

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 01/26	CLOSING DATE:	28 AUGUST 2026	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF CATERING SERVICES AT SEKUTUPU OLD AGE HOME 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	Rakgoale EK	
TELEPHONE NUMBER	(015) 230 4440 or 079 699 2308		TELEPHONE NUMBER	078 222 3540	
FACSIMILE NUMBER	(015) 291 2226		FACSIMILE NUMBER	015 291 2226	
E-MAIL ADDRESS	SeopaPA@dsd.limpopo.gov.za		E-MAIL ADDRESS	RakgoaleK@dsd.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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 – 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 DSDP 01/26
Closing Time 11:00	Closing date 28 August 2026.

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

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

Item No	Quantity	Description	Bid Price in RSA Currency (All applicable taxes included)
		PROVISION OF CATERING SERVICE AT SEKUTUPU OLD AGE HOME FOR A PERIOD OF 36 MONTHS.	

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:

.....

.....

.....

- 2.4 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

- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.
- 3.5 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.
- 3.6 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.

- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based

on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3/20	
Youth	7/20	
Persons with disabilities	5/20	
Enterprise located in Limpopo	5/20	

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:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practice

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 THE PROVISION OF CATERING SERVICES AT SEKUTUPU OLD AGE HOME FOR A PERIOD OF THIRTY- SIX (36) MONTHS

1. INTRODUCTION

The Department of Social Development is hereby inviting all qualifying service providers to submit bids for the provision of catering service at Sekutupu Old Age Home with a bed capacity of 120

2. SCOPE

- 2.1** Invitations are made for provision of catering service at Sekutupu Old Age Home
- 2.2** The successful bidder(s) will be expected to procure goods or commodities, cook and serve the residents in the facility.
- 2.3** The period of contract is thirty-six (36) months, unless terminated by either party for breach of contract or by mutual agreement.

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	These are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department

Bidder	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 department, provincial and local administration 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	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 (also known as equity JVs)
Joint Venture	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses

Management	In relation to an enterprise or business, an activity inclusive of control, and performed daily, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance Management Act (Act No. 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	Small, Medium, and Micro Enterprises bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person
Sub-contracting"	Means the primary contractor 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 Sekutupu Old Age Home for a period of thirty-six (36) months.

5. MENU, SPECIAL DIETS, PUBLIC HOLIDAYS (E.G. CHRISTMAS AND NEW-YEAR, HERITAGE DAY MENUS) AND PORTIONS

- 5.1** The bidders shall bid as per the specified meal plans.
- 5.2** 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.
- 5.3** 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.
- 5.4** The bidder shall supply a special Christmas Day, New- Year's Day, Good Friday, and Heritage Day special menu for clients at no extra cost. The older persons shall be provided with Easter eggs on Good Friday, party snack packs on Christmas and New Year for Sekutupu Old Age Home.
- 5.5** 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.
- 5.6** Sample of all food served shall be wrapped in tight container and stored in the refrigerator for forty- eight (48) hours.
- 5.7** Cakes shall be served on birthdays and special days on a quarterly basis determined by number of beneficiaries.
- 5.8** 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 arises. The rationale behind this is to ensure that the quality and quantity of food is of high standard.
- 5.9** 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.

6. PRICING

- 6.1** The potential bidders shall quote for **ALL** cost factors; meal plans, e.g. breakfast; lunch, supper, snacks and cakes. Failure to do so will lead to disqualification of the bid.
- 6.2** Prices shall be all inclusive since no extra cost will be paid over and above the contracted price.

- 6.3** The potential bidders shall quote for staff of the kitchen which include management and operational staff.

7. CATERING EQUIPMENT

- 7.1** 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.
- 7.2** 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 at commencement of the contract.
- 7.3** 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.
- 7.4** The stocktaking shall be conducted in conjunction with an authorized representative of the department only.
- 7.5** 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.

