

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 32/22	CLOSING DATE:	12 December 2022	CLOSING TIME:	11H00
DESCRIPTION	Supply and delivery of food parcels to destitute individuals and families in Mopani District of the Limpopo Province for a period of thirty-six (36) months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA		CONTACT PERSON	Ntjie PN	
TELEPHONE NUMBER	(015) 230 4440 / 079 699 2308		TELEPHONE NUMBER	015 230 4374/13 or 060 758 1188	
FACSIMILE NUMBER	(015) 291 2226		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	SeopaPA@dsd.limpopo.gov.za		E-MAIL ADDRESS	NtjieP@dsd.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TAX COMPLIANCE STATUS (TCS) CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TAX COMPLIANCE STATUS (TCS) PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

Name of Bidder:.....	Bid number:.....
Closing Time 11:00 on (date)	

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
		Supply and delivery of food parcels to destitute individuals and families in Mopani District of the Limpopo Province for a period of thirty-six (36) months	R.....

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

*Delete if not applicable

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES / **NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20**..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

8.1.1 If yes, indicate:

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.

- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive

of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "Project site," where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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

in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in

SCC, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and documents**
- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the

date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

- 18. Contract amendments** 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6. If a restriction is imposed, the purchaser 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 SUPPLY AND DELIVERY OF FOOD PARCELS TO DESTITUTE INDIVIDUALS AND FAMILIES AT MOPANI DISTRICT IN LIMPOPO PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. SCOPE

- 1.1. Invitations are made for bidders to bid for supply and delivery of food parcels to destitute individuals and families in Capricorn District.
- 1.2. The period of contract is thirty-six (36) months, unless terminated by either party for breach of contract or by mutual agreement.

2. INTRODUCTION

- 2.1 The Department of Social Development is hereby inviting all qualifying service providers to submit bids for the supply and delivery of food parcels to destitute individuals and families at various districts of Limpopo Province.

3. DEFINITIONS

DEFINITIONS	
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture

	in favour of the Department
Bidders	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Social Development to submit a bid in response to this bid invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	Several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid
Department	The Limpopo Department of Social Development
Disability	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being
Firm Price	The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract
Functionality	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
Goods	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Social Development's delegate by the successful Bidder in terms of this bid
Joint Ownership	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual

	agreement to conduct a specific business enterprise with both parties sharing profit and losses
Management	In relation to an enterprise or business, an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	Any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her
Rand Value	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person
Sub-contracting"	Means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
	Rand Value " - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties

4. BACKGROUND

- 4.1 Limpopo Department of Social Development has an obligation to care for vulnerable people in order to achieve a self-reliant society; through Social Welfare Services which includes provision of material assistance.
- 4.2 In response to the identified challenges, the Department of Social Development has embarked on a programme to provide psychosocial support services which includes material assistance to the identified beneficiaries.
- 4.3 To achieve this objective the Department needs the assistance of suppliers to supply and deliver food parcels to the identified beneficiaries in the Mopani District of the Province.
- 4.4 These food parcels will only be procured whenever the need has been identified and funds to defray the costs are available.
- 4.5 This project is estimated to cater for the total number of eight hundred and fifty (850) beneficiaries for a period of thirty-six (36) months. ***The estimated annual target per district are as follows:***

DISTRICT	NUMBER OF BENEFICIARIES FOR HIV AND AIDS	NUMBER OF BENEFICIARIES FOR SOCIAL RELIEF OF DISTRESS
Mopani District	450	400

5. SCOPE OF WORK

- 5.1 Procurement of food parcels will be done as and when there is a need.
- 5.2 To provide items as set in annexure "A1"
- 5.3 To package all the items in accordance with the provision of point "A1" below.
- 5.4 To deliver food parcels to various delivery points in the districts as per annexure "B".
- 5.5 Deliveries must meet all the requirements of the specifications to ensure correct quantities and quality of food items.
- 5.6 The expected period of delivery is seven (7) working days from date of receipt of official purchase order but **in case of emergency cases the supplier will be expected to deliver on the same day.** If the supplier fails to comply with the stipulated timelines, the department shall have no other option than to apply the provisions of General Conditions of Contract attached to the bid document.
- 5.7 No delivery of food parcels should be affected without the official purchase order or promissory note approved by the Head of Department or the delegated official of the Department of Social Development.
- 5.8 The delivery of food parcels shall be done in the presence of specifically designated officials of the Department of Social Development who will verify the quantities and quality of the food parcels against the official purchase order and sign delivery notes.

