



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF SPORT, ARTS AND CULTURE: HEAD OFFICE

TERMS OF REFERENCE NUMBER: DSAC2025/26-B17

RENTAL OF TUCK-SHOP SERVICES AT SCHOEMANSDAL MUSEUM IN MAKHADO LOCAL MUNICIPALITY BY THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS.

CLOSING DATE: 8TH APRIL 2026
CLOSING TIME: 11H00
BID VALIDITY PERIOD: 120 DAYS

TENDER BOX ADDRESS:

**21 BICCARD STREET
OLYMPIC TOWERS
POLOKWANE
0699**

1. DEFINITIONS

DEFINITIONS	
“Acceptable Bid”	Means 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”	Means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
“Bidders”	Means 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 Sport, Arts and Culture to submit a bid in response to this bid invitation.
“Comparative Price”	means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
“Consortium”	Means 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”	means the Limpopo Department of Sport, Arts and Culture (DSAC)
“Firm Price”	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of 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.
“Non-firm Price(s)”	Means all price(s) other than “firm” price(s).
“Person(s)”	Refers to a natural and/or juristic person(s).
“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.
“SMME”	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
“Successful Bidder”	Means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.

2. PURPOSE

- 2.1. The purpose of these terms of reference is to invite companies to rent tuck-shop at the Schoemansdal Museum in Makhado Local Municipality for a period of three years.

3. INTRODUCTION

- 3.1. The Department of Sport, Arts and Culture invites requests for bids for renting tuck-shop at the Schoemansdal Museum in Makhado Local Municipality. **The Tuck-shop is 8m².** The estimated number of visitors per month is +/-800.
- 3.2. Tuck-shop services are services that are provided by appointed service provider for sale of refreshments commonly required by staff and visitors at the Museum.
- 3.3. Given the nature of this service, the appointed service provider is expected to rent structural facility in the Museum premises for conducting the services; it is therefore necessary to have own kitchen equipment.
- 3.4. According to the Museum's level, location, staff and number of visitors per day require on-site tuck-shop facility to cater for the people as mentioned.
- 3.5. It is expected that appointed service provider shall operate the facility on all weekdays excluding the public holidays and weekends. Monday to Friday from 07h00 – 16h30 unless requested by the Department in writing to do so.
- 3.6. The Department will try at its utmost to ensure that the tuck-shop facility and their surroundings are conducive for business.
- 3.7. The appointed service provider shall be responsible for the cleanliness of the tuck-shop and its environment, and hygiene of commodities sold.
- 3.8. The required services are aimed at providing a clean, healthy and hygienic working environment in Museum.

4. BACKGROUND

- 4.1 The Department of Sport, Arts and Culture has recently completed the construction of Schoemansdal Museum.
- 4.2 The Department of Sport, Arts and Culture Limpopo invites bids for rental of tuck-shop, to service provider for a period of three years. The Department intends to enter into a Service Level Agreement with the appointed service provider to provide the services as required. The services rendered will be for the service providers' own account, taking responsibility for all risks including profit/loss, stock and cash control.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1. Tax Legislation

5.1.1 Bidder(s) must be compliant when submitting a proposal to DSAC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

5.2. Procurement Legislation

5.2.1 DSAC has a detailed evaluation methodology premised amongst others, on Treasury Regulation 16A3 read with Limpopo Provincial Treasury Instruction Note 02 of 2014 promulgated respectively under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999) and Section 18(1) (c) read together with Section 18(2) (a), (b), (f) and (i).

5.3. Technical Legislation and/or Standards

5.3.1 Bidder(s) should be cognisant of all the legislation and/or standards specifically applicable to the services to be rendered for DSAC. It is the service provider's responsibility that (it / they) i.e. the service provider(s), always use National Treasury and Limpopo Provincial Treasury prescripts when procuring goods and/or services for DSAC.

6. BRIEFING SESSION

6.1 There will be non-compulsory briefing session for this tender.

7. TIMELINE OF THE BID PROCESS

The validity period of the tender is 120 days after the closing date and time. The project timeframes of this bid are set out below:

Advertisement of bid on tender portal / tender bulletin

6th March 2026

Bid closing date.

