



social development

Department:
Social Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



CHIEF DIRECTORATE:

FINANCIAL MANAGEMENT & ADMINISTRATION

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INVITATION TO BID

BID REF. NO	NW/DSD/01/2023
DESCRIPTION	PROVISIONING OF CATERING SERVICES TO SUBSTANCE USED DISORDER CLIENTS AT JB MARKS AND TAUNG INPATIENT TREATMENT CENTRE- NORTH WEST PROVINCE
BRIEFING SESSION DATE AND TIME	05 APRIL 2023 AT 11H00
BRIEFING SESSION VENUE	AMOS HOUSE BUILDING CORNER NELSON MANDELA AND MARTIN STREET MAFIKENG
BID SUBMISSION ADDRESS	Tender box situated the Department of Social Development, Provident Building, First Floor, Supply Chain Management, University Drive, Mmabatho
BID CLOSING DATE	09 MAY 2023
BID CLOSING TIME	11h00 am
BID VALIDITY PERIOD	90 Days
BID INFORMATION	Bid can be obtained from the e-tender portal: www.etender.gov.za

Prospective Suppliers who are interested in participating in afore mentioned Bid are invited to submit their proposal in full compliance to the requirement of this document. Completed, signed and clearly labelled Proposal sealed in an envelope must be submitted to the above mentioned address on or before closing date and time.

Handwritten signature

JB MARKS AND TAUNG INPATIENT TREATMENT CENTRE CONTRACT SPECIFICATION

1. SCOPE OF WORK (DELIVERABLES)

The Contract agreement shall consist of the rendering of catering service at **JB Marks and Taung Inpatient Treatment Centre** for 36 months.

This bid is categorized into two (2) clusters as follows:

JB Marks Inpatient Treatment Centre and Taung Inpatient Treatment Centre

2. DEFINITIONS

"Catering Services" means the services provided by the Private Caterer to the Department as specified in the Bid Document.

"Institution" shall mean JB MARKS and TAUNG TREATMENT CENTRE under the control of the Department of Social Development

"Schedule of daily food costs" means the Schedule of daily costs per person per meal provided by the Private Caterer as per Schedule B

"Schedule of overhead structures" or **"Fixed overhead"** means the schedule of fixed monthly overhead costs incurred by the Department for the management service and other related incidental items provided by the Private Caterer as per Schedule D

"Schedule of price per meal pack" means the schedule of charges of the Private Caterer providing meal pack, including packaging as per Schedule E.

"Management staff" shall mean any management staff provided by the Private Caterer as per Schedule E.

"Allocated staff" shall mean any management staff provided by and remunerated by the Department who shall be supervised by the Food Service Manager. In the absence of a foodservice Manager, the Private Caterer will take full responsibility for allocated staff. See Annexure F

"VAT" means any tax levied on supplies, in terms of the value – added Tax Act of 1991 of the Republic of South Africa

"Food Specifications" shall mean the schedule of food types and quantity to be supplied.

"Department" shall mean the, Department of Social Development.

"The Private Caterer" shall mean a company awarded in terms of this bid.

"Agreement" shall comprise the full documentation included herewith, specifically, the documents headed:


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SBD FORMS:

FINANCIAL SCHEDULES A, B, C, D

ANNEXURE: A, B, C, D

SERVICE LEVEL AGREEMENT

CONTRACT SPECIFICATIONS

ANNEXURE A TO B

"**Food Invoice** or an **Overhead Invoice**" shall mean the standard invoice format, which will be used as set out in Annexure A and B.

"**Broadsheet**" (Annexure C) will be used on a daily basis by the institution to provide the participation detail of each meal to the Private Caterer.

PERIOD OF AGREEMENT

The agreement shall endure for a period of 36 months from the first day of the month following the date before awarding of the contract or at any other date as mutually agreed on conditions.

Tender prices quoted in the schedule A, B, C, D, E & F shall be fixed for the first twelve (12) months of the contract and an escalation on the anniversary will be calculated in accordance with the CPIX for the remainder of the contract.

3. DURATION OF CONTRACT

The contract will be awarded for a period of **thirty six (36) months**.

4. DELIVERY ADDRESS

- 4.1 The Catering services are required for person with Substance Used Disorder at JB Marks and Taung Inpatient Treatment Centre (inside JB Marks and Taung Inpatient Treatment Centre) stipulated in this document.

5. BID REQUIREMENTS

5.1 BID CONDITIONS

- 5.1.1 Faxed, emailed bids **will not** be considered, only hand delivered bids will be accepted.
- 5.1.2 Bids received after the closing date and time, at the address indicated above will not be accepted and considered.
- 5.1.3 The hard copy of the bid response will serve as the legal bid document.
- 5.1.4 All bid prices must be quoted in South African currency and must be VAT inclusive where applicable.
- 5.1.5 The Institution shall provide all required facilities for inspections, tests and analysis of the available apparatus, which may be required free of charge unless otherwise specified.
- 5.1.6 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest points on Specific Goals.
- 5.1.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest points on Functionality.
- 5.1.8 Should it happened that two or more bids scored equal points in all respects, the award shall be decided by the drawing of lots in line with Paragraph 15.2 of the Departmental Preferential Policy of 2022.
- 5.1.9 The bid will be awarded subject to the parties signing a Service Level Agreement (SLA).
- 5.1.10 As from the effective date the Successful Bidder(s) shall render the services, expertise and facilities to the Department as set out in this document and Service Level Agreement (SLA)
- 5.1.11 The General Conditions of Contract (GCC) and Bid Forma, as well as other conditions accompanying this invitation are applicable.

6. SPECIAL CONDITIONS OF CONTRACT

- 6.1 The Bidder must comply to FOODSTUFF, COMSMETICS and DISINFECTANTS ACT 1972 (ACT No 54 OF 1972)
- 6.2 The company must have a supervisor on site to react to emergencies and ensure that the (food) stock is sufficient to cater for at-least five days.
- 6.3 The bidder must comply with all labour regulations.

7. SUBMISSION OF BIDS

- 7.1 Bidders must submit the bid in hard copy format (paper document) to: University Drive, Provident House, 1st Floor Supply Chain Management division, East wing, Mmabatho on or before the closing date and time.

The hard copy of the bid response will serve as the legal bid document.

7.2 LATE BIDS

Bids received after the closing date and time, at the address indicated above will not be accepted for consideration. Please note that bids are late if they are received at the address given in the bid document after bid closing date and time. Late submissions must be registered or marked as such and form part of the evaluation report.

8. BID VALIDITY PERIOD

Bids will be valid for a period of 90 days.

9. DURATION OF CONTRACT

The contract will be awarded for a period of **thirty six (36) months**.

10. VALUE ADDED TAX (VAT)

All bid prices must be quoted in South African currency and must be VAT inclusive where applicable.

11. B-BBEE

- 11.1** The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

12. JOINT VENTURE

- 12.1** A joint venture agreement endorsed by both parties and attested by the Commissioner of Oath must also be attached. Bidders are required to submit a consolidated valid B-BBEE status level verification certificate in the joint venture name. Failure to comply with this requirement will result in the joint venture not being scored for B-BBEE status level.