8. PROVISIONS BY THE DEPARTMENT

- 8.1** The department will provide the following:
- 8.2** Electricity
- 8.3** Water
- 8.4** Fuel for rendering the service (Generator)
- 8.5** Refrigeration
- 8.6** A kitchen office with furniture
- 8.7** Change room with lockers
- 8.8** Ablution services
- 8.9** Maintenance – wear and tear of kitchen equipment will be the responsibility of the department, and the successful bidder has a responsibility to prevent negligent operations. The successful bidder will also be responsible for safe keeping of all the equipment and take responsibility regarding repairing equipment which was negligently broken.
- 8.10** The Department will oversee proper functionality and compliance of the kitchen in terms of service level agreement

9. FOODSTUFF

- 9.1** The bidder is required to supply all the ingredients for the meals as per the minimum specifications.
- 9.2** The sample menu cycle and the quality of the ingredients shall be of high standard (SABS approved), contraventions to that requirement will result in the department terminating the contract.
- 9.3** Portion size and quality inspections will be carried out by the facility regularly.
- 9.4** Food samples for each meal will be collected and chilled for forty-eight (48) hours.
- 9.5** Care Workers / Food Service Manager will be actively involved in food tasting and quality control.
- 9.6** "Religious foods for Jews and Muslims (Kosher and Halaal) shall be discussed at the institution upon need, and the menus thereof shall be planned accordingly.

10. CATERING FOR FUNCTION AND MEETINGS

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

11. STAFFING OF THE KITCHEN

- 11.1** The successful bidder shall provide his/her own staff and management to ensure that proper control.
- 11.2** The staff must be well skilled with the food service industry experience and comply with the food service management hospitality sector regulations
- 11.3** The qualifications and prior experience of the staff members to be employed shall be submitted together with the bid document.
- 11.4** The kitchen at Sekutupu Old Age Home will operate from 05:00am to 07:00pm with a minimum of seven (7) employees per shift.
- 11.5** The successful bidder must supply all kitchen staff with uniform protective clothing of good quality, which should be two sets per staff member annually. The uniform protective clothing shall be provided upon commencement of the contract

- 11.6** The staff appointed by the bidder will always wear uniform protective clothing in the kitchen and no staff member will be allowed to enter the kitchen without proper uniform protective clothing.
- 11.7** The department is under no obligation to provide any housing accommodation for staff employed by the successful bidder.

12. COSTING OF STAFF

- 12.1** The costs in relation to management, staff and employees of the company should be costed under Overhead costs.
- 12.2** The service provider should pay employees minimum wage as provided by the schedules in terms of staffing requirements.
- 12.3** The potential bidder is required to provide costing in respect of twenty (20) / ten (10) employees per shift at Sekutupu Old Age Home 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.
- 12.4** Prior approval to appoint additional staff shall be obtained from the facility in consultation with Provincial Department of Social Development.
- 12.5** All incentives shall be at the expense of the successful bidder.

13. IN SERVICE TRAINING

- 13.1** In-service training for staff serving under the successful bidder shall be conducted per quarter.
- 13.2** 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.
- 13.3** 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 CATHSSETA (Culture, Arts, Tourism, Hospitality, and Sport Sector Education and Training Authority) at a National Qualification Framework (NQF).
- 13.4** 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.

13.5 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.

13.6 Training shall include the following:

13.6.1 Food Safety and Quality Assurance.

13.6.2 Food-borne illnesses.

13.6.3 Personal Hygiene and Safety.

13.6.4 Workplace Safety

13.6.5 Personal Development as a Cook

13.6.6 Preparing and Assembling Food Items using different Methods and Techniques, Equipment and Utensils.

13.6.7 Assisting with Kitchen Activities

13.6.8 Customer communication skills.

13.6.9 Specialized diet and safe preparations of e.g. diabetic, soft diets, *etc.*

14. ACCOUNTING

14.1 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.

14.2 Daily meal statistics and meal costing shall be compiled as per Food Service Management policy; these shall accompany the invoice.

14.3 Pricing includes meals per person on daily basis.

14.4 Any deviation from the accounting system may prejudice payment of the account.

14.5 The Daily Meal Control form will be completed by the successful bidder and submitted to the management. The Project Manager will check the form and append a signature when satisfied with the details of the form.

14.6 The Daily Meal Control forms together with an invoice shall be submitted to the Head of Institution at the end of each month.

14.7 Monthly on-site meetings with the successful bidder will be conducted with the relevant institutional authorities.

14.8 Quarterly meetings will be held with all relevant stakeholders including the successful bidder.

14.9 The department will not be liable for the payment of any meals supplied that cannot be accounted for.

15. MEAL SERVICE CONTROL SYSTEM

15.1 Daily requisition forms (daily strength) and requisitions for all other clients will be supplied to the kitchen in respect of meals required.

15.2 Residents may request light refreshments from the kitchen, which will be provided as part of their scheduled daily meal service

15.3 In the event of excursions or appointments outside the institution, residents shall be supplied with food packs to ensure nutritional needs are met.

