



social development

Department of
Social Development
FREE STATE PROVINCE

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE
CATERING AND RELATED SERVICES AT
TSHIRELETSONG CHILD AND YOUTH CARE CENTRE
ON BEHALF OF THE FREE STATE DEPARTMENT OF
SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE
YEARS**

BID NUMBER: FSDSD (T) 012/2026

ADVERT DATE:

09 OCTOBER 2026

CLOSING DATE AND TIME:

03 NOVEMBER 2026 AT 11:00 AM

VALIDITY PERIOD:

120 DAYS

NB: All bidders must indicate their names and CSD Registration number:

NAME OF COMPANY / FIRM:

.....

MAAA :

DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

SECTION 1		
NO.	DESCRIPTION	YES / NO (TICK)
1.1	Invitation to Bid (SBD 1)	
1.2	Price Schedule (SBD 3.1)	
1.4	Price Adjustment (SBD 3.2)	
1.5	Declaration of Interest (SBD 4)	
1.6	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)	
1.7	Contract Form – rendering of Services (SDB 7.2)	
SECTION 2		
2.1	Special Conditions of Contract (SCC)	
SECTION 3		
3.1	General Conditions of Contract (GCC)	
SECTION 4		
4.1	Nutrition Menus	
SECTION 5		
5.1	Joint Venture or a Consortium Agreement to be completed A separate joint venture agreement to be submitted by bidders.	

SECTION 1

INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FSDSD (T) 012/2026	CLOSING DATE:	03 November 2026	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE CATERING AND RELATED SERVICES AT TSHIRELETSONG CHILD AND YOUTH CARE CENTRE ON BEHALF OF THE FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR PERIOD OF (03) THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bid Box situated at Main Entrance at the Foyer					
Civilia Building, Number 14					
Mariam Makeba Street,					
Bloemfontein					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. TSOLOANE MATSHABA		CONTACT PERSON	Ms. NTHABISENG MABULA	
TELEPHONE NUMBER	051 409 0615		TELEPHONE NUMBER	051 409 0533	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tsoloane.Matshaba@fssocdev.gov.za		E-MAIL ADDRESS	Nthabiseng.Mabula@fssocdev.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE					

STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT (SCC).

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

PRICING SCHEDULE – FIRM PRICES (GOODS)

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

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

Name of Bidder.....	BID number: FSDSD (T) 012 /2026
Closing Time 11:00	Closing date: 03 November 2026

OFFER TO BE VALID FOR (120) DAYS FROM THE CLOSING DATE OF TENDER

ITEM	PRODUCT DESCRIPTION	UNIT PRICE IN RSA CURRENCY (VAT INCL.)
1	Supply and delivery of catering at Departmental Institution for a period of three (3) years.	As per the attached Pricing Schedule

Refer to Annexure(s) for Specifications

- Required by: Department of Social Development, Free State.

Brand and model See Above

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- *Delivery basis: **FIRM / NOT FIRM**

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

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

• Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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 institution State

- 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.

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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE QUOTATION AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this quotation is the **80/20** preference point system.

1.3 Points for this quotation (even in the case of a quotation 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 quotation are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this quotation to claim points for specific goals with the Bid, 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 Bidder, either before a quotation 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) **“Bid”** 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) **“quotation 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:

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

Where

Ps = Points scored for price of quotation under consideration

Pt = Price of quotation 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:

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

Where

Ps = Points scored for price of quotation under consideration

Pt = Price of quotation under consideration

Pmax = Price of highest acceptable Bid

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 Bid. For the purposes of this quotation the Bidder 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 Bid:

- 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 quotation documents, stipulate in the case of—
- (a) an invitation for quotation for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable quotation will be used to determine the applicable preference point system; or
 - (b) any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable quotation 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 quotation 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 Bidders: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
51% or more Women owned enterprise	5		Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) and Sworn Affidavit in the format of DTIC OR B-BBEE Certificate with the SANAS logo
51% or more Youth owned companies	5		Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) and Sworn Affidavit in the format of DTIC OR B-BBEE Certificate with the SANAS logo
Disability	5		A copy of a medical certificate to confirm disability from a registered medical practitioner
SMME (Promotion of SMME's in terms of the RDP Goals)	5		Sworn Affidavit in the format of DTIC OR B-BBEE Certificate indicating 100% black ownership status

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 Bid, 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 Bidder 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 BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	



social development

Department of
Social Development
FREE STATE PROVINCE

SECTION 2

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1. This Bid and all contracts emanating from there will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. SUBMISSION OF BIDS

- 2.1. Bidders must submit sealed completed bid document, clearly marked as **FSDSD (T) 012/2026** to address indicated on the SBD1 on or before the closing date and time of the bid. Please note that Civilia Building ground floor is accessible during working hours from 07:30am-16:00pm

3. STATUS OF REQUEST FOR PROPOSAL

- 3.1 The Department of Social Development hereby invites potential bidders to provide catering and related services at the Departmental Institutions for a period of three (03) years.
- 3.2 This bid is an invitation for potential bidders to submit a bid(s) for the provision of catering and related services for the Departmental Institutions as set out in the Special Condition of Contract contained herein.