13. BID DOCUMENT

- 13.1** Bidders are advised to download bid documents from www.eTender.gov.za.

14. ALTERATIONS TO DOCUMENT

- 14.1** No alteration, erasure, omission or addition shall be made to the text or conditions of this document save where expressly directed by clauses in this

document. Should any unauthorized change be made the same will not be recognized but the original document will be adhered to:

15.BID EVALUATION STAGES

15.1 STAGE 1: ADMINISTRATIVE REQUIREMENTS STAGE

- 15.1.1 Central Supplier Database report/Master registration number for proof of CSD registration.
- 15.1.2 Tax compliance status pin.
- 15.1.3 Bidders employed by the state are not allowed to participate on this bid.
- 15.1.4 All bidders who are restricted in terms of National Treasury list of restricted suppliers are not allowed to participate on this bid.
- 15.1.5 Original or certified copy of B-BBEE certificate/ Sworn Affidavit.
- 15.1.6 Fully completed and signed SBD 1: Invitation of Bid.
- 15.1.7 Fully completed and signed SBD 3.3: Pricing Schedule: Professional Service.
- 15.1.8 Fully completed and signed SBD 4: Declaration of Interest.
- 15.1.9 Fully completed and signed SBD 6.1: Preferential Point Claim form in Terms of the Preferential Procurement Regulation 2001.
- 15.1.10 Fully completed and signed SBD 6.2: Local Content and Production Form.
- 15.1.11 Attach General Conditions of Contract.
- 15.1.12 Completed and signed Bid document.

16.STAGE 2: LOCAL CONTENT

PRODUCT	LOCAL CONTENT THRESHOLD
Canned and processed vegetables	80%

- 16.1 Bidders will be required to submit together with their bid, SBD 6.2 and its Annexures C, D, E on the closing date.

17.STAGE 3 MANDATORY QUALIFICATIONS

- 17.1 Acceptability certificate (kitchen)
- 17.2 Occupational Health and Safety Certificate

**FAILURE TO SUBMITT THE ABOVE MENTIONED DOCUMENT THE BIDDER
WILL BE DECLARED NON-RESPONSIVE**

17.3 STAGE 4: EVALUATION CRITERIA TO BE USED:**17.3.1 FUNCTIONALITY**

FUNCTIONALITY	REQUIREMENTS	VALUE	POINTS	WEIGHT
Company profile	Five years' experience	Three Reference and Appointment letters for similar project	3 Verifiable reference & appointment letters = 5 points 2 Verifiable reference & appointment letters = 4 points 1 Verifiable reference & appointment letters = 3 points 0 reference & appointment letters = 0 points	30%
Experience of Management and Key Personnel	Detailed CV and Municipality confirmation letter to handle food in the premises	Valid Food Acceptability Certificate	Certificate-submission -5 points Non submission = 0 points	40%
Qualifications of Management and Key Personnel	Food and beverage certificate	Formal Qualification in relation to Food and Beverage management	5 points Non submission = 0 points	30%
Total				100
Minimum acceptable score				60%

NB: Bidder must obtain a minimum score of 60% points in order to progress to the next stage of evaluation. FAILURE TO MEET THE MINIMUM THRESHOLD FOR FUNCTIONALITY, THE BIDDER WILL BE NON-RESPONSIVE.

NB: The Evaluation may verify authenticity of points claims

18. STAGE 5: PRICE AND SPECIFIC GOALS

18.1 Price

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be evaluated by the State on the *80/20*-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

The following formula will be used to calculate the points for price:

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

Where:-

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

18.2 SPECIFIC GOALS POINTS

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20
1.	Enterprises owned by black people. <i>(must be included as a specific goal)</i>	10
2.	Enterprises located in a specific Area: • Township / Village Area	4 • (Proof Business Address)

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20
3.	<ul style="list-style-type: none"> Enterprises owned by Youth. 	6

A maximum of 10 points may be awarded to a tenderer for the B-BBEE specific goals specified in the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non Contributor	0

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

18.3 STAGE 6: ADDITIONAL OBJECTIVE CRITERIA

According to Preferential Procurement Policy Framework Act (PPPFA) section 2(1) an organ of state must determine its preferential procurement policy and implement it within the following framework:

- (a) A Preference point system must be followed;
- (b) (i) for contracts with a Rand value above a prescribed amount a maximum of 10 points may be allocated for the specific goals as contemplated in paragraph (d) provided that the lowest acceptable tender scores 90 points for price;

- (ii) for contracts with a Rand value equal to or below a prescribed amount a maximum of 20 points may be allocated for specific goals as contemplated in paragraph (d) provided that the lowest acceptable tender scores 80 points for price;
- (c) any other acceptable tenders which are higher in price must score fewer points ,on a pro rata basis, calculated on their tender prices in relation to the lowest acceptable tender, in accordance with a prescribed formula;
- (d) the specific goals may include –
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (e) any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender;
- (f) **The contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraph (d) and (e) justify the award to another tenderer;** and any contract awarded on account of false information furnished by the tenderer in order to secure preference in terms of this Act, may be cancelled at the sole discretion of the organ of state without prejudice to any other remedies the organ of state may have.

18.3.1 In this regard your attention is specifically directed to the following: -

- 18.3.1.1 Bidders can bid for all Clusters but will be awarded one cluster. Although the intention of this bid is to award one cluster to one bidder, both clusters may be awarded to one bidder. In the event there is no any other responsive bidder in either of the clusters, provided that he /she bided for both clusters and scored the highest points.
- 18.3.1.2 Clusters will be allocated in the order of appearance in this bid document. [e.g. if you are the highest scoring bidder in all two clusters, you will be allocated the first cluster];
- 18.3.1.3 In an instance the highest scoring bidder has already been awarded a cluster, the next responsive bidder will then be considered;

19.DUTIES AND OBLIGATIONS OF THE PRIVATE CATERER

19.1 ACCOUNTING

- 19.1.1 The Private Caterer shall be responsible for the completion of all accounting records.
- 19.1.2 The accounting period shall be the end of each calendar month.
- 19.1.3 The accounting documents shall consist of an official invoice of the Private Catering Company, supported by a specified food invoice format (Annexure A) and overhead invoice format (Annexure B)
- 19.1.4 Actual numbers of meals served, as reflected in the accounting documents referred to in this document shall in respect of: Service Users be the number certified by the Institution's Food Service Manager responsible for the dining areas.
- 19.1.5 It is agreed that payment of the account must be effected within 30 days after receipt of a correctly completed and certified invoice.
- 19.1.6 The Private caterer working time must comply with Basic Conditions of Employment.
- 19.1.7 The private caterer shall maintain and provide; per invoice; information for catering provided to the Food Service Manager.
- 19.1.8 The Department does not accept responsibility for delays in payment due to erroneous invoices submitted by the Private Caterer.