16. CLEANLINESS

16.1 The bidder will be responsible for the management, control and cleaning up of all the catering equipment and utensils.

16.2 The purchasing of cleaning materials (floor and equipment cleaning materials) will be the responsibility of the bidder.

16.3 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.

16.4 The costs shall be borne by the successful bidder.

17. FOOD HYGIENE, ESSENTIALS AND SAFETY

17.1 The successful bidder shall ensure that all catering staff keep clean and wear appropriate uniform/protective clothing only for cooking purposes. This includes disposable mop caps / chef's hat, chef's jacket & trousers, full-length aprons, safety shoes which are acid resistant & non slippery, overalls. Overalls shall be worn for cleaning purposes.

17.2 The successful bidder shall ensure that all catering staff wash their hands thoroughly before handling food, after using the toilet, after handling raw materials and waste, after

every break and after blowing their nose.

- 17.3** The catering staff shall inform the supervisor of shift of any skin, nose, throat, stomach or bowel troubles 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 and/or seeking medical advice and treatment.
- 17.4** The successful bidder shall ensure that all cuts and sores on catering staff on duty are covered with waterproof, high-visibility dressing e.g. colored plasters.
- 17.5** The successful bidder shall ensure that all catering staff avoid unnecessary handling of food.
- 17.6** 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.
- 17.7** The successful bidder shall ensure that food is not prepared too far in advance of service.
- 17.8** The successful bidder shall ensure that perishable food is either kept in the refrigerator or kept piping hot.
- 17.9** The successful bidder shall ensure that the preparation of raw and cooked food is kept strictly separate.
- 17.10** Leftover food shall be avoided at all costs.
- 17.11** 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.
- 17.12** The successful bidder shall ensure that no raw eggs are given to beneficiaries and that same are well cooked so as to decrease the risk of Salmonella infection.
- 17.13** The successful bidder shall ensure that all HACCP (Hazard Analysis Critical Control Points) standards are adhered to.
- 17.14** The successful bidder shall comply with Occupational Health and Safety Standards Act (OHSA) (Act no. 85 of 1993).

18. MINIMUM SPECIFICATION OF INGREDIENTS

18.1 Meat and meat products:

- 18.1.1** 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.
- 18.1.2** The fat content of all meat products shall consist of not more than 2% visible fat.

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

18.2 Transportation of meat and meat products

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

18.3 Fruit and vegetables

- 18.3.1** Good quality frozen vegetables may be used for vegetable dishes.
- 18.3.2** 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.

18.4 Transportation of fruit and vegetables

- 18.4.1** The products shall be transported at an appropriate temperature.
- 18.4.2** Fruits and vegetables shall be delivered in a closed vehicle.

18.5 Fresh Fruits

- 18.5.1** The fresh fruits shall be rated by its appearance, scent, texture, and flavor, using words like vibrant (color), aromatic (smell), juicy and crisp (texture), and sweet or tart (flavor) sweet, juicy and crispy.
- 18.5.2** All fruits in the same consignment shall be roughly the same size and maturity, the flesh shall be firm and shall not be overripe.

18.6 Fresh vegetables

- 18.6.1** Fresh vegetables shall be of high quality and suitable for human consumption.
- 18.6.2** The products shall be 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, sunburn, bruising, rot of wastage and have no woody fibers.
- 18.6.3** 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.

18.6.4 All vegetables shall be fresh, correctly picked and be without leaves.

18.6.5 Products should be well developed and firm, clean. 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.

18.6.6 Products shall be free from crop care chemicals/ products

18.6.7 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 acceptable.

18.7 Dairy products

18.7.1 Only pasteurized full cream 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. Lactose intolerant resident

18.7.2 Yoghurts shall consist of AB cultures.

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

18.7.4 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.

18.8 Bread, cereals & grains

18.8.1 Brown and whole-wheat bread shall be served at all times except in case of certain therapeutic diets.

18.8.2 A loaf of bread shall weigh between 700g - 800g. All bread shall be fortified.

18.8.3 All maize & grain products shall be fortified. (e.g. maize meal, bread).

18.8.4 One slice of bread shall be equal to 30g.

18.8.5 Only good quality rice, maize meal, instant and non-instant cereals will be allowed.

18.8.6 Flour shall also be fortified.

18.9 Coffee and tea

18.9.1 Good quality ground or instant coffee shall be used. No more than 25% chicory.

18.9.2 Rooibos choice grade tea bags are recommended.

18.9.3 Good quality blended tea bags are recommended.

18.9.4 No coffee or tea mixtures containing milk and sugar may be used.

18.10 Fruit juice

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

18.11 Oil, margarine & dressings

- 18.11.1** Only full-fat margarine bricks shall be used for cooking purposes.
- 18.11.2** Medium fat margarine may be served with bread.
- 18.11.3** Only cooking oil of good quality shall be used for cooking purposes.
- 18.11.4** Only good quality salad dressing shall be used. Powdered form dressings will not be allowed.