4. PRICING

- 4.1. Prices must be inclusive of all relevant taxes and transportation to be firmed.
- 4.2. No price adjustments will be allowed during the **first year** of the contract period inclusive of statutory increases. Price adjustment will only be allowed after **12** months from commencement of the contract. Thereafter, price increases will be considered once annually.
- 4.3. Bidders must only price for menus provided in the bid document. No other menus will be acceptable except the menus provided by the Department in this bid document.

5. EVALUATION PROCESS

The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Mandatory and Administrative bid requirements	Functionality Criterion	Price and specific goals	Recommendation and Appointment
<u>Mandatory Requirements</u> - CSD Registration - Tax compliance status - Bidders/Members/Individuals should not be restricted - Bidders/Members/Individuals should not be in the employment of the State - Pricing - Bidders are required to submit valid proof of Registration of Dietician with HPCSA <u>Administrative requirements</u> - Completion of SBD forms	Any proposal not meeting the minimum score of 70 points on the functionality will not be evaluated further on Price and Specific Goals.	Bids evaluated in terms of the 80/20 specific goals system	Recommendation and appointment to the relevant Department

Failure to comply with Phase I will invalidate the bid.

5.1. Phase I: Mandatory Requirements

During this phase Bidders' response will be evaluated based on the mandatory and non-mandatory requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

5.1.1. Registration on Central Supplier Database (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid

5.1.2. Tax Compliance Status

Bidder(s) must be compliant when submitting a bid to the Free State Department of Social Development and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

5.2. Phase II: Functionality Criteria

Functionality will be evaluated on the basis of the responses on the Functionality criteria and supporting documentation supplied by the Bidders as follows:

CRITERIA FOR SPECIFIC GOALS	DOCUMENTS TO BE ATTACHED	MAXIMUM POINTS
1. BIDDER'S RELEVANT EXPERIENCE IN THE FIELD (<u>Bidders relevant experience in the catering environment. Successful completion of Catering in similar environment.</u>) ➤ R 0 to R 50 000.00 = 5 points ➤ Above R 50 000.00 up to R 100 000.00 = 10 points ➤ Above R 100 000.00 up to R 500 000.00 = 20 points ➤ Above R 500 000.00 up to R 1 million = 25 points ➤ Above R 1 million up to R 1.5 million = 30 points ➤ Above R 1,5 million = 40 points	Attach orders or/and appointment letters (on the letterhead of the institution signed by Head of SCM or delegated official) relating to catering together indicating the amount of the appointment with corresponding reference letters indicating that the service was successfully completed (All proof of service been delivered must relate/correspond with attached orders or appointment letters). The documents must not be older than four (4) years	40

2. NUMBER OF REFERENCE LETTERS RELATED TO CATERING SERVICES ➤ No Reference letter = 0 points ➤ 1 to 5 Reference Letter(s) = 5 points ➤ More than 5 reference letters = 10 points	Reference letter(s) signed by Head of SCM or delegated official on the letter head of the institution, indicating the state/quality of delivery. Reference letter must not be older three (3) months.	10
3. FINANCIAL CAPACITY (<u>Demonstrate capacity to deliver</u>) ➤ Bank Statement not older than six (6) Months OR ➤ Valid Bank guarantee letter not older than six (6) months. OR ➤ National Credit Regulator (NCR) accredited service provider (Provide NCR registration number) not older than six (6) months specific to this project issued after the date of the advert and not later than the closing date of the bid.	Proof of Bank Statement with cash flow of not less than R50 000.00 for the past six (6) months OR Letter from the bank indicating revolving credit of not less than R50 000.00. OR Letter of commitment to provide funding from an accredited financial service provider for R50 000.00 or more in the name of the bidder not older than six (6) months.	20
4. AVAILABILITY OF DIETICIAN ➤ No valid Registered Dietician = 0 points ➤ Valid Registered Dietician with (HPCSA) (not full time in the institution sessional) with less than five (5) years experience as a registered Dietician = 5 points ➤ Valid Registered Dietician with (HPCSA) (not full time in the institution sessional) with more than five (5) years experience as a registered Dietician = 10 points	Attach Curriculum Vitae of valid qualified Dietician and certified certificate(s) of qualification.	10
5. LOCALITY (<u>Provide proof of residence</u>): ➤ Outside South Africa = 0 points ➤ Outside Free State = 10 points ➤ Within the Free State area = 20 points	Proof of residence e.g., valid leasing agreement if not owning the property together with proof of rental payments (i.e. Invoice or statement from the lessor not older than (3) months) OR Municipal clearance certificate not older than three (3) months OR	20

	Proof of municipality accounts in the bidders' name (company name / Director of the company) not older than (3) three months	
TOTAL		100

5.2.1. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided. **The department reserves the right to further verify the credibility of supporting documentation submitted to qualify for points allocation.**

5.2.2. Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of **70 Points** for Functionality will be evaluated and scored in terms of the pricing and specific goals.

5.3. Phase III: PRICE AND SPECIFIC GOALS EVALUATION

5.3.1 The bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022 and the bid evaluation criteria stipulated in this section.

5.3.2 The evaluation on Price and Specific goals will be conducted and the bidders who scored the minimum number of points for Functionality.