20.PROVISION OF STAFF

20.1 MANAGEMENT OF STAFF

- 20.1.1 The private caterer shall:
 - 20.1.1.1 Provide Management and the Food Service Manager on the basis, which appears on the "Schedule of Overhead Structures" annexed hereto, as per Schedule D.



20.2 THE PRIVATE CATERER SHALL:

- 20.2.1 Handle all minor offences and discipline of all people appointed by the Private Caterer and refer any serious matters to the Institution Manager in writing within 24 hours.
- 20.2.2 Report all matters/ offences to the Institution Manager within 24 hours.

21.MANAGEMENT

21.1 The Private Caterer undertakes to:

- 21.1.1 Provide Management Services in respect of quantity and quality, control and supervision of the preparation of food by all staff concerned. If a Foodservice Manager is available on the staff establishment of the Institution the role of supervision of the preparation of food will be his/her responsibility.
- 21.1.2 Provide accounting services as defined in paragraph 4.1.
- 21.1.3 If management staff of the Private Caterer will be away from the Institution for longer than 5 working days, a relief Manager should be available.

22.TRANSPORT

22.1 The Private Caterer undertakes to:

- 22.1.1 If meals have to be supplied away from the catering facility the Institution will be responsible for transportation thereof.
- 22.1.2 The private caterer must ensure that all perishable products must be transported in an insulated or refrigerated truck and that the supplies comply with relevant health and safety regulations.

23.PURCHASE AND SUPPLY OF FOODSTUFFS

23.1 The Private Caterer undertakes to:

- 23.1.1 Purchase and acquire all foodstuffs and other materials necessary for the proper fulfillment of its catering.



- 23.1.2 Arrange for the supply and delivery of all the ingredients necessary for the proper preparation of all menus appearing on the Food Specifications and any equivalent thereof.
- 23.1.3 Ensure that all foodstuffs supplied to the institution are of the highest quality and, where required, undertakes to submit the food to both quality and quantity control inspections by the Department or delegated relevant authority on testing of Menu Specifications.
- 23.1.4 The amount claimed monthly from the Department in respect of foodstuffs, will be restricted to the amount tendered for as per Schedule A.
- 23.1.5 The Private Caterer shall provide the food stock/material for the preparation of 'meal packs, as requested by the institution. The specification for a meal pack is per Annexure F. The price of foodstuffs to be purchased from the Private Caterer, per specification per pack is to be reflected on Schedule F and should include the cost of packaging material and required items.
- 23.1.6 The menu reflecting the meal of the day must be available in the foodservice to all allocated staff members and management.

24. KITCHEN FACILITIES

- 24.1 The Private Caterer shall have full access to all kitchens, food stock stores, dining and catering areas and the supervision thereof to render catering services in terms of these conditions. In this regard the Private Caterer shall have custody and control of all keys that allow access to the kitchen food stock stores, catering and dining areas and keys to the lockable furniture, equipment, fixture and fittings. However access will be limited to those areas and any surrounding buildings and facilities necessary for the rendering of the catering services.
- 24.2 The Caterer shall not use (or allow to be used) the designated catering localities or premises for any purpose other than the catering services in terms of these conditions, nor will he/she be allowed to prepare food or serve food on premises on other than the designated premises.
- 24.3 The Caterer shall use (or allow to be used), all furniture, fixtures, equipment, stoves and other materials / supplies only for the purpose for which they are providing.
- 24.4 The Caterer shall not remove any property of the Department from the premises or locality where the Department kept it nor use any Department utensils for private use.
- 24.5 No structural changes will be made by the Caterer to the existing premises. Any proposed change in a structure should be submitted to the Department in writing for consideration and the Department's decision as to the necessity of it will be final.

25.CLEANING MATERIALS, UNIFORM, STATIONERY AND CROCKERY

25.1 The Private Caterer undertakes to:

- 25.1.1 Provide appropriate cleaning materials/chemicals and insecticides that are S.A.B.S. approved for cleaning purposes of the Food Service and related stores/areas.
- 25.1.2 Ensure the safe storage of cleaning materials /chemicals and insecticides.
- 25.1.3 Provide non-consumable items such as packaging materials/cling wrap/ Polystyrene glasses and lids/serviettes for meal packs and items to use for issuing food preparation and dishing up purposes which includes salt, pepper, tomato sauce, and chutney and vinegar portions.
- 25.1.4 Provide disposable gloves to be used during food preparation/dishing up.
- 25.1.5 Provide stationery for administrative purposes for personnel of Private Caterer.
- 25.1.6 Provide uniforms to Private Catering staff.
- 25.1.7 Provide protective clothing, including disposable caps / masks / aprons and shoes for Private Caterer Staff.

26.HYGIENE AND CLEANLINESS

26.1 The Private Caterer undertakes to:

- 26.1.1 The Private Caterer shall, to the satisfaction of the Department, keep all kitchen, stores and dining areas including all windows, floors, walls, catering equipment fixtures, fittings and kitchen drains and all utensils used, in hygienic and tidy condition.
- 26.1.2 Ensure that all Private Catering staff is at all times tidy and neatly dressed and that they are free of infectious diseases.
- 26.1.3 Medical examination for the possibility of the Tuberculosis, Venereal Disease and Typhoid must be done annually at the Private Caterer's expense for the private catering staff. Results on Tuberculosis of Private caterer's staff must be immediately reported and availed to the Head of the Institution.
- 26.1.4 The Private Caterer shall conform to the requirements of the Health and Safety Act 85/93 and the provision of the Children's Act, 38, 2005, and other related legislative frameworks.
- 26.1.5 The Private Caterer will be responsible for Pest Control on a monthly basis of Food Service and related stores, which will include full spray. The caterer should

inform the Institution Manager at least (5) five working days before pest control will be done.

26.1.6 A register must be kept by the Institution as proof of Pest Control, and must be signed by an authorized person of the institution and Catering Company.

26.1.7 The private caterer shall provide cleaning equipment and SABS approved materials (chemicals) to all areas used by all staff within the food service unit.

26.1.8 To ensure safety, all cleaning material (chemicals) should be compliant with hazards analysis critical control point recommendation.

26.1.9 Ensure that company staff is trained on handling chemicals and that emergency care training procedure is displayed at the allocated area.

27. SECURITY

27.1 The Private Caterer must conform to all Security regulations applicable in the Institution.

28. USE OF RESOURCES

28.1 The Private Caterer undertakes to use resources in an economical, efficient and transparent manner.

28.2 The Private Caterer must provide own telecommunication facilities. (i.e. Cell phones).

29. TRAINING

29.1 The Private Caterer shall be responsible for the training of all private caterer's staff on an ongoing basis to enhance the efficient functioning of the Catering Service.

30. DUTIES AND OBLIGATIONS OF THE DEPARTMENT

30.1 PAYMENT

30.2 As consideration for catering services provided by the Private Caterer to the Department, and for food stuffs supplied, the Department shall pay the Private Caterer amounts determined with reference to the calculation of daily food costs as per Schedule B, and the calculation of overhead structures as per Schedule D.