18.12 Salt & spices

- 18.12.1** Only iodized salt shall be used.
- 18.12.2** Only good quality spices will be allowed.

19. GENERAL REQUIREMENTS

All food products 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 accepted.

20. PACKAGING

- 20.1** The products shall be packed in clean bottles, or in clean cans/drums. The inner surfaces of cans/drums shall be lacquered or enameled.
- 20.2** 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.**
- 20.3** Ensure that packaging material used for meal packs is not reused.
- 20.4** Ensure that meal packs are packaged in durable food containers.

21. MARKING:

Containers shall be labeled in accordance with the requirements of the regulations under the Foodstuffs, Cosmetic and Disinfectants Act (Act No. 54 of 1972).

22. PURCHASE, TRANSPORTATION AND SUPPLY OF FOOD ITEMS

- 22.1** In respect of Halaal foods, the Service provider shall whenever needed provide food items like starch in respect of beneficiaries falling in this category. Protein foods will on an Order basis be outsourced by the institution concerned.
- 22.2** Ensure that all non-perishable products or items are transported and delivered by means of appropriate light delivery vehicles on scheduled time. This shall be done at bid prices.
- 22.3** Ensure that all perishable products are transported in an cold chain vehicle or refrigerated truck and that suppliers comply with relevant Health and Safety Regulations. Deliveries should take place at the scheduled time with bidders costs.
- 22.4** Ensure that all provisioned products or items are issued to a designated official on scheduled times.
- 22.5** 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 storerooms to a designated official. Issue lists shall be signed by a Service provider Representative/Official and designated official.
- 22.6** 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.

23. FIRE CONTROL:

- 23.1** The Service provider shall ensure that Provisioning Company's staff are inducted on fire prevention protocols and emergency procedures and fire control and are made aware of where the fire extinguishing equipment is kept/ placed upon commencement of the contract.
- 23.2** Ensure that Provisioning staff are also inducted on Department's disaster management procedure and participate in fire and disaster drills.

24. CLIENT SATISFACTION:

- 24.1** The Institution / Department will conduct opinion surveys to determine the quality of food

and client satisfaction in the form of questionnaires at least quarterly and submit reports to the institution.

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

24.3 Food samples for each meal should be kept in closed container for 72 hours in the refrigerator

24.4 Menus are to be reviewed at least twice per year

25. MEAL SERVICE

25.1 All meals shall be pre-plated in the kitchen and served immediately. Special diets shall be labeled according to their diet types.

25.2 Meals will be served as follows:

Description	Sekutupu Old Age Home
Breakfast	8:00 – 9:00 during weekdays and 8:00 – 9:00 on weekends and Holidays
Tea & Snack	10:00 – 11:00
Lunch	13h00 – 14h00 during weekdays and 13h00 – 14h00 on weekends and Holidays
Supper	18:00 – 19:00
Late night snack	20:00-21:00

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

Upon completion of the first year, the Provisioning companies will submit a detailed first year report (2027), second report in 2028 and the final report (consolidated close-up reports) which include 1st year and 2nd year reports in 2029, the report shall include the following:

1. Introduction
2. Background and service provider with respect to food service management
3. Reports on Client satisfaction surveys conducted
4. Number of training courses conducted with attendance registers
5. Maintenance schedule and conducted maintenance with signatures from the equipment's manufacturer
6. Employee monthly signed wages schedule
7. Monthly and Quarterly reports attended
8. Total number of meals served

9. Total number of pest control conducted with certificates from the service provider
10. Conclusion

27. LEGISLATION:

The listed Acts/ Regulations are applicable in provisioning of the service and shall be adhered to at all times:

- 27.1** Occupational Health and Safety Act (Act No. 85 of 1993)
- 27.2** Foodstuffs, cosmetic and disinfectant Act (Act No. 54 of 1972)
- 27.3** The Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993)
- 27.4** Employment Equity Act (Act No. 55 of 1998)
- 27.5** Labour Relations Act (Act No. 66 of 1995)
- 27.6** The Basic condition of Service Act (Act No. 75 of 1997)
- 27.7** The Skills Development Act (Act No.97 of 1998)
- 27.8** The Unemployment Insurance Act (Act No. 63 of 2002)
- 27.9** National Health Act (Act No. 61 of 2003)
- 27.10** Older Persons Act (Act No. 13 of 2006)
- 27.11** The Constitution of South Africa, 1996
- 27.12** Protection of Personal Information Act (Act No. 4 of 2013)
- 27.13** Criminal Procedure Act (Act No. 51 of 1977)
- 27.14** Sexual Offences and Related Matters Amendment Act, (Act No. 32 of 2007)

28. BID AWARD AND CONTRACT CONDITIONS

- 28.1** 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.
- 28.2** Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 28.3** Bidders must quote for all categorized items. Failure to quote for all categorized items in a category will invalidate the bid.
- 28.4** 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.
- 28.5** 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 bidder will be penalised 10% of the total invoice.

28.6 The department will verify supplier compliance on the Central Supplier Database report.

28.7 The award of the bid may be subjected to price negotiation with the preferred bidders.

28.8 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

28.9 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.

28.10 Bidders shall be notified about the departmental decision by means of publication in the Provincial Bid Bulletin.

28.11 The contract period will be from the commencement date of the contract.

28.12 The contract shall be concluded between Limpopo Department of Social Development and the successful service provider.

28.13 The Department expects appointed service provider to take full responsibility and accountability to execute functions attached to the contract.

29. PRICING INSTRUCTIONS

29.1 All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.

29.2 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.

29.3 Bidders to take note that the department shall complete the process of evaluation and award in a period of hundred and twenty days (120) days, therefore their prices should consider inflationary fluctuations.

29.4 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.

30. CONTRACT ADMINISTRATION

30.1 Successful bidder(s) must report to the End-User's institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.

30.2 Full particulars of such circumstances as well as the period of delay must be clearly stated in writing and furnished to the institution.

30.3 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.

31. DELIVERY MANAGEMENT

31.1 Delivery shall be in terms of the specification requirements.

31.2 Deliveries shall be made during official working hours: between 7h30-16h30.

31.3 The department will not incur costs for returned items that do not meet the specifications.

31.4 Grocery items should be delivered according to specified temperature to the delivery areas as indicated in the specification.

31.5 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.

31.6 Persistent failure to deliver and deviation from the specification will ultimately lead to termination of the contract.

31.7 All food delivered in terms of a contract should be subject to inspection and approval by project managers from the Department also quarterly inspection 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 (Act 119 of 19) or Environmental Health Officers, where and when available, at the dispatching or delivery points.

32. PAYMENT PROCESSES

32.1 Service providers Invoice will only be accepted upon delivery of satisfactory performance

32.2 Payments will be effected within thirty (30) days from date of receipt of the invoice.

32.3 Service provider must ensure services are rendered at all times.

33. SPECIAL CONDITIONS OF THE BID

33.1 All clinical food supplements, for high protein diets will be provided by the service provider.

33.2 Successful bidder will be provided with the analyzed menu items as per diet list.

33.3 Price quotations shall be inclusive of VAT except where there are VAT exempt or zero-rated food items

- 33.4** Bidders shall quote for all cost factors of the specification.
- 33.5** Quotations on meals shall be given per main items only, e.g. Breakfast; Lunch and Supper in the slots provided.
- 33.6** Quotations shall be **PER PERSON PER MEAL PER DAY**
- 33.7** Bidders are expected to prepare meals for elderly adults to be nutrient-dense, easy to chew or swallow, and high protein, focusing on soft foods like warm oatmeal, scrambled eggs, and blended soups
- 33.8** Bidders shall quote for all meal plans.
- 33.9** All food supplements will be provided through the service provider.
- 33.10** 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 beneficiaries served per day.
- 33.11** If there are no beneficiaries 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.
- 33.12** 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.
- 33.13** 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.**
- 33.14** 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.**

34. EVALUATION OF BIDS

This bid shall be evaluated in four phases as follows:

- a) Phase 1: Mandatory Requirements
- b) Phase 2: Administrative Compliance
- c) Phase 3: Functionality Evaluation
- d) Phase 4: Price and specific goals (80/20)