- 5.9 Delivery of food parcels shall be made between 7h30 and 14h30 to enable the designated officials to check the contents in terms of the purchase orders.
- 5.10 **Deliveries made after the set hours will not be accepted.** Exceptions will be given in case of emergencies like disasters.

6. CONTENTS AND QUALITY OF FOOD PARCELS

- 6.1 The contents of food parcels are set in the attached Annexure "A1".
- 6.2 The quality of the items in the parcels shall strictly be the same as the qualities stated in Annexure "A1".
- 6.3 The Department reserves the right to cancel the contract if the quality of items in the food parcels does not meet the requirements of the specification. Penalties may also be applied to service providers in terms of the provisions of General Conditions of Contract and duly signed Service Level Agreement. Bidders may also be blacklisted if sub-standard performance by the service provider is experienced, in which case the bidder may be restrained / restricted from doing business with government.
- 6.4 The food parcels shall have an allowance of at least six (6) months before expiry of their shelf life.

7. PACKAGING

- 7.1 Individual items must be wrapped in solid packaging that is capable of withstanding handling and transportation hardships.
- 7.2 Items making up the food parcels must be grouped and wrapped according to type and form to avoid spillage and subsequent damage. Wrapped groups of items must then be packaged in two solid units of issue: one for the food items, one for the non-consumables like soap etc, and the maize meal will be the third unit of issue. The three units will constitute one food parcel.
- 7.3 Damaged or broken food parcels will not be accepted. Service providers are obliged to ensure that packaging of parcels received is intact for every food parcel received.
- 7.4 Items must be provided in the original wrapping of the manufacturer. Only items providing standard information pertaining to the product such as brand name, complete nutritional content, usage, shelf life (expiry dates) and other relevant information shall be accepted. **No-name brands shall not be accepted.**
- 7.5 Items devoid of information contained in 5.5 above will not be accepted and may lead to cancellation of contract and the application of penalty measures as contained in the General Conditions of Contract and duly signed Service Level Agreement.
- 7.6 There will be random verification of quality of contents of the food parcels.

8. STORAGE/WAREHOUSING FACILITIES

- 8.1 Bidders must have facilities where they will package food parcels prior delivery to departmental delivery points.
- 8.2 Facilities will be visited regularly by the departmental officials responsible for this programme to ensure compliance with Terms of Reference.
- 8.3 Health compliance certificate for the storage facility must be provided during inspection.

9. ORDERING AND PAYMENT PROCESS

- 9.1 Official purchase orders will be issued by the Districts of the Department of Social Development and not by Provincial Office.
- 9.2 Delivery notes shall be sent together with consignment of parcels to delivery points. These consignments shall be signed for by the receiving official upon receipt and verification of goods. (Parcels with faults or not complying with the specifications will not be received/accepted; therefore, no payment will be made for such items).
- 9.3 Service providers Invoice will only be accepted upon delivery of satisfactory performance
- 9.4 Payment will be affected within thirty (30) days from the date of receipt of the invoice and delivery notes signed for by an official of the Department.

10. DELIVERY

- 10.1 No delivery shall be made prior to receipt of official purchase order or promissory note approved by the Head of Department or the delegated official of the Department of Social Development, as indicated in 3.6, above.
- 10.2 Delivery shall be in terms of the specification requirements and the purchase order issued.
- 10.3 Delivery period shall not exceed seven (7) working days after receipt of official purchase order or promissory note.
- 10.4 In case of emergency delivery should take place on the same day after receipt of official purchase order or promissory note. Delivery shall be in terms of the specification requirements.
- 10.5 Deliveries shall be made during official working hours: between 7h30-14h30.
- 10.6 The department will not incur costs for returned items that do not meet the specification
- 10.7 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.