5.4. Phase IV: RECOMMENDATION AND APPOINTMENT

5.3.3 The Department reserves its right to appoint more than one service provider. The number/allocation of service provider(s) to be appointed is the prerogative of the Department.

5.3.4 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Social Development for awarding of the bid/s.

6. NEGOTIATIONS

The Accounting Officer/Authority reserves the right to negotiate prices with shortlisted bidders to arrive at an acceptable market-related price.

7. COMMUNICATION AND CONFIDENTIALITY

7.1 The Free State Social Development may communicate with the Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

7.2 All communications between the Bidder and the Free State Social Development must be done in writing.

7.3 Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

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

7.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

7.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Bidding process must keep the contents of the Bid and other such

information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

- 7.7 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so. All documents will remain the property to the Free State Department of Social Development

8. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the special conditions by bidder(s) will result in invalidation of such bidder(s).

9. VERIFICATION OF BIDDERS

At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

10. CONFIDENTIALITY

- 1.1. Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder(s) who submitted the bids or to other persons not officially concerned with the process, until the successful bidder(s) has been notified of the outcome of the bidders.
- 1.2. No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so.

11. JOINT VENTURE AGREEMENTS

- 11.1. A Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. Kindly complete attached Annexure A.
- 11.2. Individual Entity/ies must be registered on the CSD and after closing, register a Joint Venture or a Consortium on the CSD. It will also be expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract).

12. AGREEMENTS

- 12.1. A Service Level Agreement may be entered into with the Department of Social Development to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- 12.2. Should funds no longer be available to pay for the execution of the responsibilities of Bidders the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder(s) who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

13. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the General Conditions of Contracts, mediation proceedings will not be applicable to this contract.

14. ALLOCATION AND AWARD OF CONTRACT.

- 14.1. **One service provider will be appointed per institution. Bidders are allowed to bid for more than one (1) one institution. However, potential bidders must submit bidding document for each institution and price the menus accordingly.**
- 14.2. The outcome of the bidders will be published in the Provincial Tender Bulletin, Departmental Website and e-Tenders portal.

15. CONFIDENTIALITY

- 15.1. Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder(s) who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder(s) has been notified of the outcome of the bidders.
- 15.2. No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so.

16. EXTENSION OF CONTRACT

- 16.1. The purpose of this request for bid (RFB) it is to invite service providers to provide catering and related services at the departmental institutions on behalf of the Free State Department of Social Development for period of (3) three years with an option to extend for a further 12 months.

17. AGREEMENTS

- 17.1. A Service Level Agreement shall be entered into with the Department of Social Development to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- 17.2. Should funds no longer be available to pay for the execution of the responsibilities of Bidders **FSDSD- T 012 2026**, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder(s) who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

18. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

19. ACCEPTANCE OF THE SPECIAL CONDITIONS AND CONTRACT AND GENERAL CONDITIONS OF CONTRACT

Failure to accept the Special Conditions of Contracts and the General Conditions of Contract or any part thereof, may result in the bidders not being considered.

I _____ in my capacity as _____ of the

Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE

CAPACITY

Name of contact person of company:

Tel. of company: _____

E-mail: _____

SECTION 3

GENERAL CONDITIONS OF CONTRACT

NOTES

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

To ensure that clients be familiar with regard to the rights and obligations of all parties involved in

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

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

TABLE OF CLAUSES

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

<i>General Conditions of Contract.</i> Definitions	1. The following terms shall be interpreted as indicated: 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
---	---

	1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 “GCC” means the General Conditions of Contract. 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 “Project site,” where applicable, means the place indicated in bidding documents. 1.21 “Purchaser” means the organization purchasing the goods. 1.22 “Republic” means the Republic of South Africa. 1.23 “SCC” means the Special Conditions of Contract. 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and

		the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za	
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.	
5. Use of contract documents and information; inspection	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.	
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.	
7. Performance security	7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:	

	(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder 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 (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in

		sufficient time to permit the purchaser to procure needed requirements; and
		(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for fourteen (14) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2 If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.
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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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 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 (NIP) Programme	33.1 The NIP Programme administered by the Department of Social Development shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998. 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 4

CATERING AND RELATED SERVICES AT DEPARTMENTAL INSTITUTION (SPECIAL MENU & PRICING SCHEDULE)

DIABETIC DIET

LOW GI (0 – 55)

INTERMEDIATE GI (56 – 69)

HIGH GI (70 AND ABOVE)

