hygiene management standard SANS 100049 and the NDoH regulations governing hygiene requirements and the transportation of food R918, among other key legislation, regulations and standards.
- 4.5. Supply and delivery of the following items will constitute the scope of work to be undertaken by the appointed service provider(s): Supply and delivery of (amongst other items) Hot Beverages (Tea, Coffee & Soups), Sugar, Biscuits, Spreads & Margarine, Confectionery and Desserts, Canned Fruit, Milk Powder, Legumes and Cereals, Maize and Flour Products, Flour, Cold Beverages, Condiments and spices, fish processes, Stocks and Soup Powder, Rice and Pastas, Cooking Oil, Disposable items.
- 4.6. The provision of health care services follows the specified legislative requirements, policies and procedures that needs to be adhered:
 - The Constitution of South Africa as Amended (Act No. 108 Of 1996), Chapter 2, section 27;
 - National Health Act , No. 61 of 2003;
 - Foodstuffs, Cosmetics and Disinfectants Act,1972 (Act 54 of 1972)
 - Policy for food service management in public health establishment,2010

- Regulations governing general hygiene requirements for food premises and the transport of food, Notice No. R. 723 of 12 July 2002
- Occupational Health And Safety Act;
- In accordance with National Health Act, 2003: Norms and Standards Regulations in terms of Section 90 (1)(B) And (C) of the National Health Act, 2003 (Act No. 61 Of 2003), applicable to certain categories of Health establishments:

5. TABLE : LIST OF DISTRICTS / VERTICAL INSTITUTIONS

DISTRICT	INSTITUTION	BED CAPACITY
Capricorn District	1. Thabamooopo Hospital	786
	2. Lebowakgomo Hospital	252
	3. Zebediela Hospital	108
	4. Seshego Hospital	180
	5. Botlokwa Hospital	56
	6. Helena Franz Hospital	149
	7. FW Knobel Hospital	243
	8. Mankweng Hospital	509
	9. Pietersburg Hospital	702
Sekhukhune District	1. Philadelphia Hospital	538
	2. Jane Furse Hospital	252
	3. ST Ritas Hospital	400
	4. Dilokong Hospital	324
	5. Mecklenburg Hospital	105
	6. Matlala Hospital	120
	7. Groblersdal Hospital	52
Mopani District	1. Evuxakeni Hospital	400
	2. Letaba Hospital	400
	3. Nkhensani Hospital	360
	4. Sekororo Hospital	208
	5. Van Velden Hospital	86
	6. DR CN Phathudi Hospital	200
	7. Maphutha Malatjie Hospital	100
	8. Kgapane Hospital	262
Vhembe District	1. Elim Hospital	550
	2. Tshilidzini Hospital	538

DISTRICT	INSTITUTION	BED CAPACITY
	3. Malamulele Hospital	256
	4. Donald Frazer Hospital	349
	5. Messina Hospital	92
	6. Louis Trichardt Hospital	52
	7. Hayani Hospital	390
	8. Siloam Hospital	350
Waterberg District	1. Thabazimbi Hospital	112
	2. Ellisras Hospital	130
	3. Warmbath Hospital	120
	4. George Masebe Hospital	260
	5. Voortreker Hospital	91
	6. Mokopane Hospital	273
	7. Witpoort Hospital	70
	8. FH Odendaal/MDR TB Hospital	166

6. KEY ASPECTS OF THE BID PROPOSAL AND GENERAL CONDITION OF CONTRACT INSTRUCTIONS

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

- 6.1 The successful bidder will be bound by Government Procurement: Special Conditions of Contract (SCC), which will form part of the signed contract with the successful bidder. However, LDoH reserves the right to include or waive any condition in the signed contract.
- 6.2 The signed contract, which is inclusive of the GCC, SCC and Technical specification shall be signed within seven (7) after the acceptance of the award of the bid. SLA which is regarded as a performance agreement by the LDoH shall be negotiated with the end-user and signed off 30 days after signing of the contract with the Accounting Officer.
- 6.3 LDoH reserves the right to –
 - 6.3.1 Negotiate the conditions, or
 - 6.3.2 Automatically disqualify a bidder for not accepting these conditions.
 - 6.3.3 In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when requested upon to do so; LDoH shall disqualify the bid.
- 6.4 Bidders must take note of the following fundamental aspects before submission of their bid proposals.
- 6.5 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be accepted.
- 6.6 In order to evaluate and adjudicate bid effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to terms of reference.
- 6.7 The bid document must be completed with indelible ink and alterations/corrections must be signed (No correction fluid/eraser allowed);

- 6.8 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 6.9 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 disqualify the bid and may further exercise any of the remedies available to it.
- 6.10 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 6.11 The department reserves the right to invite any bidder for a formal presentation during the evaluation. A bidder should be prepared to do so at a venue that is convenient to the LDoH. All costs involved in the presentation or demonstration shall be borne by the bidder.
- 6.12 The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.
- 6.13 Bid document are required supporting documents must be chronologically indexed with contents list.