Completion of appointments, resignations, transfer and leave taking in conjunction with the Institution Manager or person in charge of institution.

31.THE INSTITUTION SHALL PROVIDE:

- 31.1 Catering equipments and Utensils. All existing catering furniture, fixtures and equipment including gas, oil, steam and electric stoves, as well as cooking utensils, cutlery, crockery and any other relevant catering equipment.
- 31.2 Damage or loss to the items referred to in paragraph 14.2.1. Due to the negligence or incorrect use or operation on the part of the Private Caterer or the staff under his control, must be replaced by the Private Caterer at his expense.
- 31.3 Fuel (whether electricity, gas, oil or wood) and water as is required for cooking, cleaning and freezing purposes, which the Private Caterer undertakes to use economically.
- 31.4 The items accounted in terms of paragraph 14.2.1. Shall be recorded on an "inventory register" which shall be signed by both parties.
- 31.5 The Department and The Private Caterer Shall Agree on Menu based on dietary requirements at the time of signing the contract.

32.ALLOCATED STAFF (INSTITUTION'S FOOD SERVICES MANAGER)

32.1 Monitor the preparation of Meals

- Customize and Implement the menu for the unit in relation to the specification.
- Monitor food preparation methods, portion sizes, and garnishing and presentation of food order to ensure that food is prepared and presented in an acceptable manner.
- Monitor compliance with health conditions regarding food preparation and serving does correspond with the diet list.
- Ensure that prescribed menu is rotated according to the diet and nutritional needs.
- Ensure that different diets are served accordingly
- Coordinate assignments of cooking personnel in order to ensure economical use of food and timely preparation.
- Supervising the implementation and alteration of the prescribed menu

32.2 Monitoring health and hygiene

- Monitor that equipment's and utensils are adequately issued.
- Monitor that all tasks pertaining to disinfection cleaning, dusting and refuse removal are performed accordingly.
- Request fumigation and ensure maintenance of treatment is done monthly

- Ensure compliance with OHS standards in the food service unit, (protective clothing, fire extinguishers, first aid kit, and signage boards).
- Inspect kitchen, dining areas, kitchen utensils and equipment to ensure sanitary standards are met.

32.3 Perform Administration Service users

- Ensure that health and safety system of work are implemented and maintained
- Adhere to cost effective and timeous reporting of incidents in relation to OHS.
- Check all operational books and work sheets
- Plan requests in relation to budget
- Check food and beverage deliveries; also check delivery contents in order to verify goods quantity and quality.
- Arrange for equipment maintenance and repairs.
- Coordinate a variety of services such as waste removal and pest control.
- Maintain equipment inventories, and keep inventory records.

32.4 Ensure dishing and serving of service users

- Monitor dishing, serving and distribution of meals to the different units.
- Ensure cooking for events, Setup, cleaning after events and programs held in the unit are preparing meals (Lunch packs) for outgoing clients as requested.
- Test cooked food by tasting and smelling it in order to ensure palatability and flavour conformity
- Ensure that measurements are accurate and correct quantities are prepared

33.CATERING HANDOVER

33.1 Commodities perishables / Non perishables

33.1.1 The Private Caterer will on the commencement date of the contract take stock of all commodities, perishable and non-perishable. This stock taking will be performed in conjunction with an authorized representative of the Institution and copies shall be prepared in duplicate which will be furnished to:

- a) The Private Caterer
- b) The Institution Manager

33.1.2 Negotiations will take place between the Private Caterer and Institution to purchase the stock on hand, or will arrange for transferring of stock to other institutions. All Institution stock (not purchased by the Private Company) must be removed from stores and related areas within 7 (seven) days of hand over.



34.EQUIPMENT AND UTENSILS

- 34.1 The Private Caterer representative and the representative of the Institution will take inventory within 1 (one) day after commencement of the contract. Inventory list must be available in the foodservice and must be updated when circumstances require.
- 34.2 The Private Caterer, together with the person mentioned in Paragraph 11.1, undertakes to do an inventory and inspection of all furniture, fixtures, catering equipment and utensils as mentioned in paragraph 5.2.1. On a date prior to commencing with the service which is convenient to both parties.

35.OWNERSHIP OF STORAGE

- 35.1 The Private Caterer is permitted at its own risk to maintain a stock of foodstuffs and other materials on the premises of the Department.
- 35.2 Ownership of the foodstuffs and other materials shall pass from the Private Caterer to the Institution upon issue of such from storage areas.
- 35.3 The Private Caterer shall retain ownership of all accounting and control documentation used by it in the performance of its contractual obligations.

36.RIOT, UNREST AND STOCK LOSS

- 36.1 Notwithstanding the closure of the Institution due to the service user's riot and / or unrest, the Department shall be liable for payments of management fees as determined in accordance with the provision of this contract.
- 36.2 The Private Caterer shall be liable for the rendering of the catering services as tendered irrespective of any riot and / or unrest affecting management staff.
- 36.3 During any period of unrest or riot, the Private Caterer occupies the premises of the Department at its own risk and the Department shall not be liable for any damage to the Private Caterer's property and equipment.

37.MEALS FOR CATERING STAFF

- 37.1 Private Catering staff, if entitled to meals whilst on shift, costs will be borne by the Private Caterer.

38.ESCALATION

- 38.1 All prices agreed upon when the agreement is concluded shall remain unchanged for the first Twelve (12) months. Price escalation will be effected on the second and third year of the contract. Price escalation will be determined by the latest Consumer Price Index (CPIX)

ANNEXURE A

FOOD INVOICE FORMAT

(INCLUSIVE OF VAT ITEM REQUIREMENTS)

NB: Number of beneficiaries 40(JB Marks) 20(Taung Treatment)

TYPE	MEAL	ACTUAL	CHARGE	TOTAL
MENU	BREAKFAST			
	AM TEA			
	LUNCH			
	PM TEA			
	DINNER			
	EVENING TEA			
			VAT	
			GRAND TOTAL	

ANNEXURE B

**OVERHEAD
INVOICE FORMAT**

ITEM	INVOICE OVERHEAD	
CLEANING MATERIALS		
TRAVEL		
STATIONARY		
MANAGEMENT FEE		
SUNDRY		
SALARIES & WAGES		
OFFICIAL DATE STAMP	TOTAL	
	CERTIFIED ABOVE IS AS PER TENDER CONTRACT	
	<u>RANK</u>	<u>SIGNATURE</u>

ANNEXURE C

MENU

(Please see attached specification list)

MEAL	FOOD CATEGORY		RAW SPECIFICATION	COMMODITY	FREQUENCY
BREAKFAST	Porridge		20g	Maize – Meal	X2
			20g	Maltabella/ Mabele	X2
			20g	Cereals	X1
	protein		50g	Egg(scrumbled)	X3
	Bread-brown		15g	½ Slice	X7
	Margarine		2.5g		X7
	Peanut butter + Syrup		5g		X7
	Tea		1.5g		X7
	Rooibos Tea		2.5g		
	Sugar		20g		X7
	Low fat Milk(fresh full cream)		50ml		X7
	Fruit		½ a portion	See fruit spec	
				First/Second/Third Food	X7
LUNCH	PROTEIN				
		Meat without bone			
		Poultry-with bone			