DAIRY	Low fat/ fat free milk (plain and flavoured) Low fat/ fat free yoghurt (plain and sweetened) Low fat/fat free custard (sweetened and unsweetened) Low fat ice-cream (sweetened and unsweetened)		
CEREALS	ProNutro wholewheat (original and apple bake) High fibre bran; some mueslis e.g. fine form Cold mealie meal, oats (whole flakes) Oat bran (raw), digestive bran	Strawberry Pops, Fruitful Bran, Pro-Nutro, Tasty Wheat, instant oats, corn pops, Frosties, Choco's, shredded wheat, All Bran flakes, mealie meal – reheated	WeetBix, Nutrific, Maltabella, puffed wheat, ProNutro (original, banana, strawberry, chocolate and honeymelt), rice crispies, cornflakes, Special K, toasted muesli
BREAD	Provita Seed loaf, pumpernickel Any other bread made with lots of whole kernels, crushed wheat (e.g. Albany or Duens dumpy) oats and/or oat bran	Rye bread, Ryvita Pita Bread Rolled barley	All brown, white and regular wholewheat bread All bread rolls and anything made with cake flour, bread flour and wholewheat flour Rice cakes, Snack bread, cream crackers, water biscuits
STARCHES	Legumes: all dried and canned beans, peas, lentils, pea dhal, baked beans and butter beans Boiled barley, barley wheat, crushed wheat Bulgur, buckwheat Pasta (100% Durum wheat /Durum semolina) Sweet potato, mealies/corn Long grain and wild rice	Sweet corn (canned) Basmati rice Brown rice with lentils Baby potatoes – with skin Couscous Samp and beans	All boiled, mashed, baked and fried potatoes Minute noodles Rice Samp Mealie rice Millet Pasta (normal wheat flour)
FRUIT	All deciduous fruit, i.e. apricots, cherries, peaches, plums, pears, apples etc. All citrus fruit (oranges, naartjies, grapefruit) Kiwi and grapes (watch portions!)	Tropical fruit, i.e. banana, mango, paw-paw, pineapple and litchi Dried fruit: sultanas, dates and raisins (watch portions!)	Watermelon and sweet melons Dried fruit rolls
VEGETABLES	All those that are not intermediate or high GI e.g. beans, broccoli, cauliflower, cabbage, onion, mushroom, cucumber, lettuce, marrows, peas, peppers, tomato etc.	Beetroot, spinach	Carrots and carrot juice, pumpkin, Hubbard squash, butternut, parsnips, turnips
SNACKS/SUGAR	Fructose: not more than 20g (4 tsp) per day. Sugar-free sweets Sugar-free spread e.g. St Dalfour, Naturelite	Digestive biscuits Low fat biscuits containing oats/oat bran Low fat bran/fruit muffins or pancakes	Sweets – boiled and jelly type Marie biscuits Commercial honey Glucose

	Homemade low-fat popcorn	Low fat oatmeal crumpets Raw honey, spread, sugar	Maltose
DRINKS	Sugar-free cold drink Juice of low GI fruits: only 1-2 glasses per day	Juice of intermediate GI fruits – only 1 glass of diluted juice Regular cool drink: cordials and soft drinks	Sports/energy drinks, eg Energade, Powerade, Lucozade

BISCUITS AND BREAD

Item	Menu A,B,C,H Normal diet for residents & Diet for staff	Menu Diet for
Bread: brown/whole-wheat 1 slice roll/bun Scone/muffin	30g 50g ½ large (20g)	
Rusk, unsweetened	20g (1)	
Provitas	20g (3)	
Cream crackers	20g (3)	
Ryvita	20g (2)	
Matzo	20g (½)	
Trims	20g (2)	

PROTEIN DISH (LUNCH)

Stewing beef/mutton	2x
Eggs (boiled, fried large)	1
Mince	1x
Pot-roast (beef/mutton/pork)	1x /2 weeks
Cutlets (mutton/pork)	1x /2 weeks
Fish	1x

Poultry	2x
---------	----

**PROTEIN DISH
(SUPPER)**

Stewing beef/mutton	2x
Mince	1x
Sausage	1x
Cheese/eggs/milk	1x
Fish	1x
Processed	1x

FRUIT

Item	Portion size for menus
Strawberries: fresh	125ml
Apricots: fresh, medium	2 X 35g
Canned	5 X 15g
Dry	80g Cooked
Apples: fresh, medium	1 (120g)
Canned	100g
dry	80g (cooked)
Grapes	100g
Guavas: fresh, medium	85g
Canned	2 X 50g
Oranges: fresh, medium	1 (130g)
Naartjies: fresh, medium	1 (130g)
Litchis: fresh	5-6 med (90g)
Mango: without fibre	1 (150g)
Papaw: fresh	140g
Pears: fresh, small	1 (90g)
Canned	90g
Dry	80g (cooked)
Peaches: fresh, medium	1 (100g)
Canned	2 X 50g
Dry	80g (cooked)
Grapefruit: fresh, large	1 half
Plums: fresh, medium	2 X 60g
Pineapple: fresh	120g without skin
Canned	90g
Melon: fresh	150g without skin
Watermelon: fresh	130g without skin
Raisins	30g

Bananas: fresh	1 (80g)
Stewed dried Fruit (cooked)	90g

* Portion size for menu E is 40g.

VEGETABLES

Item	Portion size for menus
Baby marrow	75g
Beetroot (shredded)	100g
Lettuce	40g
Cauliflower	80g
Broccoli	75g
Brussels Sprouts	80g
Butternut	100g
Mix vegetables	90g
Green beans	80g
Green peas	85g
Cucumber	90g
Cabbage :	
Salad	55g
Cooked	90g
Squash	100g
Pumpkin	100g
Spinach	90g
Tomatoes	100g
Carrots:	
Salad	90g
Cooked	100g

* Portion size for menu D and E is 30-40g vegetable puree.