6.14 BID AWARD AND CONTRACT CONDITIONS

- 6.14.1 Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 6.14.2 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Tender Bulletin, Departmental website and E-tender portal.

6.15 THE BID ALLOCATION STRATEGY

The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award:

- 6.15.1 The bid shall be allocated based on scoring ranking price and specific goals.
- 6.15.2 The price of the winning bidder shall be utilized to pass the bid from winning bidder to acceptable bids in terms of price and specific goals ranking (on a sliding scale from 2nd highest bidder).
- 6.15.3 The overall winning bidder shall be allocated the biggest Hospital in terms of Hospital Beds.
- 6.15.4 In the event any bidder is awarded and rejects the award, the award shall be taken back to the winning bidder after exhausting the allocation of all preferred bidders.

6.16 RISK MANAGEMENT ON PRICING AND AWARDING

- 6.16.1 The Department shall conduct market research to determine if preferred bidder did not underquote or overcharge their offer.
- 6.16.2 Overcharged prices by the preferred bidder shall be subjected to price negotiation or a price offer by the department(as a process to kickstart the negotiations).

- 6.16.3 Underquoted prices shall be subjected to price justification (preferred bidder shall be required to justify their prices failure which will render their bid unacceptable/disqualified).
- 6.16.4 All prices charged must be inclusive of business overheads, applicable taxes, and VAT. **NB: Successful bidders who are not registered for VAT at the time of bidding must register as required by law within 30 days after award.**
- 6.16.5 Bidders must quote for all items under this bid and those who do not quote for all items shall be unaccepted/disqualified.
- 6.16.6 **Arithmetic errors on the provided locked Excel pricing schedule will be rectified on the following basis:**
 - 6.16.6.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid shall be disqualified.
 - 6.16.6.2 Bids that fail to conform to the conditions as set out under this pricing structure and schedule shall be disqualified.
 - 6.16.6.3 Bidders to take note that the bid shall be valid for a period of 180 days and the validity period may be extended if necessary.
- 6.17 **PRICE ADJUSTMENTS (CONSUMER PRICE INDEX)**
Bidders must take note that prices shall be firm for the first twelve month of the contract, thereafter a CPI price adjustment shall be applicable **annually if necessary**.
- 6.18 **DECLARATION OF COMPLIANCE TO SCC**

<p>The bidder declares to accept all the Conditions as outlined in the SPECIAL CONDITIONS OF CONTRACT as specified above by indicating with an "X" in the "ACCEPT ALL" column.</p>	ACCEPT ALL	DO NOT ACCEPT ALL

NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.

Signature.....Name (in print)

Date.....

7 EVALUATION CRITERIA

This bid shall be evaluated in Three (03) phases as follows:

- Phase 1: Administrative Compliance
- Phase 2: Evaluation on Price and specific goals
- Phase 3: Site Inspection

7.1 PHASE 1: ADMINISTRATIVE COMPLIANCE

The LDoH has prescribed minimum administrative requirements that must be met by all bidders, in order to for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

- 7.1.1 Where the bidder fails to comply fully with any of the administrative bidding requirements under the bid or the LDoH is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDoH reserves the right to:
 - 7.1.1 Rejects the bid in question and not evaluate it at all.
 - 7.1.2 Give bidder an opportunity to submit and /or supplement the information and /or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDoH and such supplementary information/ documentation is only administrative and not substantive in nature. The evaluation team shall agree on the maximum timeframe to be granted to furnish the information required.
- 7.2 Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.
- 7.3 The LDoH may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.
- 7.4 Verification of experience and other critical documentation may be done
- 7.5 **Bidders shall take note of the following guidelines:**
 - 7.5.1 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for evaluation. The bidder shall respond with **"Comply"**, **"Not Comply"** or **"Not Applicable"** in the apportioned spaces. The **"Not Applicable"** answer shall only be considered where the response field has the wording **"If Applicable"**.