		Fish- without bone			
	STARCH		25g	Potato	X2
			25g	Maize meal	X2
LUNCH CONTINU	Vegetables Cooked or as salad		2 Portion	Gemsquash, butternut, carrots and spinach	X7
	Dessert See specification list		3.5g	Jelly + 50ml Custard cooked	1 per week
			80g prepared	Canned fruit pureed + 50 ml custard cooked	1 per week
	50% Fruit Juice		100ml		X6
	Teething biscuits		15g		X6
SUPPER	Smooth crushed vegetable Soup		100ml	Home made (Winter Menu)	X7
	P R O T E				

	I				
	N				
	STARCH			Vegetables	X1
				Milk	X1
					X2
					X1
					X1
	Vegetables cooked or as salads		1 portion	See specification list	X7
	Late night snack		250ml		X7

ANNEXURE D no. 1

FOOD SPECIFICATIONS LIST

QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

Approved certificates from suppliers of fresh meat, milk/milk products and poultry must be available on the day of commencing delivery on behalf of the caterer.

Summer Menu 1st October – 31st March

Winter Menu 1st April – 30th September

1. MEAT AND MEAT PRODUCTS

- 1.1. No textured vegetable protein will be allowed.
- 1.2. Pure 100% beef/chicken patties must be used.
- 1.3. The mass specified under the minimum required is for raw mass only.
- 1.4. All meat must be ordered in portions and ready to cook.
- 1.5. The fat content of stewing meat served shall consist of not more than 2% visible fat and 18% bone. Only A & B Grade's meat will be accepted.
- 1.6. Beef lean mince must be served for all menus.
- 1.7. All meat and meat products must be of high quality standard.
- 1.8. Only frozen IQF chicken portions must be purchased to ensure that all patients receive equal cuts.
- 1.9. For stews only chicken breasts or thighs must be used.
- 1.10. For roast chicken: Only Thighs must be used.
- 1.11. A variety of cooking methods must be used when preparing chicken – only 1(one) times per 14 day menu cycle will chicken stew be accepted – the rest must be grilled / fried.
- 1.12. Only the best quality Polony and Vienna's will be accepted. Only sliced cold meats should be purchased.
- 1.13. All fish portions must be prepared e.g. skinless and fillet (without bone).
- 1.14. All chicken products must be Halaal.
- 1.15. When chicken portions and steak are grilled or baked it must be counted according to number of patients.



2. VEGETABLES AND FRUIT

- 2.1. Only choice grade frozen vegetables may be used for vegetable dishes.
- 2.2. Caterer's grade frozen vegetables may be used for soups and stews.
- 2.3. Fresh fruit and vegetables shall be of good standard and quality.
- 2.4. It must be noted that potatoes, sweet potatoes, sweet corn, cut corn, and baked beans (salad beans) as such are not regarded as vegetables products, but as starch products.
- 2.5. "Raw mass" of vegetables shall mean ready prepared – excluding peels, pips, stalks and tops.
- 2.6. All fresh vegetables will be ordered and delivered fresh, ready prepared. Weight of vegetables reflected in food specifications, are for ready prepared items. In case where there are challenges with getting prepared, whole vegetables can be provided following the agreement with the food service manager. Provisioning staff should be pre-pared those whole vegetables.

3. MILK AND MILK PRODUCTS

- 3.1. Low fat milk should be served to all service users in small plastic containers as per the required ml.
- 3.2. No milk blends or coffee creamers / whiteners allowed.

4. BREAD AND STARCH

- 4.1. The preference of the institution regarding fortified brown or whole wheat bread must be adhered to for all service users, except in the case of certain therapeutic diets.
- 4.2. Only sliced bread must be ordered.
- 4.3. One slice of bread should be 30g.
- 4.4. A variety of types of biscuits must be available Quality/taste must be accepted to service users. Provision must be provided for therapeutic diets. The packaging size of biscuits must not exceed 200g.
- 4.5. Only fortified flour, maize and bread must be used.
- 4.6. Scone / Muffins / rolls may be used as substitutes for bread.

5. COFFEE AND ROOIBOS

- 5.1. Provide service users with coffee sachets/sticks, black Ceylon tea envelopes, rooibos tea envelopes, white sugar tubes, brown sugar tubes.
- 5.2. Good quality ground or instant coffee to use with not more than 25% chicory.
- 5.3. Only good quality Rooibos tea to be used.
- 5.4. Good quality Ceylon type blended tea.
- 5.5. No coffee or tea mixes containing milk and sugar may be used.

6. FRUIT JUICE AND WATER

- 6.1. Only 100% pre-packed containers 250ml size pure fruit juice must be used for all menus as well as therapeutic diets. Preferred flavours will be specified by the Institution.
- 6.2. Only purified pre- packed containers 250ml size water must be used for all menus as well as therapeutic diets.

7. MARGARINE

- 7.1. Only full fat margarine bricks must be used for cooking purposes.
- 7.2. Medium fat portions must be served with bread to clients who are allowed to spread their own bread / snack.

8. CEREALS

- Ready to serve breakfast cereals must be available in case of strikes / riots/ unrest or request. In such instances the fresh milk portion will be increased to 200ml at no cost.

9. SPREAD / JAM / SUGAR

- 9.1. At least a variety of 2 (two) flavours of jam (excluding syrup) must be served per day. Provision must be made for therapeutic diets e.g. diabetic jam portions.
- 9.2. Bulk jam is required when bread is spread in the foodservice unit.
- 9.3. Only sugar portions will be served to service users. Bulk sugar will only be used for cooking.
- 9.4. Diabetic service users must be served non-nutritive sweetener sachets.
- 9.5. Peanut butter must be easy to spread and should not separate on standing.

10. DESSERT

- 10.1. Provision must be made for normal and therapeutic diet for baked and under baked desserts.
- 10.2. Whole wheat flour and non- nutritive artificial sweeteners must be available for therapeutic diet.
- 10.3. The following items must be available to prepare / serve dessert to specific diets:

- Oat – bran
- Ice cream
- Diabetic canned fruits

11. HOME MADE SOUP (winter menu)

- 1.1 Must contain a basis of grated vegetables and thickened / flavored with soup powder.
At least 4 (four) different types of soups must be served on a 14 day winter menu cycle.

12. COOKING OIL

- 12.1. Cooking oil will be used for deep and shallow frying purposes only.
12.2. Private caterer must test used cooking oil, before re- using to ensure that it is still safe for human consumption.

13. RAW MASS OF MENU ITEMS DOES NOT INCLUDE:

- Margarine / oil for cooking purposes
- Spices for cooking purposes
- Garnish for cooking purposes
- Thickening agents for cooking purposes
- Vegetables for uses in soups and stews
- Milk for custard, white sauce, ext.
- Juice for salads.