8th April 2026 at 11:00

Non-Compulsory Briefing Session date

16th March 2026 @ 10h00

Department of Sport, Arts and Culture - Schoemansdal Museum, Makhado Local Municipality

Notice to bidder(s) DSAC will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at DSAC's discretion. The establishment of a time or

date in this bid does not create an obligation on the part of DSAC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if DSAC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT AND COMMUNICATION

8.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr Modiba C and/ or Ms Modiba M.V via email address modibac@sac.limpopo.gov.za and/ or modibav@sac.limpopo.gov.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

8.2. The delegated office of DSAC may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.3. Any communication with an official or a person acting in an advisory capacity for DSAC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

8.4. All communication between the Bidder(s) and DSAC must be done in writing.

8.5. Whilst all due care has been taken in the preparation of this bid, DSAC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. DSAC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DSAC (other than minor clerical matters), the Bidder(s) must promptly notify DSAC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford DSAC an opportunity to consider what corrective action is necessary (if any).

8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DSAC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

9. LATE BIDS

9.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted.

10. COUNTER CONDITIONS

10.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11. FRONTING

11.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemn any form of fronting.

11.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSAC may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

12.1 DSAC reserves the right to conduct supplier due diligence prior of this award of the bid. The due diligence will include but not limited to the existence and capacity of the company to efficiently render the services as described in this bid.

12.2 The Department reserves the right to report any bidder who submits fraudulent documents to National Treasury for listing on the register of list of restricted supplier and tender defaulters.

13. SUBMISSION OF PROPOSALS

13.1. Bid documents must be placed in the tender box on the aforesaid address on or before the closing date and time.

13.2. Bid documents will only be considered if received by DSAC before the closing date and time, regardless of the method used to send or deliver such documents to DSAC.

13.3. The bidder(s) are required to submit one (1) original copy marked correctly and sealed.

13.4 Bidder(s) are requested to initial each page of the tender document and the attachments.

14. SCOPE OF WORK

- ❖ The appointed service provider must rent tuck-shop in Schoemansdal Museum, 8m².
- ❖ The Service Provider will be required to provide the following:

14.1 PROVISION OF TUCK-SHOP SERVICE

The tuck-shop will sell edible items like basic meals, snacks, non-alcoholic drinks excluding intoxicating substances and tobacco products on a daily basis.

- Duration of Service.

The contract will be for a period of three years.

- Normal Working Hours

Normal Service Time: 07h00 – 16h30

- Working Days – Monday to Friday excluding weekends and public holidays.
- The appointed service provider must be prepared to cater for the following:
 - ❖ Day-to-day operation of the facility.
 - ❖ All menu preferences, religions, cultural and etc.

14.2 SERVICE CONDITIONS

- The contract includes provision of tuck-shop services, including providing, replacing and maintaining of all equipment used, and the provision of consumable supplies required for the intended use.
- Preparation of basic meals, snacks, non-alcoholic drinks to acceptable Nutrition standards for food and other beverages whilst also ensuring that food preparation as specified takes place on the premises.
- This Scope of Work shall be undertaken in the manner stated in this document.
- This Scope of Work is subject to all conditions and requirements as stated in this document as well as any other accompanying documents in this pack.

14.3 TASKS & ACTIVITIES

14.3.1 General Requirements

- Tasks not specified in this document will be identified and mutually agreed between the appointed Service Provider and the Department.
- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., layperson without subject matter expertise).
- ❖ A site inspection by prospective bidders will be held at Schoemansdal Museum tuck-shop facility as specified in the specification prior to the closing date of bids.

15. OBLIGATIONS OF THE SERVICE PROVIDER AND THE DEPARTMENT

THE SERVICE PROVIDER IS REQUIRED TO:

- Conduct business in a courteous and professional manner.
- Ensure that all personnel working under this contract are in good health and pose no risk to any personnel in the Museum.
- Comply with the Department of Sport, Arts and Culture security personnel and emergency policies, procedures and regulations. Compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the Department of Sport, Arts and Culture.
- Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified from other Service Providers, and the departmental staff, etc. The department reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.
- Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.

- ❖ Provide the general cleanlines of the tuck-shop.
- Issue and circulate weekly and daily menus to employees / clients (posted visibly within the premises of the facility).