NB: Bidders may be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements or failure to attach or complete and/or sign any of the designated areas of the documents mentioned above shall be disqualified. Bidders may be given an opportunity to remedy administrative errors or omissions that are not substantive in nature(which does not advance the bidder or provide an advantage to the bidder). This shall be on the discretion of the evaluation committee.

PHASE 1 : ADMINISTRATIVE BIDDING REQUIREMENTS

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.5.1.1	Submission of the following standard bidding documents (fully completed and signed)	
(i)	SBD 1: Invitation to Bid,	
(ii)	SBD 3.1: Firm Prices	
(iii)	SBD 4: Bidders disclosure NB. All companies that are under the name of the director/shareholder or member or trustees must be declared, irrespective of whether they(companies) are used for bidding or not. Including Joint Venture/ Consortium/Partnership	
7.5.1.2	Attachment of Central Supplier Database Registration Report (CSD). NB Bidders must attach a <u>FULL CSD REGISTRATION REPORT</u> not a summary report.	
7.5.1.3	In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:	
(i)	Signed agreement between involved parties indicating the lead member;	
(ii)	Every member of the Consortium or Joint Venture or Sub-contractor is registered on the Central Supplier Database and must submit their own <u>FULL CSD REGISTRATION REPORT</u> and not a summary report.	
(iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.5.1.4	Bid declarations: The following declarations must be completed and signed (failure shall render the bid invalid) <ul style="list-style-type: none"> ✓ General conditions of the contract (GCC) ✓ Special Conditions of Contract (SCC) 	
7.5.1.5	Financial Capacity of the bidder to a minimum sum of Two Hundred and Fifty Thousand Rand only (R 250 000.00): The financial capacity of the bidder shall be tested through the following: <ul style="list-style-type: none"> ✓ An undertaking by registered financial institution (bank) to provide funding/revolving credit, or overdraft facility. (Not a conditional assessment of Credit Rating or Bank Rating) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ✓ An undertaking by the National Credit Regulator/Financial Service Provider (NCR/FSP) registered institution to provide funding / revolving credit when the tender is successfully awarded. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ✓ A three-month bank statement with the required minimum value not older than 30 days from closure of the bid. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ✓ An investment account with a minimum required value accessible within a period not exceeding 32 days of withdrawal of the investment (after award) 	
7.5.1.6	Delivery Commitment Letter: <ul style="list-style-type: none"> ✓ Bidder shall submit a letter on the company letterhead committing and binding/obligating the bidder that delivery of the ordered supplies/items/goods will take place within 3 working days after receipt of the official order. ✓ The delivery times must be explicit in the letter and shall be between 7:30 to 15h30 from Monday to Friday except public holidays. 	
7.5.1.7	<ul style="list-style-type: none"> ✓ If the bidder is not an independent distributor/supplier/service provider (sourcing the products from another company/manufacturer), a letter of commitment from the principal supplier/manufacturer formalizing the distribution agreement between the two companies should be included in the bid document - Letter must be signed by delegated authority and must be on the letterhead of the principal supplier. 	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.5.1.8	<ul style="list-style-type: none"> ✓ Bidders must provide a list of the following delivery vehicles with proof of ownership if owned or Lease Agreement or an undertaking by the leasing entity if intend leasing: <ul style="list-style-type: none"> a. 1 X Dust Proof Panel Van or b. 1 X Dust Proof Truck 	
7.5.1.9	<p>Business Premises Bidders must provide a copy of the following documents concerning the business premises:</p> <ul style="list-style-type: none"> ✓ Provide Proof of: Certificate of acceptability / letter of hygienic and safety compliance from Environmental Health Official within the local municipality of the business (the bidder). ✓ Attach proof of ownership of business site. In the case of leased property, lease agreement spelling out duration of lease (start and end dates) must be attached. <p>NB: The premises is where site inspection shall be conducted. Successful bidders shall be expected to deliver goods that are from the original assessed/ inspected supplier/ distributor</p>	

7.6 PHASE 2: EVALUATION ON PRICE AND SPECIFIC GOALS

This bid shall be evaluated in terms of 90/10 preference points system.

7.6.1 To be eligible to claim for preference points, bidders must complete SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022.