14. SERVING OF FOOD

- 14.1. A sample plate must be dished for portion control purposes.
14.2. The food service manager and private catering manager must taste the prepared food before dishing up to ensure the good quality and flavor.
14.3. Substitute for specific diets e.g. no fish/egg/red meat/ chicken must be served with no extra cost and portions will be according to the menu.
14.4. All pre-plated food must have a proper edible garnish. Garnish must be indicated on the menus and does not include salt, pepper, chutney, tomato/ Worcester sauce sachets.

15. CULTURAL HABITS

- 15.1. Cultural differences must be taken into consideration at all times to ensure client satisfaction.
- 15.2. Muslim, Kosher, Hindu and 7th Day Adventists with special dietary request must be accommodated if circumstances require **DELIVERY ADDRESS**.
- 15.3. The Security services is required within offices in Bojanala as stipulated in this document.

ANNEXURE E

WINTER MENU

Week 1 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday
BREAKFAST	80g	Maize meal soft porridge	80g	Maltabella	80g	maize meal soft porridge	80g	Oats	80g	maize meal soft porridge
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	3x25g	Fish fingers	90g	Vienna	100g	Lean mince	100g	Fish cakes	50g	Fried egg
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
AM TEA	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water
	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Mince meat	150g	Beef stew	210g	Roast Chicken	150g	Roast beef	200g	Beef burger
	100g	Spaghetti	80-20g	Samp & Beans	100g	Rice	100g	Samp	2 piece	Burger bun
	100g	Mixed veg	135g	Beetroot salad	180g	Pumpkin	90g	cauliflower with cheese sauce	200g	Tossed salad
LUNCH	180g	Baked butternut	80g	Stewed Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g	Chakalalaka
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Short bread biscuit	30g	Crunchy biscuits	30g	Lemon creams biscuit	30g	Chocolate Chip Biscuit	30g	Ginger biscuit
	200ml	Beef soup	200ml	Chicken soup	200ml	Mushroom soup	200ml	Vegetable soup	200ml	Minestrone soup
	210g	Grilled chicken	150g	Baked/fried/grilled hake	150g	Boerewors	150g	Chicken Schnitzel	210g	Grilled chicken thighs
	100g	Pap	280g	Chips	100g	Pap	200g	Mashed potato	100g	Rice
PM TEA	150 + 70	Stewed spinach	100g	Carrot salad	150g	Stewed cabbage	100g	Country mix vegetables	135g	Beetroot salad
	60ml	Chicken Gravy	20ml	Tartar sauce	60ml	Gravy	60ml			
	80g	Milk tart	80 + 100	Malva pudding & custard	125+15	Instant pudding & jelly	15g+100ml	Jelly & custard	120+100	Fruit salad & custard
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece	Bread roll
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
SUPPER	30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece	Bread roll
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
EVENING TEA	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece	Bread roll
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUBER SLICES GARNISH; FRUITS MUST BE A VARIATION. BOILED EGG, FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH ALL MEALS.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

ANNEXURE E – WINTER MENU

Week 2 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday
BREAKFAST	60g	Maltabella	80g	maize meal soft porridge	60g	Oats	60g	Maltabella	80 g	Corn flakes
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	200ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	75g(1.5)	Scrambled egg	100g	Fish cake	100 g	Lean mince	60/50g	Bacon and egg	90g	Chicken sausage
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
AM TEA	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
LUNCH	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water
	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Chicken schnitzel	150g	Grilled steak	150g	Beef stew	150+100	Beef Lasagna	150g	Baked/fried/grilled meat
	100g	Rice	100g	Stiff maize	100g	Samp			200g	Mash potatoes
	90g	Steamed peas	150 + 70	Stewed spinach	135g	Beetroot	110g	Tossed salad	90g	Buttered peas
	180g	Butternut	130g	Sweet and sour carrot salad	80+30	Stewed Green beans	110 g	Baked butternut	100g	Glazed carrot
PM TEA	60ml	Chicken sauce	60ml	Brown Gravy					20ml	Tartar sauce
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	500ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
SUPPER	30g	Peanut butter biscuits	30g	Coconut biscuits	30g	Ginger biscuit	30g	Chocolate Crunchy Biscuit	30g	Wafer biscuit
	200ml	Beef soup	200ml	Mushroom soup	200ml	Chicken & vegetable soup	200ml	Minestrone soup	200ml	Lentil soup
	150g	Mince meat	210g	Baked chicken	150g	Baked/fried/grilled hake	210g	Chicken stew (thighs)	150g	Beef stew
	100g	Spaghetti	100g	Maize rice	200g	Potato wedges	100g	Rice	1000g	Samp
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad	135g	Coleslaw	170g	Creamed Spinach	135g	Beetroot salad
	80+ 100ml	Apple pudding & custard	125+15	Instant pudding & jelly	100ml	Banana custard	80 + 100ml	Malva pudding & custard	80g	Telephone pudding
EVENING TEA			60ml	Chicken gravy	20ml	Tartar sauce				
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk	40ml	Low fat milk
	2 portions	muffin	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	2 portions	Scones	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	30g	Cheese	20g	Polony	15g	Jam	50g	Egg mayonnaise

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUBER SLICES GARNISH; FRUITS MUST BE A VARIATION. BOILED EGG, FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH ALL MEALS.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

SUMMER MENU
ANNEXURE E – MENU

Week 1 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec
BREAKFAST	80g	Oats	80g	Maltabella	80g	maize meal soft porridge	80g	Oats	80g
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g
	3x25g	Fish fingers	90g	Vienna	100g	Lean mince	100g	Fish cakes	50g
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml
AMTE	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces
	250ml	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water
LUNCH	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml
	150g	Mince meat	150g	Beef stew	210g	Roast Chicken	150g	Roast beef	200g
	100g	Spaghetti	80-20g	Samp & Beans	100g	Rice	100g	Samp	2 piece
	100g	Mixed veg	135g	Beetroot salad	180g	Pumpkin	90g	cauliflower with cheese sauce	200g
	180g	Baked butternut	80g	Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g
PM TEA					60ml	Gravy	60ml	Gravy	
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml
SUPPER	30g	Short bread biscuit	30g	Crunchy biscuits	30g	Lemon creams biscuit	30g	Chocolate Chip Biscuit	30g
	210g	Grilled chicken	150g	Baked/fried/grilled hake	150g	Boerewors	150g	Chicken Schnitzel	210g
	100g	Pap	200g	Chips	100g	Pap	200g	Mashed potato	100g
	150 + 70	Stewed spinach	100g	Carrot salad	150g	Braised cabbage	100g	Country mix vegetables	135g
	60ml	Chicken Gravy	20ml	Tartar sauce	60ml	Gravy	60ml		
EVENING TEA	120+100	Fruit salad & custard	80 + 100	Malva pudding & custard	125+15	Instant pudding & jelly	15g+100ml	Jelly & custard	120+100
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g
	30g	Chéese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO THE MENU. VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH THE MEAT.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