34.1 MANDATORY REQUIREMENTS

34.1.1. Proof of submission for vetting in terms of Section 44 of the Criminal Law (Sexual Offences and Related Matters) or Certificate of Section 44 of the Criminal Law (Sexual Offences and Related Matters) Amendment Act, 2007 (Act No. 32 of 2007). (Form 7, Obtainable at Department of Social Development or Department of Justice)

34.2. ADMINISTRATIVE COMPLIANCE

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

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

- SBD 1 : Invitation to bid
- SBD 3.1 : Pricing schedule-firm prices
- SBD 4 : Bidder's Disclosure
- SBD 6.1 : Preference Points Claim form in terms of the Preferential Procurement Regulations, 2022

34.2.2 Bids will be evaluated based on the following administrative compliance elements

Documents that must be submitted	Non-submission and partial completion will result in disqualification	Requirements
Invitation to Bid – SBD 1	No	Complete and sign the supplied pro forma document
Pricing Schedule – Firm Prices SBD 3.1	No	Complete and sign the supplied pro forma document

Bidder's Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies. NB: All companies that are under the name of the director/s or shareholder or member or trustees must be declared, irrespective of whether they (companies) are used for bidding or not. Including Joint Venture/Consortium/Partnership
Preference Point Claim Form – SBD 6.1	No	Non-claiming of points on this form will lead to zero (0) even if means of verification on specific goals is attached.
Proof of access to transport to deliver the ingredients safe to the institution, including the cold chain vehicles	Yes	A minimum of two (2) light delivery vehicles, one of which must be a cold chain are required (owned or rented). In instances where vehicle is leased, copy of lease agreement duly completed and signed by all parties involved must be attached. Certified copies of registration certificates in both instances (either owned or rented) must also be attached.
Letters from suppliers confirming future access to appropriate quantities of ingredients to use (i.e. food and drinks to be used).	Yes	Bidders should submit Letters from suppliers confirming future access to appropriate quantities of ingredients to use (i.e., food and drinks to be used) with the bid document.
Proof of pest control	Yes	A letter of intention/agreement with the pest control company for delivery of service for the period of the contract.
Attachment of company profile.	Yes	The bidder should attach the company profile when submitting the bid document Bidders shall attach detailed company profile that is reflective of previous engagements and knowledge pertaining to food services.

Submission of confirmation letter of accredited training provider, manuals and Programme	Yes	The bidder is expected to submit a confirmation letter of accredited training provider, manuals and programme according to the set standards and policies as stipulated by CATHSSETA.
Tender defaulting and restriction status	Yes	Entity and directors must not be restricted
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing”	
Identity number (s) or directors	Must all be active	
Business registration	Entity must be in business	
In the service of the state status	Bid will not be considered if shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal	
Completion of Bid Document	✓ Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes), failure will lead to disqualification. ✓ Use of correction fluid the bid document shall lead to the disqualification of the bid. ✓ Completion of bid document must be in black or blue ink. (Completion in pencil or red ink shall disqualify the bid).	
<u>Consortia / Joint Ventures / Partnership:</u>	✓ Submission of duly signed agreement with clear responsibilities of each party. ✓ Letter of appointment by Consortia / Joint Venture parties / Partnership	

	authorizing a representative to sign the bid document on its behalf. ✓ Every member of the Consortium or Joint Venture or Sub-contractor is registered on the central supplier dataset and must submit their own Full Central Supplier Database Registration and not a summary ✓ Signed agreement between involved parties indicating the lead member ✓ Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name. ✓ In the event where the trade name is different from the legal name, the trade name must be used as the name of the bidder and NOT the legal name. ✓ Naming of the bidding company must be consistent in the bid document. ✓ CSD report and any other document perceived to be important with regard to the identification of the bidder. ✓ In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.
--	---

34.3 FUNCTIONALITY EVALUATION

- 34.3.1** Experience of the bidding company in rendering catering services in a hospitality setting environment. (Evidence of successfully completed projects and appointment letters with contactable references).
- 34.3.2** Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act (Act No. 34 of 2005) or proof of overdraft facility in the name of the business.
- 34.3.3** Capacity of key personnel specifically at management level. one copy of Curriculum Vitae and qualifications should be attached
- 34.3.4** Company track record including evidence of number of projects successfully completed with contactable references managing contract to a value. Details of contactable references shall be attached and submitted with the bid document.