DEPARTMENT’S OBLIGATIONS:

The Department shall:

- Conduct business in a courteous and professional manner with the Service Provider.
- Provide appropriate information as and when required and only in situations where it is required by the Service Provider to fulfill their duties.
- Not accept responsibility for any damages suffered by the Service Provider or their Personnel, or customers emanating from the operation of the tuck-shop for the duration of the contract.
- Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Shall provide an operation area with storage facility for equipment and material.
- Provide:
 - Water and Electricity.
 - Parking area where available.
 - Loading and off-loading zone.
 - Commercial refrigerator.

16. SPECIAL CONDITIONS

Ensure all responses must be completed and provide all information requested. Failure to adhere to this request will result in the bid being invalid /disqualified.	
16.1	TUCKSHOP SERVICES
16.1.1	Offer refreshments as well as a range of local or recognized dishes ideally suitable to staff and visitors.
16.1.2	Operation of the tuck-shop outside the standard hours shall be by special arrangement between the Department and the Service Provider.
16.1.3	Provide a ‘Menu-of-the day” at a competitive price.
16.1.4	Provide adequate equipment, cutlery and crockery.
16.1.5	Provide suitable disposable containers for the serving of food & beverages.
16.1.6	Use only fresh ingredients for the meals and snacks and ensure that no items that are beyond date are on offer.
16.1.7	Prepare basic meals, snacks, hot beverages to acceptable Nutrition standards for food and other beverages whilst also ensuring that no food preparation other than specified takes place on the premises.

16.1.8	The purchase prices of the items offered would be competitive to surrounding market prices.
16.1.9	Provide catering equipment that are of acceptable industry standards.
16.2	GENERAL UPKEEP OF THE TUCK-SHOP FACILITY PREMISES:
16.2.1	The Service Provider will be responsible for the maintenance of the facility occupied.
16.2.2	All furniture must be of acceptable industry standards. The Department reserves the right to instruct the Service Provider to remove any furniture that is deemed unacceptable.
16.2.3	On termination of the contract, the Service Provider is to make good to the premises all damages incurred during his occupancy.
16.2.4	No structural changes or furniture & fittings may be effected without the Department's written approval.
16.2.5	The Service Provider will be liable for any damages caused to the facility and shall be called upon to repair damages so caused.
16.2.6	The official opening of the facility must be within 30 days after the award of the bid.
16.2.7	No music in the tuck-shop.
16.3	REQUEST FOR CATERING SERVICE FROM APPOINTED SERVICE PROVIDER
16.3.1	The appointed Service Provider will be preferred to compete for catering quotations of every in-house meeting and/or function.
16.3.2	If appointed to render catering service such catering is to operate within the confines of the Tuck-shop environment.
16.3.3	Provide meals in a presentable manner to clients.
16.3.4	Provide adequate catering equipment, cutlery and crockery.
16.4	PREPARATION AND STANDARDS
16.4.1	The meals/beverages excluding non-alcoholic beverages served must be of high quality and prepared in a clean and hygienic manner in accordance with all Nutrition standards for food and other beverages and safety regulations whilst also ensuring that food preparation as specified takes place on the premises.
16.4.2	The Service Provider will be responsible for general cleanliness of the Tuck-shop area.
16.5	CLEANING THE FACILITY:
16.5.1.	Service Provider is to remove all waste (wet or dry) on a daily basis. Waste must be appropriately packaged for disposal with the use appropriate waste containers.