**SUMMER MENU
ANNEXURE E – MENU**

Week 2 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday
BREAKFAST	60g	Maltabella	80g	maize meal soft porridge	60g	Oats	60g	Maltabella	80 g	Co
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	200ml	Lo
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Su
	75g(1.5)	Scrambled egg	100g	Fish cake	100 g	Lean mince	60/50g	Bacon and egg	90g	Ch
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Br
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	M.
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Ja
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rc /
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Su
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Lo
AM TEA	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fr
	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Be
LUNCH	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fr
	150g	Chicken schnitzel	150g	Grilled steak	150g	Beef stew	150+100	Beef Lasagna	150g	Ba
	100g	Rice	100g	Stiff maize	100g	Samp			200g	M.
	90g	Steamed peas	150 + 70	Stewed spinach	135g	Beetroot	110g	Tossed salad	90g	Bu
	180g	Butternut	130g	Sweet and sour carrot salad	80+30	Stewed Green beans	110 g	Baked butternut	100g	Gl
	60ml	Chicken sauce	60ml	Brown Gravy					20ml	Ta
PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rc /
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Su
	500ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Lo
	30g	Peanut butter biscuits	30g	Coconut biscuits	30g	Ginger biscuit	30g	Chocolate Crunchy Biscuit	30g	W
SUPPER	150g	Mince meat	210g	Baked chicken	150g	Baked/fried/grilled hake	210g	Chicken stew (thighs)	150g	Be
	100g	Spaghetti	100g	Maize rice	200g	Potato wedges	100g	Rice	1000g	Sa
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad	135g	Coleslaw	170g	Creamed Spinach	135g	Be
	125g	Fruit jelly whip	125+15	Instant pudding & jelly	100ml	Banana custard	80 + 100	Malva pudding & custard	80g	Ar
			60ml	Chicken gravy	20ml	Tartar sauce				ta
EVENING TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	M
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Su
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Lo
	2 portions	muffin	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	2 portions	Scones	60g (2 slices)	Br
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	M
	15g	Jam	30g	Cheese	20g	Polony	15g	Jam	50g	Eg

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO THE MENU. FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2 X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT TO TASTE.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

**SUMMER MENU
ANNEXURE E – MENU**

Week 1 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday
BREAKFAST	80g	Oats	80g	Maltabella	80g	maize meal soft porridge	80g	Oats	80g	maize meal soft porridge
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	3x25g	Fish fingers	90g	Vienna	100g	Lean mince	100g	Fish cakes	50g	Fried egg
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
AMTE A	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water
LUNCH	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Mince meat	150g	Beef stew	210g	Roast Chicken	150g	Roast beef	200g	Beef burger
	100g	Spaghetti	80-20g	Samp & Beans	100g	Rice	100g	Samp	2 piece	Burger bun
	100g	Mixed veg	135g	Beetroot salad	180g	Pumpkin	90g	cauliflower with cheese sauce	200g	Tossed salad
	180g	Baked butternut	80g	Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g	Chakalalaka
PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Short bread biscuit	30g	Crunchy biscuits	30g	Lemon creams biscuit	30g	Chocolate Chip Biscuit	30g	Ginger biscuit
SUPPER	210g	Grilled chicken	150g	Baked/fried/grilled hake	150g	Boerewors	150g	Chicken Schnitzel	210g	Grilled chicken thighs
	100g	Pap	200g	Chips	100g	Pap	200g	Mashed potato	100g	Rice
	150 + 70	Stewed spinach	100g	Carrot salad	150g	Braised cabbage	100g	Country mix vegetables	135g	Beetroot salad
	60ml	Chicken Gravy	20ml	Tartar sauce	60ml	Gravy	60ml			
EVENING TEA	120+100	Fruit salad & custard	80 + 100	Malva pudding & custard	125+15	Instant pudding & jelly	15g+100ml	Jelly & custard	120+100	Fruit salad & custard
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 place	Bread roll
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO SCHEDULE 1. FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET MUST BE SERVED WITH SAUSAGES.

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

**SUMMER MENU
ANNEXURE E – MENU**

Week 2 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday
BREAKFAST	60g	Maltabella	80g	maize meal soft porridge	60g	Oats	60g	Maltabella	80 g	Corn flakes
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	200ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	75g(1.5)	Scrambled egg	100g	Fish cake	100 g	Lean mince	60/50g	Bacon and egg	90g	Chicken sausage
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
AM TEA	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water
LUNCH	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Chicken schnitzel	150g	Grilled steak	150g	Beef stew	150+100	Beef Lasagna	150g	Baked/fried/grilled
	100g	Rice	100g	Stiff maize	100g	Samp			200g	Mash potatoes
	90g	Steamed peas	150 + 70	Stewed spinach	135g	Beetroot	110g	Tossed salad	90g	Buttered peas
	180g	Butternut	130g	Sweet and sour carrot salad	80+30	Stewed Green beans	110 g	Baked butternut	100g	Glazed carrot
	60ml	Chicken sauce	60ml	Brown Gravy					20ml	Tartar sauce
PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	500ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Peanut butter biscuits	30g	Coconut biscuits	30g	Ginger biscuit	30g	Chocolate Crunchy Biscuit	30g	Wafer biscuit
SUPPER	150g	Mince meat	210g	Baked chicken	150g	Baked/fried/grilled hake	210g	Chicken stew (thighs)	150g	Beef stew
	100g	Spaghetti	100g	Maize rice	200g	Potato wedges	100g	Rice	1000g	Samp
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad	135g	Coleslaw	170g	Creamed Spinach	135g	Beetroot salad
	125g	Fruit jelly whip	125+15	Instant pudding & jelly	100ml	Banana custard	80 + 100	Malva pudding & custard	80g	Apple crumble / mil tart
			60ml	Chicken gravy	20ml	Tartar sauce				
EVENING TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)	2.5-5g	Rooibos tea / Ceylon tea / coffee	200ml	Milo (milk)
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	2 portions	muffin	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	2 portions	Scones	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	15g	Jam	30g	Cheese	20g	Polony	15g	Jam	50g	Butter mayonnaise

FISH FINGER AND FISH CAKE MUST BE SERVED WITH LEMON SLICE, 2X TOMATO SLICES AND 2X CUCUMBER SLICES GARNISH; FRUITS MUST BE SERVED ACCORDING TO FRIED EGG, VIENNA, SAUSAGES MUST BE SERVED WITH 2 X TOMATO SLICES AND 2 X CUCUMBER SLICES FOR GARNISH. TOMATO SAUCE, PEPPER AND SALT SACHET

FOOD TO BE PREPARED ON SITE AND FOOD PREPARATION REGULATIONS AND GUIDELINES TO BE COMPLIED WITH

ANNEXURE E**FOOD SPECIFICATIONS LIST OF EQUIVALENTS****QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS**

All items are indicated as raw mass except when indicated otherwise.