* Portion size for menu F is half the portion size of menu

DESSERT

Must be served once a week, or as negotiated per institution. For menus with lunch and for Sundays Menu with lunch as mutually agreed with the institution.

Summer	Winter
125ml Jelly / Gelatine pudding	70-90g Baked pudding 100ml Custard (sweetened)

100ml Custard (sweetened)	
---------------------------	--

*Custard or sauce must always be served with the pudding. Portion size for menu E is half the portion size.

SANDWICH FILLINGS

FILLING I (PROTEIN FILLING)	
Scrambled egg	1
Cheese	20g
Meat/Fish/poultry	20g

FILLING II	
Bovril/Marmite	5g
Fish paste	10g
Sandwich Spread	10g
Jam/Syrup/Honey	15g
Peanut butter	10g

CONDIMENTS

	Daily allowance/person
Salt	3 sachets
Pepper must be available on request	

- Must be provided to coincide with items on the Normal Diet menu and **must be indicated on the menus** submitted.

SIDE DISH (Use more as garnish)

Tomato slices	20 – 30g	3 x / week
Tomato-onion sauce/ chutney	30g	2 x / week
Lettuce	20 – 25g	2 x / week

DISTRIBUTION (FREQUENCY/WEEK)

BREAKFAST CEREALS/PORRIDGE	FREQUENCY/WEEK MENU	
Mealie Meal	3X	
Oatmeal	2X	

Sorghum	2X	

GRAIN AND STARCH PRODUCTS (Lunch and Supper)	FREQUENCY/WEEK MENU	FREQUENCY/WEEK MENU
Rice	5X	4 X
Mealie rice	1X	2 X
Samp	2X	3 X
Potatoes	3X	2 X
Sweet potatoes.	1X	-
Pasta/ Bun	1X	-
Maize porridge	1X	3X

PROTEIN DISH (Breakfast)	FREQUENCY/WEEK MENU	FREQUENCY/WEEK MENU
Eggs (boiled / fried)	2X	2 X
Eggs (scrambled)	2X	2 X
Mince	1X	1 X
Sausage	1X	1 X
Processed (e.g./ polony, vienna) / Liver	1X	1 X
		-

PROTEIN DISH (Lunch)	FREQUENCY/WEEK MENU	FREQUENCY/WEEK MENU
Stewing beef/mutton/meat slices	2X	1 X
Mince	1X	1 X
Fish	1X	1 X
Poultry	2X	3X
Chicken stew	1X	1 x

PROTEIN DISH (Supper)	FREQUENCY/WEEK MENU	FREQUENCY/WEEK MENU
Processed meat	1X	1 X
Stewing beef/mutton/tripe	1X	1 X
Chicken	1X	1 X
Mince	1X	1 X
Fish	1X	1 X

Sausage	1X	1 X
Cheese/Legumes/milk	1X	1 X

C VERY LOW FAT DIET (20g)

This very low fat diet may only supply 20g of total fat per day.

DOUBLE PROTEIN NORMAL DIET

The protein content of this diet is higher than that of the normal diet, to provide for the higher protein needs of certain residents.

The normal meal plan is used with the addition of the following:

Breakfast	-	plus extra portion protein dish
Lunch	-	plus extra portion protein dish
Supper	-	plus extra portion protein dish

DOUBLE STARCH NORMAL DIET

The Normal meal plan is used with addition of the following:

Breakfast	-	Plus extra portion of porridge Plus 2 slices of bread, margarine and jam
Lunch	-	Plus extra portion of starch
Supper	-	Plus extra portion of starch Plus 2 slices of bread, margarine and jam

DIABETIC CLEAR LIQUID DIET

Diabetic clear liquid will be used as a card diet.

DIABETIC FULL LIQUID DIET

The diet consists of foods that are liquid at body temperature, supplemented with commercial sugar-free liquid supplements.

BREAKFAST: PORRIDGE DRINK 15g	Maize-meal
-------------------------------------	------------

150ml	Skimmed milk
0,5ml	Salt
UNSWEETENED FRUIT JUICE	
160ml	Ceres /equivalent
SKIMMED MILK	
160ml	Skimmed milk
10:00:	
GLUCERNA	
160ml	Glucerna/Diabetic equivalent
DIABETIC FRUIT PUREE	
115g	Diabetic canned fruit
20ml	Apple juice (unsweetened)
35ml	Evaporated milk
UNSWEETENED FRUIT JUICE	
160ml	Ceres /equivalent
LUNCH:	
SOUP	
160ml	Home made soup
SKIMMED MILK	
160ml	Skimmed milk
UNSWEETENED CLEAR FRUIT JUICE	
160ml	Ceres /equivalent
15:00:	
SKIMMED MILK	
160ml	Skimmed milk
GLUCERNA	
160ml	Glucerna/Diabetic equivalent
DIABETIC FRUIT PUREE	
115g	Diabetic canned fruit
20ml	Apple juice (unsweetened)
35ml	Evaporated milk
SUPPER:	
SOUP	
160ml	Home made soup
YOGURT	
175ml	Diabetic Yogurt
5ml	Sweeto/Drink-o-Pop/Equivalent
UNSWEETENED FRUIT JUICE	
160ml	Ceres /equivalent