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

34.3.5 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 (Evidence of successfully completed projects and appointment letter (s) with contactable references)	Above 5 years	30 Points	30%
		Between 3 to 5 years	15 Points	
		Between 1 to 3 years	10 Points	
		Below 1 year	0 points	
2.	Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act (Act No. 34 of 2005) or proof of overdraft facility in the name of the business.	Submission of a valid letter from financial institution to the minimum monetary R 500 000.00 issued by a financial institution authorized to offer credit in terms of National Credit Act or proof of overdraft facility in the name of the business.	20 Points	20%
		Submission of a valid letter from financial institution to the monetary value of between R 300 000.00 to R499 999.00 issued by a financial institution authorized to offer credit in terms of National Credit Act proof of overdraft facility in the name of the business	10 Points	
		Submission of a valid letter from financial institution to the monetary value of below R 299 999.99 issued by a financial institution authorized to offer credit in terms of National Credit Act	5 Points	

		proof of overdraft facility in the name of the business		
		Non-submission of proof of duly completed and signed financial capacity in accordance with the law	0 Points	
3.	Capacity of key personnel specifically at management level (one copy of Curriculum Vitae and qualifications should be attached)	Relevant tertiary qualifications in hospitality/catering management at NQF level 7	20 Points	20%
		Relevant tertiary qualifications in hospitality/catering management at NQF level 6	10 Points	
		Relevant tertiary qualifications hospitality/catering management at NQF level 5 and below	5 Points	
		No relevant tertiary qualifications in hospitality/catering management	0 Points	
4	Company track record including evidence of number of projects successfully completed with contactable references managing contract to a value	Proof of provision of successful catering service to the value R1 000 000.00 and more	30 Points	30% points
		Proof of provision of successful catering service to the value between R500 000.00 and R 999 999.00	20 Points	
		Proof of provision of successful catering service to the value below R499 999.99	15 points	
		No proof of experience indicated	0 Points	
TOTAL			100	100%

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

34.4 PRICE AND SPECIFIC GOALS

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

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

The specific goals allocated points in terms of this tender	Number of points (80/20 system)
Promotion of Women	3
Youth	7
Persons with Disabilities	5
Enterprise located in Limpopo	5

Price = 80 points
Specific goals = 20 points

34.4.3 Claiming of specific goals

- 34.3.3.1.** Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. (Bidders to submit copy of company registration document). Information will be verified through the Central Supplier Database Report
- 34.3.3.2.** Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. Central Supplier Database will be utilized for allocation of points.
- 34.3.3.3.** Preference points allocated for persons living with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders to submit copy of medical certificate from a registered medical practitioner. The date of the medical certificate should not be more than 12 months.
- 34.3.3.4.** Preference points allocated for Enterprise Located in Limpopo Province may be claimed only by companies operating within the borders of Limpopo Province. Bidders must attach proof of residence of where the enterprise is located. **Points will only be allocated where proof of address is in the name of the bidding company.**

34.5 Recommended meal plan for older person 60 years and above

ITEM	PRICE OFFER PER MAIN ITEM PER PERSON PER MEAL PER DAY		
	1 st Year Price	2 nd Year Price	3 rd Year Price
BREAKFAST	R.....	R.....	R.....
SNACK	R.....	R.....	R.....
LUNCH	R.....	R.....	R.....
SUPPER	R.....	R.....	R.....
TOTAL COST PER CLIENT PER DAY IN RESPECT OF BREAKFAST, SNACK, LUNCH, SUPPER AND LATE-NIGHT SNACK	1 st Year Price	2 nd Year Price	3 rd Year Price
	R.....	R.....	R.....

34.6 Recommended high protein meal plan (Special Diet)

	PRICE OFFER PER MAIN ITEM PER PERSON PER MEAL PER DAY		
	1 st Year Price	2 nd Year Price	3 rd Year Price
BREAKFAST	R.....	R.....	R.....
SNACK	R.....	R.....	R.....
LUNCH	R.....	R.....	R.....
SUPPER	R.....	R.....	R.....
TOTAL COST PER CLIENT PER DAY IN RESPECT OF BREAKFAST, SNACK, LUNCH, SUPPER AND LATE-NIGHT SNACK	1 st Year Price	2 nd Year Price	3 rd Year Price
	R.....	R.....	R.....