7.6.2 Points shall be awarded to a bidder for attaining the preferential procurement points in accordance with the table below:

PREFERENTIAL GOALS	PREFERENTIAL POINTS
	90/10
Enterprise located in Limpopo Province	3/10
SMMEs	2/10
Woman	2/10
Disability Persons	1/10
Youth	2/10

7.6.3. SPECIFIC GOALS

To be eligible to claim for preference points in terms of Preferential Procurement Policy 2022, bidders must submit or provide proof of the following documents:

- 7.6.2.1 **People living with Disability:** Submission of signed-letter by a Medical Practitioner(Doctor's letter) indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
- 7.6.2.2 **Women:** Bidders must submit the latest full Central Supplier Database (CSD report).
- 7.6.2.3 **Youth:** Bidders must submit the latest full Central Supplier Database (CSD report).
- 7.6.2.4 **Enterprise Located in Limpopo:** Bidders must attach proof of residence of where the enterprise is allocated.
- 7.6.2.5 **SMMEs:** Bidders must attach a valid original sworn affidavit.

7.6.3 PRICING INSTRUCTIONS

- 7.6.3.1 All prices charged must be inclusive of business overheads and VAT. NB: Successful bidders who are not registered for VAT at the time of bidding must register, as required by law, immediately after the award.
- 7.6.3.2 The price must be inclusive of delivery charges (No delivery cost may be claimed separately).
- 7.6.3.3 The Pricing Schedule (Pricing Proposals) (**ANNEXURE B**) will be accessed from the departmental website, www.doh.limpopo.gov.za and E-Portal: www.etenders.gov.za

7.7 PHASE 3: SITE INSPECTION

- 7.7.1 Site inspection will ONLY be conducted to addresses given below 7.7.2 , for bidders whose bids have satisfied all requirements of the bid. **Written notice of change of business address must reach the Departmental Supply Chain Management Office before the inspection date:**

7.7.2 ADRESSES WHERE PHYSICAL SITE INSPECTION WILL BE CONDUCTED

7.8 Site Inspection Requirements

- 7.8.1 Physical Existence of the premises in line with the footprint
- 7.8.2 Physical Existence of Suitable delivery vehicles

7.8.3 Physical Existence of valid Certificate of Acceptability in terms of regulations R638 governing General Hygiene Requirements for food premises, the transportation of food and related matters.

7.8.4 Food Processing Practice in terms of regulations R638 governing General Hygiene Requirements for food premises, the transportation of food and related matters.

7.9 SITE INSPECTION CRITERIA

TOTAL SCORE	100
ACCEPTABLE MINIMUM SCORE	70

NO	BUSINESS REQUIREMENT	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
1.	Physical Existence and hygiene of the business	15	Availability of storage rooms , Personnel Hygiene , food handling practices , temperature control , monitoring and record keeping	5
				Good
			Availability of storage rooms , Personnel Hygiene , hygiene and food handling practices , temperature control , monitoring	3
				Average
			Availability of storage rooms, Personnel Hygiene, hygiene and food handling practices.	1
				Poor
2.	Physical Existence of the premises in line with the footprint	10	No availability of physical structure	0
				Non-Existent
			Availability of the physical existence as per footprint address attached in the bid documents for at least 3 months from the closing date of the Bid	5
				Good
			Availability of the physical existence as per footprint address attached in the bid documents for more than three months from the closing date of the Bid	3
				Average
3.	Suitable delivery vehicle	35	None Attachment of the physical existence as per footprint address attached in Limpopo	1
				Poor
			None Attachment of the physical existence as per footprint address attached in the bid documents	0
				Non-Existent
			Dust proof panel Van and dust proof truck.	5
				Good

NO	BUSINESS REQUIREMENT	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
			Dust proof Panel van or Truck	3 Average
			Panel van or truck	1 Poor
			No suitable vehicles	0 No vehicles
4.	Certificate of acceptability	40	Certificate of acceptability in line with the operations of the business	5 Good
			Certificate of acceptability not displayed	3 Average
			Certificate of acceptability not aligned with the operations of the business	1 Poor
			Not Available	0 Not available

Bidders who fail to obtain a minimum score of 70 points shall be disqualified.

8. BRIEFING SESSION

There will be no briefing session for this Bid.

9. ENQUIRIES

Physical Address:	Technical Enquiries	Bidding Process
Department of Health 18 College Drive Polokwane 0699	Mr. PS Matthews (015) 293 6198 Daddy.Matthews@dhsd.limpopo.gov.za	Ms. Motene NM (015) 293 6350 Ntlama.Mphahlele@dhsd.limpopo.gov.za Ms. Simango T.O 015) 293 6352 Tintswalo.simango@dhsd.limpopo.gov.za