22:00	
SKIMMED MILK	
160ml	Skimmed milk
DIABETIC FRUIT PUREE	
115g	Diabetic canned fruit
20ml	Apple juice (unsweetened)
35ml	Evaporated milk
UNSWEETENED FRUIT JUICE	
160ml	Ceres /equivalent

A NORMAL FULL LIQUID DIET / NORMAL LIQUID DIET

NORMAL A:

BREAKFAST:	
PORRIDGE DRINK	
15g	Maize-meal
150ml	Full cream milk
0,5ml	Salt
5ml	Sugar
5ml	Margarine
FRUIT JUICE	
160ml	Ceres /equivalent
Yogurt (without pips) 160ml	Yogurt fruit
10:00:	
YOGURT DRINK	
90 ml	Fruit yogurt
25 ml	Apple juice
25ml	Evaporated milk
5 g	Ensure or Equivalent
LUNCH:	
SOUP (160ml)	Home made soup
MILKSHAKE	
80ml	Ice-cream
50ml	Full cream milk
15g	Ensure or Equivalent
5ml	Sugar
FRUIT JUICE	
160ml	Ceres /equivalent
JELLY AND CUSTARD	
15g	Jelly powder

125ml	Full cream milk
7g	Custard powder
5ml	Sugar
2,5ml	Vanilla
15:00: YOGHURT DRINK	
90ml	Yogurt (fruit)
25ml	Apple juice
25ml	Evaporated milk
5g	<u>Ensure or Equivalent</u>
SUPPER: SOUP	Home made soup
160ml	
MAIZENA PORRIDGE	Maizena
8g	Full cream milk
130ml	Egg
1	Sugar
5ml	Vanilla
1ml	Cinnamon
0.5ml	<u>Ensure or Equivalent</u>
JELLY (160ml)	
15g	Jelly powder
22:00: MILKSHAKE	
80ml	Ice-cream
50ml	Full cream milk
15g	<u>Ensure or Equivalent</u>
5ml	Sugar
2,5ml	Cocoa/5ml Milo

NORMAL B :

Follow the same Menu and Recipes as for Normal A except for the following changes:

Lunch : Replace the Milkshake with 500g of Amasi/Inkomasi

: Replace the Milkshake with 500ml of Mageu

Amasie/ Inkomasi and Mageu must be ordered in bottles or carton containers.

None of these products may be issued in plastic sachets.

NORMAL CLEAR LIQUID DIET

BREAKFAST:	
200 ml Specialized Clear Liquid drink	Provide Extra or Equivalent
160 ml CLEAR SOUP	Packet Clear Soup

160 ml CLEAR FRUIT JUICE	100% Apple or Grape juice
160 ml CLEAR Liquid drink	Energade or Ice tea or Equivalent
160 ml Jelly	15g Jelly Powder
LUNCH:	
200 ml Specialized Clear Liquid drink	Provide Extra or Equivalent
160 ml CLEAR SOUP	Packet Clear soup
160 ml JELLY	15 g Jelly powder
160 ml CLEAR Liquid drink	Energade or Ice Tea or Equivalent
SUPPER:	
200 ml Specialized Clear Liquid drink	Provide Extra or Equivalent
160 ml CLEAR FRUIT JUICE	100% Apple or Grape juice
160 ml CLEAR SOUP	Packet Clear soup
160 ml JELLY	15 g Jelly powder

MANGAUNG DISTRICT

MENU & PRICING SCHEDULE

TSHIRELETSONG CHILD AND YOUTH CARE

APPENDIX

TSHIRELETSONG CHILD AND YOUTH CARE

CENTRE

LIST OF MENUS

Menu A ¹	:	Diet for babies & post babies
Menu A ²	:	Diet for toddlers and pre-school children
Menu A ³	:	Diet for children (7-12 years)
Menu A ⁴	:	Diet for children, (13-18)
Menu B ¹	:	Unforeseen meal
Menu B ²	:	Meal pack
Menu B ³	:	Food Parcels
Menu C ¹	:	Picnic meal ("braai")
Menu C ²	:	Picnic meal (other)
Menu C ³	:	Additional meal
Menu H I	:	Diabetic
Menu H II	:	Bland diet
Menu H III	:	Puree diet
Menu H IV	:	Low chol/ Low lipid
Menu H V	:	Low protein diet

ESTIMATED PARTICIPATION

(These numbers can vary from time to time, day to day or meal to meal)

TSHIRELETSONG CHILD AND YOUTH CARE CENTRE	
Menu A ¹	PER DAY
Menu A ²	PER DAY
Menu A ³	PER DAY
Menu A ⁴	PER DAY
Menu B ¹	PER MONTH
Menu B ²	PER DAY
Menu C ¹	PER MONTH
Menu C ²	PER MONTH
Menu H I – H V	per day (all H menus)

MEAL PATTERN

2 TSHIRELETSONG CHILD AND YOUTH CARE

MENU A ¹		
babies and post babies		

1. BREAKFAST	Quantity/person	Unit price
Soft porridge/ cereal	1 cup	
Milk	150ml	
Sugar	10g	
Protein dish (5 times weekly)	½ cup	
Yoghurt (2 times weekly)	90 ml	