- 10.8 Persistent failure to deliver and deviation from the specification will ultimately lead to cancellation of the contract.
- 10.9 All food delivered in terms of a contract may be subjected to inspection and approval by inspectors of the Directorate of Plant and Quality Control of the Department of Agriculture or any assignee designated in terms of section 2(3) (a) of the Agricultural Product Standards Act, 1990, or medical health officers, where and when available, at the dispatching or delivery points.

11. LOADING AND OFF-LOADING

- 11.1 It is the responsibility of the service provider to provide its own labour force for loading and off-loading of food parcels. The service provider must ensure that food parcels are handled with care as they are expected to be handed over in good condition. Those that are damaged or opened will not be accepted.

12. BID AWARD AND CONTRACT CONDITIONS

- 12.1 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.
- 12.2 Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 12.3 Bidders must quote for all categorized items. Failure to quote for all categorized items in a category will invalidate the bid.
- 12.4 Bidders are encouraged to bid for districts as preference will be given to companies within the district.
- 12.5 The Service Level Agreement will be signed between the Department of Social Development and the successful bidder (s) within fourteen (14) working days of award of the contract. The letter of acceptance, original bid document and the signed Service Level Agreement will constitute part of the contract.
- 12.6 Companies owned by same Directors / shareholders but with different names will be considered once. This implies that only one (1) company amongst those owned by the same directors bidding for this bid will be considered.
- 12.7 The Department reserves the right to conduct inspection of the production process, the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering into a contract. In the event of a deviation being observed, the whole consignment should be rejected.
- 12.8 The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.

- 12.9 The department will verify supplier compliance on the Central Supplier Database report.
- 12.10 The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 12.11 The award of the bid may be subjected to price negotiation with the preferred bidders
- 12.12 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.
- 12.13 The contract period will be from the commencement date of the contract.
- 12.14 The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).
- 12.15 The Department expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract.

13. CONTRACT ADMINISTRATION

- 13.1. It shall be noted that the Department expects successful service providers to take full responsibility and accountability to execute functions attached to the contract. Under no circumstances will the department engage itself with sub-service providers or parties associated with the service provider, including bidders' main suppliers or manufacturers.
- 13.2. 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.
- 13.3. Successful bidder(s) must report to the End-User's institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 13.4. Full particulars of such circumstances as well as the period of delay must be furnished.
- 13.5. 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.
- 13.6. It should be noted that if deviations i.r.o supply and delivery of grocery are found and/or the company is failing to provide hygienic foods as per requirements of the specification, the contract may be terminated with the possible listing of the company on the National Treasury list of prohibited companies.

14. EVALUATION OF BIDS

14.1. Evaluation of all bids received on the date and time of closure will be done in accordance with provisions of the following four (04) phases:

14.1.1. Administrative Compliance

14.1.2. Technical Evaluation

14.1.3. Site Inspection

14.1.4. Price and B-BBEE Scoring **(80/20)**

14.2. Administrative Compliance

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

14.2.1. Bidders shall take note of the following guidelines:

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

14.2.1.2. In the event where the trade name is different from the legal name, the **trade name** must be used as the name of the bidder and **NOT** the legal name.

14.2.1.3. Naming of the bidding company must be consistent in the bid document.

14.2.1.4. CSD report and any other document perceived to be important regarding the identification of the bidder.

14.2.1.5. In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

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

14.3.1. DSD 1: Invitation to bid

14.3.2. DSD 3.2: Pricing schedule non-firm prices

14.3.3. DSD 4: Bidders Disclosure

14.3.4. DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2017

14.4. **Administrative Compliance:**

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

14.4.1.1. Submission of bid document in its original form (refers to every page of the bid

document as originally purchased or produced without any amendment or changes).

14.4.1.2. Use of tipex in the bid document will lead to the disqualification of the bid.

14.4.1.3. Completion of bid document must be in black or blue ink. (Completion in pencil or red ink will disqualify the bid).