34.7 Recommended meal plan for diabetes

BREAKFAST	1 st Year Price	2 nd Year Price	3 rd Year Price
	R.....	R.....	R.....
SNACK	R.....	R.....	R.....
LUNCH	R.....	R.....	R.....
SUPPER	R.....	R.....	R.....
TOTAL COST PER CLIENT PER DAY IN RESPECT OF BREAKFAST, SNACK, LUNCH, SUPPER AND LATE-NIGHT SNACK	1 st Year Price	2 nd Year Price	3 rd Year Price
	R.....	R.....	R.....

46.5. CAKES

Item	Flavour	1 st Year Price	2 nd Year Price	3 rd Year Price
50 x 50 cm buttercream Cake	Vanilla	R.....	R.....	R.....
50 x 50 buttercream Cake	Black Forest	R.....	R.....	R.....
60 x 60 cm buttercream Cake	Vanilla	R.....	R.....	R.....
60 x 60 cm buttercream Cake	Black Forest	R.....	R.....	R.....
TOTAL		R.....	R.....	R.....

46.6. OVERHEAD COSTS

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



SEKUTUPU OLD AGE HOME: 8 DAYS CYCLE GENERIC MENU
Analyzed menu from Limpopo Department of Health Dietician

SEKUTUPU OLD AGE HOME 8 DAYS CYCLE NORMAL MENU	Meal	Food Item	Portion Size	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8
	BREAKFAST	Cereal	250ml	Soft Porridge	Oats	Weet-bix	Corn flakes	Soft Porridge	Oats	Soft Porridge	Weet-bix
		Sugar	20-30g	Mealie meal	Porridge			Mealie meal	Porridge		Corn flakes
		Low Fat Milk	10g2 tsp	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
		Brown Bread	125ml	Low Fat Milk	Low Fat Milk	Low Fat Milk	Low Fat Milk	Low Fat Milk	Low Fat Milk	Low Fat Milk	Low Fat Milk
		Protein	60g (2 Slices)	Bread	Bread	Bread	Bread	Bread	Bread	Bread	Bread
		Spread	60g	Boiled egg	Stewed Vienna	Baked beans	Greeted cheese	Boiled egg	Baked beans	Boiled egg	Stewed Vienna
			45g/3tsp	Margarine	Jam	Peanut butter	Peanut butter	Jam	Margarine	Margarine	Jam
	SNACK	Brown Bread	90g (3 Slices)	Bread	Bread	Bread	Bread	Bread	Bread	Bread	Bread
		Protein	60g	Boiled egg	Stewed Vienna	Baked beans	Greeted cheese	Boiled egg	Baked beans	Boiled egg	Stewed Vienna
		Spread	45g/3tsp	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
		Coffee/Tea		Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea	Coffee/Tea
	LUNCH	Protein	90g / portion	Stewed beans	Baked Fish	Grilled chicken	Mince meat	Boerewors	Grilled chicken	Stewed beans	Mince meat
		Starch	200-250ml	Samp	Rice	Stiff porridge	Samp	Rice	Stiff porridge	Samp	Stiff porridge
		Vegetable	60-100g	Cubes	Mixed veg	Steamed	Mixed veg	Steamed	Butternut	Butternut	Steamed
		Fruit/desert	60g/medium	Banana	Apple	Yoghurt	Yoghurt	Apple	Orange	Banana	Yoghurt
	SUPPER	Protein	70-100g	Mince meat	Stewed beef	Grilled chicken	Chicken stew	Baked fish	Boerewors	Mince meat	Grilled Chicken
		Starch	30-50g	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread
		Vegetable	65-100	Steamed Spinach	Coleslaw	Boiled/mixed veg	Diced butternut	Mixed veg	Steamed spinach	Butternut	Mixed veg
		Gravy				Gravy	Gravy		Gravy		Gravy
	SNACK	Starch	30-50g	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread	Brown Bread
		Tea/ soup	200ml	Tea/ soup	Tea/ soup	Tea/ soup	Tea/ soup	Tea/ soup	Tea/ soup	Tea/ soup	Tea/ soup
		Sugar	10g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
		Low fat milk	50ml	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk
		Spread	14-45g	Margarine	Jan	peanut butter	peanut butter	Jam	Margarine	peanut butter	Margarine

47. CONTACT DETAILS

TECHNICAL ENQUIRIES	ADMINISTRATION
Rakgoale EK Department of Social Development Tel: 078 222 3540 <u>RakgoaleK@dsd.limpopo.gov.za</u>	Seopa P.A Department of Social Development Tel: 015 230 4440/ 079 699 2308 E-mail: <u>SeopaPA@dsd.limpopo.gov.za</u>