TOTAL PRICE FOR BREAKFAST PER PERSON

R

2. MID-MORNING	Quantity/person	Unit price
Milk	150 ml	
Fruit	½ portion	

TOTAL PRICE FOR MID-MORNING PER PERSON

R

3. LUNCH	Quantity/person	Unit price
Protein dish	½ cup	
Gravy	20 ml	
Starch	¼ cup	
Vegetable 1 Green and 1 yellow/ orange	¼ cup each	
Dessert (twice a week)	80 gr	

TOTAL PRICE FOR LUNCH PER PERSON

R

4. AFTERNOON	Quantity/person	Unit price
*Cool drink (summer) tea (winter)	150 ml	
Biscuit	1	

*Twice a week – fruit juice in summer

TOTAL PRICE FOR AFTERNOON PER PERSON

R

5. SUPPER	Quantity/person	Unit price
Protein dish	½ cup	
Gravy	20 ml	
Starch	½ cup	

Vegetable	¼ cup	
-----------	-------	--

TOTAL PRICE FOR SUPPER PER PERSON

R

TOTAL PRICE FOR MENU A¹

R

The bigger post babies: same snack as toddlers

NB: The food served shall be pureed and the type of food served appropriate for babies.

MENU A² day cycle
Toddlers

TOTAL PRICE FOR SUPPER PER PERSON

R

1. BREAKFAST AA	Quantity/person	
Soft porridge/ cereal	1 cup	
Milk	200ml	
Sugar	20gr	
Bread	1 slice	
Margarine	15g	
Jam	15g	
Protein dish (5 times weekly)	1 portion	
Yoghurt (2 times weekly)	90ml	

TOTAL PRICE FOR BREAKFAST PER PERSON

R

2. MID-MORNING AB	Quantity/person	
Milk (summer)/ tea (winter)	200ml	
Fruit	1 portion	
Biscuits	2	

TOTAL PRICE FOR MID-MORNING PER PERSON

R

3. LUNCH AC	Quantity/person	
Protein dish	1 portion	
Gravy	30ml	
Starch	½ cup	
Vegetable 1	½ cup	
Vegetable 11	½ cup	
Dessert (twice a week)	80-100gr	

TOTAL PRICE FOR LUNCH PER PERSON

R

4. AFTERNOON AD	Quantity/person	
Milk (summer) tea (winter)	250 ml	
Biscuit	2	

TOTAL PRICE FOR AFTERNOON PER PERSON

R

5. SUPPER AE	Quantity/person	
Protein dish	1 portion	
Gravy	30ml	
Starch	½ cup	
Vegetable 1	½ cup	

TOTAL PRICE FOR SUPPER PER PERSON

R

6. EVENING SNACK AF	Quantity/person	
Rusk or	1	
Biscuits or	2	
Muffin	1	
Cooldrink x 6 per week Flavoured Milk(summer) 1x per week Tea x 6 per week Milo /hot chocolate (winter)1x per week	200ml	
Fruit	1 portion	

TOTAL PRICE FOR EVENING SNACK

R

TOTAL PRICE FOR MENU A²

R

MENU A³

MENU A³ day cycle Middle group

1. BREAKFAST	Quantity/person	
Porridge/ cereal	1 cup	
Milk	125ml	
Sugar	30gr	
Protein dish	1 portion	
Bread	2 slices	
Margarine	20gr	
Jam	20gr	
Coffee/Tea	1,5-2,5gr	
Milk	40ml	
Sugar	20gr	

TOTAL PRICE FOR BREAKFAST

R

2. MID-MORNING	Quantity/person	
Cooldrink	250ml	
Bread	2 slices	
Margarine	30gr	
Bread Spreads	30gr	
Fruit (7x week)	1 portion	
Jogurt	175 ml	

TOTAL PRICE FOR MID-MORNING PER PERSON

R

3. LUNCH	Quantity/person	
Cooldrink (summer) coffee/tea (winter)	200ml 1,5g-2,5g	
Milk	40ml	
Sugar	20g	
Protein dish	1 portion	
Gravy	60ml	
Starch	1 cup	
Vegetable / salad 1 or starch	1 cup	
Vegetable / salad 11	½ cup	
Dessert (twice a week)	80-100g	

TOTAL PRICE FOR LUNCH PER PERSON

R

4. SUPPER	Quantity/person	
Protein dish	1 portion	
Starch	1½ cup	
Vegetable / salad	1½ cup	
Cooldrink	250ml	

TOTAL PRICE FOR SUPPER PER PERSON

R

5. LATE EVENING	Quantity/person	Unit price
Rusk or	2	
Biscuits or	3	
Muffin	1	
Winter		
Milk	40ml	
Sugar	20g	
Tea/coffee or 6 x per week	1,5-2,5g	
Milo/Hot chocolate 1x per week	300 ml	
Summer		
Cooldrink or 6 x per week	300 ml	