14.4.1.4. Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.

14.5. Consortia / Joint Ventures / Partnership:

14.5.1. Over and above compliance with requirements listed in 11.5 above, the following must also be complied with by consortia and joint ventures entities:

14.5.2. Submission of duly signed agreement with clear responsibilities of each party.

14.5.3. Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.

14.5.4. Faxed or e-mailed or late bids **WILL NOT BE ACCEPTED.**

The bidder(s) proposal may be disqualified for non-submission of any of the documents required as per the table below.

Documents that must be submitted	Non-submission and partial completion will result in disqualification	Requirements
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.2	Yes	Complete and sign the supplied pro forma document
Bidders Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies.
Preference Point Claim Form – SBD 6.1	No	Non-claiming of points on this form will lead to zero (0) even if a B-BBEE Certified certificate issued by SANAS, sworn affidavit certificate issued by Companies and

		intellectual Property Commission (DTI) is attached.
B-BBEE Certificate/ Sworn Affidavit	No	Bidders should submit certified copies of valid B-BBEE status level verification certificates Accredited by SANAS or original sworn affidavit or certified certificate issued by Companies and intellectual Property Commission (DTI) thereof together with their tenders to substantiate their B-BBEE rating claims. Failure to submit will lead to zero (0) score on BBEE points
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 together with the bid document.
Bidders must ensure that they meet the following requirements before the bid can be awarded:		
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 arranged 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	
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit	

	https://secure.csd.gov.za/ to obtain your vendor number. Attach detailed CSD registration document
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.
Tender defaulting and restriction status	Entity and directors must not be restricted

15. TECHNICAL EVALUATION

- 15.1. Company experience in terms of supply of goods including evidence regarding number of projects successfully completed or ongoing with contactable references.
- 15.2. Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor.
- 15.3. Availability of transport: Minimum of at least one closed light delivery truck is required (owned or rented). In instances where the delivery vehicle is leased, copy of lease agreement duly completed and signed by all parties involved must be attached to the bid document. Certified copies of registration certificates in both instances (either owned or rented) must also be produced.
- 15.4. Proof of physical address-existence of an office (utility bill, permission to occupy, rental and or lease agreement).
- 15.5. Warehouse: Owned or rented warehouse (proof of ownership or duly completed and signed rental agreement shall be submitted).
- 15.6. **Take note that misrepresenting facts is illegal and will lead to disqualification of the bidder and blacklisting of the company.**
- 15.7. ***The bidders must score a minimum of eighty (80) points on functionality to proceed to the next phase of evaluation which is Site Inspection.***
- 15.8. **Bids will be evaluated as per below functionality tool**

NO	ELEMENT	SCALE	Weights	POINTS ALLOCATED
1.	Experience of the bidding company in supply and delivery foods or related (evidence of successfully completed or ongoing projects with contactable references)	5 years and above.	20%	20 points
		Between 3 and 5 years		10 points
		Between 1 and 3 years		5 points
		No experience		0 points
2.	Company track record including	Proof of provision of successful	30%	30 points

	evidence of number of projects successfully completed or ongoing contactable reference Managing contract to a value	supply and delivery of foods or related to the value R6 000 000.00 and more		
		Proof of provision of successful supply and delivery of foods or related to the value between R3 000 001 and R5 999 999.00		20 points
		Proof of provision of successful supply and delivery of foods or related to the value R1 000 001.00 and R3 000 000.00		15 points
		Proof of provision of successful supply and delivery of foods or related to the value R500 001 and R1 000 000.00		10 Points
		Proof of provision of successful supply and delivery of foods or related below R500 000.00		5 points
		No proof of experience indicated		0 points
3.	Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor.	Above of R500 000.00	20%	20 points
		R499 999.00 - R200 000.00		10 points
		below R200 000.00		5 Points
		Non-submission		0 points
4.	Availability of transport: Minimum of at least one closed light delivery truck is required (owned or rented).	Availability of at least one closed light delivery truck (owned or rented).	10%	10 points
		Non-availability of one light delivery truck		0 points
5	Proof of physical address-existence	Office of Bidder outside the borders of Limpopo Province	20%	20 Points

	of an office (utility bill, permission to occupy, rental and or lease agreement)			
		Office of Bidder within borders of Limpopo Province		10 points
		Non submission		0 points
TOTAL POINTS ON OTHER ELEMENTS OF FUNCTIONAL EVALUATION			100%	100 Points