16.5.2	The Service Provider shall provide bins/containers.
16.5.3	The Department of Sport, Arts and Culture reserves the right to conduct inspections from time to time.
16.6	FOOD PRICES:
16.6.1	All menu items are to be individually priced for sale and pricelist must be visible to the clients.
16.6.2	Any food price increase is to be displayed within the operation area of the tuck-shop.
16.7	STORAGE:
16.7.1	The Service Provider shall maintain a stock of consumables in the stores, at his own risk, provided that all local council by laws and the Occupational Health and Safety Act are adhered to.
16.7.2	The Department of Sport, Arts and Culture shall not be responsible or liable for any loss or damage to the Service Provider's stock of consumables and equipment stored on the department's premises.
16.7.3	Stocktaking must be executed outside normal trading hours.
16.8	CONTRACT PERIOD:
16.8.1	The contract shall be for a period of three years. The commencement date will be within thirty days from the date of signing Service Level Agreement.
16.8.2	Rental price quoted will remain firm for the period of the contract and no request for price reduction by the appointed service provider will be considered by the Department.
16.8.3	The Service Provider is required to hold bi-monthly or as determined by the Department of Sport, Arts and Culture, meetings with Management to sort out whatever problems that may arise.
16.8.4	The extension/cancellation of the contract may not be effected without prior approval of the Head of Department and any cancellation/termination/extension of contract will be guided by General Conditions of Contract (GCC).
16.9	OCCUPATIONAL HEALTH AND SAFETY:
16.9.1	The Service Provider shall comply with the Compensation for Occupational Injuries and Diseases Act and Regulations, as amended, from time to time.
16.10	WATER AND ELECTRICITY
6.10.1	The Department of Sport, Arts and Culture will provide Water and Electricity.
16.11	OFF-SITE PREPARATION FACILITY
16.11.1	In the event of meals being prepared off-site, the department reserves the right to inspect such facilities to ensure compliance with the Occupational Health and Safety Act.

16.12	RENTAL PAYMENT
16.12.1	Monthly rental must be paid in full in advance on or before the 7 th of every month.

17. MENU SCHEDULE NOT LIMITED TO THE FOLLOWING

□ 17.1 Schedule – Tuck-shop Services

Sandwiches (Toasted or Plain)	Rolls	Burgers	Hot Meals	Cold Beverages	Hot Beverages	Pastries & Cakes	Snack Items	Lunch meal	Fruits and Vegetables
Bacon	Roast Beef and Mustard	Egg Burger	Chips	Soft Drinks / Sodas	Freshly brewed filter coffee	Pastries (Various)	Yoghurt	Pap, Rice or Samp	Oranges
Cheese	Salami and Cheese	Chicken Burger	Russians	Grapetizer or equivalent	Coffee (Various)	Cake per slice (Various)	Fruit Salad	Grilled steak or Chicken	Bananas
Cheese and Ham	Cheese	Dagwood	Vienna's	Appletizer or equivalent	Various Tea	Muffins	Salad Platter	Beef or Chicken stew	Pear
Bacon and Egg	Egg Mayonnaise	Hamburger	Hot dogs	100% fruit juice	Hot Chocolate	Scones	Sweets and Chocolates (Various)	Fried pork	Litchis
Cheese, Ham and Tomato	Cheese, Ham and Tomato	Bacon and Egg Burger	Pies	Fruit shakes or Smoothies	Café Mocha	Croissants	Soup	Mala mogodu	Grapes
Salami and Cheese	Chicken Mayonnaise	Cheese and Egg Burger		Milkshakes	Cappuccino;			Gizzards or Chicken Feet	Cabbage
Bacon, Egg and Cheese	Avocado and Cheese	Cheese Burger		Still / Mineral Water				Mopani worms	Spinach
Tuna Mayonnaise	Hotdog			Iced Tea					Carrots
Chicken Mayonnaise	Tuna Mayonnaise			Mageu or equivalent					Apples
Cheese and Tomato	Chip Roll								
	Russian Roll								

17.2 SCHEDULE – TUCK-SHOP SERVICES

17.2.1 The above is just an example and interested service providers are at liberty to draft their balanced menus, mindful at all times that Health Inspectors and other related officials will from time to time inspect the quality of food prepared and/ or served.

17.2.2 The interested service providers should further take note that customers' menu need to change from time to time and it will be in their interest to rotate their menus to attract the interest of their customers.

17.2.3 The appointed service provider will be expected to operate a Tuck-shop facility for tea, drinks, light refreshments and meals. All edible items may be sold except, hardware such as knives, scissors, utensils, cookware etc. All types of drinks may be sold except liquor and any intoxicating substances.

ANNEXURE A TO SBD 3.1: PRICING SCHEDULE – FIRM PRICES

CONTRACT NUMBER	SIZE OF THE FACILITY	RENT PER MONTH	RENT PER MONTH	RENT PER MONTH
		YEAR 1	YEAR 2	YEAR 3
DSAC2025/26-B13	8m ²	R	R	R
	MONTHLY RENT X 12	ANNUAL RENT YEAR 1	ANNUAL RENT YEAR 2	ANNUAL RENT YEAR 3
		R	R	R

TOTAL BID PRICE TO BE USED FOR EVALUATION (YEAR 1+YEAR 2+YEAR 3) R

18. EVALUATION CRITERIA

DSAC has set minimum standards that a bidder(s) needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

- a) Administrative Compliance (Phase 1)
- b) Functionality Compliance (Phase 2)
- c) Price and Specific Goals (Phase 3)

PHASE 1: ADMINISTRATIVE COMPLIANCE.