Food item		Equivalent	
STARCH			
280g	Potatoes or other commodity according to menu	200g	Baked beans canned
		200g	Sweet corn canned
		200g	Cut corn frozen
		80g	Dried beans / lentils / peas
		120g	Samp / 40g bean mix
90g	Maize meal	120g	Mabele
BREAKFAST PORRIDGE			
60g	Maize meal	60g	Cornflakes
		60g	Weetbix
BEVERAGES			
1.5g	Tea/	5g	Milo
2.5g	Coffee	1.5g	Rooibos tea
MILK			
200ml	Fresh, low-fat cream	175ml	Plain / Flavored yoghurt
		200ml	Buttermilk
		200ml	2% Low fat milk
JAM			
20g	Unportioned	15g	Jam portion (tub)
BREAD			
30g	Slice brown bread	50g	Scones
			Roll (hamburger bun)
MEAT / FISH/POULTRY			
150G	Pork	150g	Chuck

200g	Chicken portion	130g	Breast fillet
100g	Beef mince		
150g	Hake portions – ready battered	120g	Hake fillet – prepare own batter

Vegetables

– ready pre-pared weight

1 portion equals:

(vegetables used for meat stews is not included)

Vegetable		Menu D Children 4-18years
Beetroot	Fresh	160g
Cabbage	Fried	140g
	Salad	100g
	Stew potato +	120g+50g
Carrots	Fresh without tops	130g
	Frozen	80g
	Salad	100g
	Stew potato +	100g+30g
Gems	Fresh	180g
Green beans	Canned	150g
	Frozen	80g
	Stew potato +	80g+30g
Green peas	Canned	100g
	Frozen	65g
Mixed Vegetables	Canned	150g
	Frozen	80g

Pumpkin	Fresh	180g
Spinach	Stew + potato	170g+50g
Tossed salad can contain any (3/4) mixture of onions, tomatoes, lettuce, cucumber, pineapple		100g

FRUIT		
FRUIT		
Apples	Canned	100g
	Fresh	120g-150g
Banana	Fresh	150g-180g
Grapes	Fresh	120g
Guavas	Canned	2x50g=100g
	Fresh	160g-200g
Oranges	Fresh	200g-250g
Peaches	Canned	2x50g =100g
	Fresh	120g-150g
Pears	Canned	2x50g=100g
		120g-150g
Naartjies	Fresh	120g-150g
Melons	Fresh	250g-300g
Watermelons	Fresh	250g-300g
Fruit Salad must contain at least 3-4 fruits	Fresh	140g
	Canned	100g

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SCHEDULE A

INSTITUTION FINANCIAL SUMMARY

Tender Number :

Name of Tender :

Institution :

Validity : **90 DAYS**

Period : **36 MONTHS**

TENDER PRICES IN SA CURRENCY

INCLUSIVE OF VAT

ESTIMATED FOOD COSTS AS PER SCHEDULE B	COST FOR 12 MONTHS
Menu Week 1	
Menu Week 2	
FIXED OVERHEADS (Schedule D)	
GRAND TOTAL FOOD AND OVERHEADS	

MR

SCHEDULE B
CALCULATION OF OVERHEAD STRUCTURES
INCLUSIVE OF VAT

Tender Number :

Name of Bidder :

Institution :

Validity : **90 DAYS**

Period : **36 MONTHS**

MANAGEMENT AND OTHER INCIDENTAL CHARGES INCLUSIVE OF VAT	(1) COST FOR ONE (1) YEAR	(2) COST PER MONTH
CLEANING		
TRAVEL COSTS		
STATIONARY		
MANAGEMENT FEE		
SUNDRY		
SALARIES AND WAGES FOR BELOW (Schedule E)		
TOTAL		

- **Transfer to " Fixed overhead" on Financial Summary**



SCHEDULE C

TENDERER'S OWN PERSONNEL DAILY FOOD COST SUMMARY

Tenderer :
Institution :
Tender :
Validity : **90 DAYS**
Period : **36 MONTHS.....**

POSITION	SALARY WAGES	ALLOWANCES			TOTAL PACKAG E	NUMBER OF STAFF	TOTAL COST
		PENSION	PROVIDENT FUND	BONUS			
					LEVY		

NE

SCHEDULE D
CALCULATION OF OVERHEAD STRUCTURES
INCLUSIVE OF VAT

Tender Number:

Name of Bidder:

Institution:

Validity : 36 MONTHS

Period :

MANAGEMENT AND OTHER INCIDENTAL CHARGES INCLUSIVE OF VAT	(1) COST FOR ONE (1) YEAR	(2) COST PER MONTH
CLEANING		
TRAVEL COSTS		
STATIONARY		
MANAGEMENT FEE		
SUNDRY		
SALARIES AND WAGES FOR BELOW (Schedule E)		
TOTAL		

- **Transfer to " Fixed overhead" on Financial Summary**

1. INSPECTIONS

- 1.1.** All prospective Tenderers shall visit the Institutions and acquaint themselves with the facilities and circumstances.



Directions can be obtained from:

Ms Catherine Disebo Monyemore
TEL: (018) 294 – 3504
Email: cmoneyemore@nwpg.gov.za

Mr Mmusi William Malongoa
TEL: (018) 294 – 3504
Email: mmalonga@nwpg.gov.za

Ms Angelinah Molefe
TEL: 082 051 3687
Email: amolefe@nwpg.gov.za

17. BID ENQUIRIES

Contact Person: Supply Chain Management related matters:
Name: Mr SJ Mnguni
Contact: (018) 388 2798/ 1529
Email: jmnguni@nwpg.gov.za

NB: All enquires must be in writing



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT: NORTH WEST PROVINCE					
BID NUMBER:	NW/DSD/01/2023	CLOSING DATE:	09 MAY 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF DULY AUTHORIZED SERVICE PROVIDER FOR THE PROVISION OF CATERING SERVICES TO SUBSTANCE ABUSE DISORDER CLIENTS AT JB MARKS AND TAUNG TREATMENT CENTRE- NORTH WEST PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1 ST FLOOR UNIVERSITY DRIVE					
PROVIDENT HOUSE BUILDING					
SUPPLY CHAIN MANAGEMENT					
NORTH WING ENTRANCE, MMABATHO 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr J Mnguni		CONTACT PERSON	Mr J Mnguni	
TELEPHONE NUMBER	(018) 388 2798/1529		TELEPHONE NUMBER	(018) 388 2798/1529	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	jmnguni@nwpg.gov.za		E-MAIL ADDRESS	jmnguni@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00

CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

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3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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

- 2.2 Do you, or any person connected with the bidder, have a relationship

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.

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people. <i>(must be included as a specific goal)</i>	n/a	10		
Enterprises located in a specific Area: • Township / Village Area	n/a	4		
• Enterprises owned by Youth.	n/a	6		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited



Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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33. National Industrial Participation Programme (NIPP)

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 any thing 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 | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government 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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 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 shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 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

- (c) 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

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 canceling 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 must, 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 must 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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

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 must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.