14. SITE INSPECTION

14.1. The bidders who complied with the administrative evaluation criteria, special conditions and functionality will be subjected to site inspection to establish the following:

- 14.1.1 Physical existence of the business premises related to the bid and furnished with minimum requirements e.g., fax machines, office furnisher and telephone.
- 14.1.2 Availability of facility for packaging which must comply with Occupational Health and Safety Act.
- 14.1.3 Certificate of acceptability / letter of hygienic and safety compliance from Environmental Health Official within the local municipality of the business (the bidder).
- 14.1.4 Availability of food stuff as per specification
- 14.1.5 Availability of suitable transport to deliver the required goods.

14.2 Site inspection conditions:

- 14.2.1 Site inspection will be conducted to the address stated in the bid document.
- 14.2.2 Change of physical address after closure of the bid must be done in writing and reach the department prior to physical execution of the task by departmental representatives
- 14.2.3 The department will not conduct site inspection at the sub-contractor facilities unless the subcontractor is responsible for provision of storage facility according to the agreement entered into between the parties, but this must be stated clearly in the submission
- 14.2.4 The departmental representatives shall not be permitted to inspect any facility other than that stated in the bid document unless notice of change of address was received as specified above.
- 14.2.5 Self-reliant bidders will be preferred but in instances where other parties' premises are to be utilized, valid agreement signed by both parties must be available during site inspection. Valid signed lease agreement must be made available in instances where the bidder is the lessee.

14.2.6 Bidders short-listed shall have on site, samples of food stuffs as listed in this document of which a combination hereof constitute a food parcel to be supplied.

14.2.7 Packaging will be verified during site inspection and must obtain satisfactory rating to sustain hardships during delivery.

14.2.8 It is also expected that the samples to be inspected shall comply with all the requirements as stipulated in Annexure "A1".

14.2.9 Site inspection will cover the below mentioned aspects

NO	ELEMENTS OF EVALUATION	SCALE	WEIGHTS	POINTS ALLOCATED
1	Business Existence	Proof of legitimate occupancy (valid and signed lease agreement or proof of ownership)	10%	5 Points
		Non availability of proof of occupancy		0 Points
2	Office tools	Availability of office equipment's (Telephone, office furniture, computers, printers etc.)	10%	5 Points
		Non availability of office equipment		0 Points
3	Availability of facility for packaging: ✓ Cleanliness ✓ Ventilation ✓ Environmental Health Certificate	Availability of facility for packaging which meets Occupational Health and Safety requirements	40%	20 points
		Non-availability or availability of facility for packaging that does not meet Occupational Health and Safety requirements		0 point
4	Availability of food stuff as per specification	Availability of all food stuff as per specification inspected by the inspection team	40%	20 points
		Non-availability or shortage of some of the food stuff as per specification inspected by the inspection team		0 point
TOTAL POINTS ON SITE INSPECTION			100%	50 Points

15. PREFERENTIAL PROCUREMENT POINTS ALLOCATION

16.1. Bidders must submit a B-BBEE verification Certificate from a verification Agency

accredited by the South African National Accreditation System (SANAS).

- 16.2. In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit or certificate issued by Companies and Intellectual Property Commission (DTI).
- 16.3. Should bidder(s) fail to submit the valid B-BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 16.4. Points shall be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:
- 16.5. The value of the bid is below **R50 000 000.00** as such it will be evaluated based on a 80/20 point scoring system, and points are allocated as follows:

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

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

17. PRICING INSTRUCTIONS

- 17.1. All prices charged must be inclusive of business overheads, applicable taxes, (No delivery cost may be claimed separately).
- 17.2. Price quotations shall be inclusive of VAT except where there are VAT exempt or zero-rated food items. **Successful bidder(s) who are not registered for VAT at the time of bidding must register as required by law immediately after award.**
- 17.3. Pricing must be all inclusive e.g. overheads, storage, packaging, labour costs etc. must all be included in the price for a food parcel.