Bidder(s) must submit the documents listed in Table 1 below. All documents must be completed, initialled, and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administrative and mandatory requirements. The bidder(s) proposal will be disqualified for non-submission of any of the bid documents.

PHASE 1: TABLE 1: DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALLED AND SUBMITTED.

TABLE 1.1: ADMINISTRATIVE REQUIREMENTS

- Non-submission of the enclosed SBD 1, SBD 3.1, SBD 4, and SBD 6.1 will result in the disqualification of the bidder.
- However, non-completion, and partial completion of SBD 6.1 will not lead to the disqualification of the bidder but will result in the non-awarding of the Specific Goals.

Document	Document description.
SBD 1	Invitation to bid.
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022.
Registration on National Treasury Central Supplier Database (CSD).	Bidder(s) must be registered on the National Treasury Central Supplier Database (CSD) on or before closing date of this bid.
Tax compliant	To be verified on National Treasury's Central Supplier Database.
GCC	General Conditions of Contract

TABLE 1.2: MANDATORY REQUIREMENTS

SBD 3.1 - Pricing schedule – Firm Prices.	Non-completion, partial completion of the enclosed SBD 3.1 will lead to disqualification of the bidder.
SBD 4 - Bidders' disclosure.	Non-completion, partial completion, and non-disclosure in terms of paragraph 1,2,3 of the SBD 4 will result in the disqualification of the bidder. Disclose using Central Supplier Database number(s) i.e MAAA
Certificate of Acceptability issued by the Local Municipality.	Attach a valid certified copy not older than three months.

PHASE 2: FUNCTIONALITY COMPLIANCE CRITERIA.

Bids must meet the minimum eligibility criteria in respect of functionality of **70 points out of 100** points that will be awarded for functionality before they can be evaluated further to Phase 3.

Any bid that does not meet the minimum eligibility threshold will be automatically disqualified.

The functionality criteria together with the maximum points to be awarded are set out below:

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	BIDDER SCORE
1.	Methodology	<p>Provide a detailed plan including the capacity of the company and the team to provide tuck-shop services as per the following:</p> <p>Food Quality: The use of fresh ingredients and the provision of nutritious, healthy meals.</p> <p>Hygiene and Safety: Cleanliness of the tuck-shop, including floors, walls, ceilings, and equipment.</p> <p>Food Safety Standards: Adherence to food safety regulations and hygienic preparation practices.</p> <p>Waste Management: Proper handling and disposal of food waste and other materials.</p> <p>Menu Variety and Nutritional Value: The ability to offer a varied menu, including different cuisines, breakfast, lunch, and snacks. The accommodation of specific dietary requirements, such as vegetarian, vegan, and kosher option.</p> <p>Regulatory Adherence: Adherence to all relevant health, safety, and environmental regulations.</p>	(25)	
		<ul style="list-style-type: none"> • Excellent: 6 out of 6 points explained in detail 	5 = 25	
		<ul style="list-style-type: none"> • Very Good: 5 out of 6 points explained in detail 	4 = 20	
		<ul style="list-style-type: none"> • Good: 4 out of 6 points explained in detail 	3 = 15	
		<ul style="list-style-type: none"> • Average: 3 out of 6 points explained in detail 	2 = 10	
		<ul style="list-style-type: none"> • Poor: 2 out of 6 points explained in detail 	1 = 5	
		Nothing provided	0	
2.	<p>Proven Track Record in providing tuck-shop services.</p> <p>Attach contactable reference letters with your client's letterhead and signed by authorized persons, from</p>	<p>Reference letters must indicate - Duration of service.</p> <ul style="list-style-type: none"> • Excellent: Above 48 months experience • Very Good: Above 36 months to 48 months experience • Good: Above 24 months to 36 months experience • Average: Above 12 months to 24 months experience • Poor: Below 12 months experience 	(45)	
		<ul style="list-style-type: none"> • Excellent: Above 48 months experience 	5 = 45	
		<ul style="list-style-type: none"> • Very Good: Above 36 months to 48 months experience 	4 = 36	
		<ul style="list-style-type: none"> • Good: Above 24 months to 36 months experience 	3 = 27	
		<ul style="list-style-type: none"> • Average: Above 12 months to 24 months experience 	2 = 18	
		<ul style="list-style-type: none"> • Poor: Below 12 months experience 	1 = 9	