- 17.4. Bidders must quote for all items under this bid Failure to quote for all list items within the packages will invalidate the bid.
- 17.5. The bid proposal must clearly indicate the total price of bid.
- 17.6. Bidders to take note that the department shall complete the process of evaluation and award in a period of hundred and twenty days (180) days, therefore their prices should consider inflationary fluctuations.
- 17.7. All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 17.8. Bidders must take note that prices shall be firm for the first twelve (12) months of the contract, and thereafter a CPI price adjustment shall be applicable in the first and second anniversary of the contract. The adjustment shall be automatically applied.
Bidders must no apply for such price adjustment.
- 17.9. Bidders to take note that the department shall complete the process of evaluation and award in a period of hundred and twenty days (180) days, therefore their prices should consider inflationary fluctuations.

18. PRICING SCHEDULE

ANNEXURE A1

FOOD PARCEL "TYPE A1"				
ITEM	FOOD ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Mealie meal with added vitamins and selenium	1 x 25kg	R.....	R.....
2.	Dried sugar beans grade 1	2 x 5kg	R.....	R.....
3.	Sugar: Pure white	1 x 5kg	R.....	R.....
4.	Milk powder instant full cream	1 x 1.8kg	R.....	R.....
5.	Table salt iodized,	1 x 1kg	R.....	R.....
6.	Sunflower oil: Polyunsaturated	1 x 2L	R.....	R.....
7.	Rooibos, tagless tea bag, naturally caffeine-free.	1 x 200g	R.....	R.....
8.	Pilchards in tomato sauce high in omega 3 fatty acid.	06 x 400g	R.....	R.....

9.	Soup Packets	5 x 50g packets	R.....	R.....
10.	Peanut butter (smooth, dried and no oil)	1 x 1kg	R.....	R.....
11.	Green bar soap (wrapped green bar soap)	1 x 1kg	R.....	R.....
12.	Powdered washing soap	1 x 2kg	R.....	R.....
13.	Pure Petroleum Jelly	1 x 368g	R.....	R.....
14.	Sanitary Pads	3 x packets	R.....	R.....
15.	Fresh medium washed potatoes	1 x 10kg bag	R.....	R.....
16.	Fresh cabbages	2 x fresh medium cabbages	R.....	R.....
TOTAL: PRICE (inclusive of VAT, Packaging, transportation and VAT exempt items or zero-rated food items)			R.....	R.....

ANNEXURE B

19. DELIVERY POINTS FOR FOOD PARCELS PER DISTRICT:

DISTRICT	MUNICIPALITY	DELIVERY POINT
Mopani District	Greater Tzaneen	Nkowankowa District Control Offices (DCO)
		Dr C.N. Phatudi Social Development Office
		Morutjie Clinic
	BaPhalaborwa	Namakgale Social Development Offices
		Lulekani Social Development Offices
	Greater Giyane	Unigaza Offices
	Greater Letaba	Rotterdam Clinic
		Lebaka One Stop Centre
	Maruleng	Sekororo Social Development Offices

20. CONTACT DETAILS

ADMINISTRATION	TECHNICAL ENQUIRIES
<p>Seopa A.P Deputy Director: Demand and Acquisition Management Department of Social Development Tel: (015) 230 4440 Cell: Tel: (015) 230 4440/079 699 2308 E-mail: <u>SeopaPA@dsd.limpopo.gov.za</u></p>	<p>Ms Ntjie P.N Acting Manager: HIV&AIDS Department of Social Development Tel: 015 230 7016 or 060 758 1188 E-mail: <u>NtjieP@dsd.limpopo.gov.za</u></p>

21. BRIEFING SESSION

Compulsory briefing session will be held as follows:

Date : 29th of November 2022
Venue : Polokwane Welfare Complex
Time : 09H30