	government entities or departments or municipalities or private institutions NB. The Department reserves the right to verify the reference letters.	No experience	0	
3	Locality of the bidder – Bidder located in Makhado Local Municipality	Attach certified copy of municipal rates and taxes invoice from the local municipality showing the bidder has an office in the local municipality or proof of physical address from Traditional Authority, not older than twelve months.	(30)	
Company based in Makhado Local Municipality		30		
Company not based in Makhado Local Municipality.		0		

TOTAL

100%

PHASE 3: 80/20 PREFERENCE POINTS SCORING SYSTEM IN TERMS OF PPR 2022.

Points for this tender shall be awarded for:

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

The maximum points for this tender are allocated as follows:

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

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)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	10	To be verified through CSD report	
Women	02	To be verified through CSD report	
Youth	02	To be verified through CSD report	
Disabled People	02	To be verified through CSD report (Attach medical certificate with practice number from the registered doctor or hospital not older than 12 months of issue)	
Military Veterans	02	To be verified through CSD report (Attach proof from Department of Military Veterans)	
Rural / Township Business	02	To be verified through CSD report (Attach letter from Traditional Authority and / municipal bill not older than 12 months)	

19. GENERAL CONDITIONS OF CONTRACT

19.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DSAC is prepared to enter a contract with the successful Bidder.
- b. The bidder submitting the General Conditions of Contract to DSAC together with the bid, duly initialled on each and every page by an authorized representative of the bidder.
- c. The Department reserves the right to negotiate a fair market price with the successful bidder.

20. CONTRACT PRICE

- a) All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- b) Bid price will be valid for a period of 120 days from the closing date of the bid.
- c) The bid price of the successful bidder shall remain fixed for the entire duration of the contract.

21. DSAC REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DSAC;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

- c. Act with circumspection and treat DSAC fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DSAC;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of DSAC as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DSAC will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

DSAC reserves its right to disqualify any bidder who either itself or any of whose members:

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DSAC's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

23.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DSAC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

23.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by DSAC against the bidder notwithstanding the conclusion of the Service Level Agreement between DSAC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DSAC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

25. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, DSAC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DSAC harmless from any and all such costs which DSAC may incur and for any damages or losses DSAC may suffer.

26. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. DSAC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

28. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. DSAC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DSAC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DSAC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. NATIONAL TREASURY'S REGISTER OF TENDER DEFAULTERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DSAC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

31. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DSAC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DSAC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

32. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DSAC's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by DSAC remain proprietary to DSAC and must be promptly returned to DSAC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure DSAC's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

33. DSAC PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any DSAC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

RENTAL OF TUCK-SHOP SERVICES AT SCHOEMANSDAL MUSEUM IN MAKHADO LOCAL MUNICIPALITY BY THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE YEARS. DSAC2025/26-B17

COMPILED

END USER
Mr Modiba C

DATE

RECOMMENDED/NOT RECOMMENDED

CHAIRPERSON: BID SPECIFICATION COMMITTEE
Mr Kwetepane K.F

DATE

RECOMMENDED/NOT RECOMMENDED

DIRECTOR: SUPPLY CHAIN MANAGEMENT
Ms Mashilo M.P

DATE

RECOMMENDED/NOT RECOMMENDED

CHAIRPERSON: BID ADJUDICATION COMMITTEE
Mr Ngumla M.A

DATE

BAC MEMBERS PRESENT

- | | | |
|----------------------|----------------|-----------|
| 1. Mr Moatshe M | Signature_____ | Date_____ |
| 2. Mr Kgomo T | Signature_____ | Date_____ |
| 3. Mr Netshifhefhe T | Signature_____ | Date_____ |

APPROVED/NOT APPROVED

HEAD OF DEPARTMENT
Ms Mokgonyana K.V

DATE