Flavoured Milk1 x per week	300 ml	
And	1 portion	
Fruit		

TOTAL PRICE FOR LATE EVENING PER PERSON

R

TOTAL PRICE FOR MENU A³

R

MENU A⁴

MENU A⁴ 1 DAY CYCLE BIG GROUP

1. BREAKFAST	Quantity/person	Unit price
Porridge/ cereal	1½ cup	
Milk	200ml	
Sugar	30gr	
Protein dish	1 portion	
Bread	2 slices	
Margarine	20gr	
Jam	20gr	
Coffee/Tea	1,5-2,5g	
Milk	40ml	
Sugar	20g	

TOTAL PRICE FOR BREAKFAST PER PERSON

R

2. MID-MORNING	Quantity/person	Unit price
Coldrink	250ml	
Bread	4 slices	
Margarine	30gr	
Bread Spreads	30gr	
Fruit (7x week)	1 portion	
Jogurt	175 ml	

TOTAL PRICE FOR MID-MORNING PER PERSON

R

3. LUNCH	Quantity/person
Coldrink (summer)	250ml
Tea/coffee (winter)	1,5-2,5g
Milk	40ml

Sugar	20g
Protein dish	1 portion
Gravy	60ml
Starch	1½ cup
Vegetable / salad 1 or starch	1 cup
Vegetable / salad 11	1 cup
Dessert (twice a week)	80 – 100g

TOTAL PRICE FOR LUNCH PER PERSON

R

4. SUPPER	Quantity/person
Protein dish	1 portion
Starch	2 cups
Vegetable /salad	1½ cup
Cooldrink	250ml

TOTAL PRICE FOR SUPPER PER PERSON

R

5. LATE EVENING	Quantity/person
Rusk or	2
Biscuits or	4
Muffin	2
Winter	
Milk	40ml
Sugar	20g
Tea/coffee or	1,5-2,5g
Milo/Hot chocolate	300 ml
Summer	
Cooldrink or	300 ml
Flavoured Milk	300 ml
And Fruit	1 portion

TOTAL PRICE FOR LATE EVENING PER PERSON

R

TOTAL PRICE FOR MENU A⁴

R

MENU B¹

MENU B¹	
The child utilized the same snack as served in the morning.	
Potato/Mealie Chips	30 gr
Chocolate	24 gr
Soft Drink	340 ml

TOTAL PRICE MENU B¹

R

MENU B²

USED FOR SCHOOL TRIPS OUT OF TOWN OR OVERNIGHT

MENU B²	
(Outing or trips)	
Chicken breast	1 portion
Quarter Leg	1 portion
White Bread	8 slices
Butter	80 gr
Fruits	3 (different types)
Potato /Mealie Chips	60 gr
Chocolate	24 gr
Juice	500 ml
Soft Drink	340 ml

TOTAL PRICE FOR MENU B²

R

MENU C¹

BRAAI	Quantity/person
Protein dish	2 portion
Starch	1½ cup
Gravy	100ml
Salad (special – more expensive)	1 cup
Cooldrink	500ml

TOTAL PRICE FOR MENU C¹

R

MENU C²

OTHER	Quantity/person
Hot dog buns	2
Vienna Sausages	2
Tomato sauce	20ml
OR	
Sandwiches	2 (4 slices)
Cold meat	1 vienna and 3 slices meat
AND	
Boiled egg	2
Fruit	2 portions
Cooldrink	500ml

TOTAL PRICE FOR MENU C²

R

MENU FOR BABIES

1. MENU A1: (Diet for Babies) Baby milk formula, Cerelac and Purity

TOTAL PRICE FOR A1

R

2. MENU B3: (Food Parcel) can vary from time to time

TOTAL PRICE FOR B3

No.	Description	Measurement
1.	Sugar Beans	3kg
2.	Fusion Drink	2Litre
3	Sugar	5kg
4	M/Meal	10kg
5	Tin Fish	3 tins Big
6	Tin Beef	3 tins Big
7	Flour	5kg
8	Cooking Oil	2Litre
9	Five Roses	100 tea bags
10	Chicken Pieces	5kg
11	Yeast	4pkts
Grand Totals		
R		

3. MENU C3: Include two (2) hamburgers per person

TOTAL PRICE FOR C3

R

SUMMARY OF ALL MENUS (ADD ALL THE SHADED)

MENUS	TOTALS
A¹	
A²	
A³	
A⁴	
B¹	
B²	
Food parcel B³	
C¹	
C²	
C³	
TOTAL PER PERSON	R

COST PER MEAL AND REFRESHMENTS

SCHEDULE B

INSTITUTION: TSHIRELETSONG CHILD AND YOUTH CARE CENTRE

BID NO:

NAME OF BIDDER:

COST PER MEAL (EXCLUDING OVERHEADS) AS PER SPECIFICATION AND APPENDICES

	MENU Week 1A ¹	MENU Week 2 A ²	MENU Week 3 A ³	MENU Week 4 A ⁴
BREAKFAST	R	R	R	R
MID-MORNING	R	R	R	R
LUNCH	R	R	R	R
AFTERNOON	R	R	R	R
DINNER	R	R	R	R
LATE EVENING	R	R	R	R
TOTAL COST PER DAY	R	R	R	R
GRAND TOTAL COST PER DAY A1 up to A4	R			

CALCULATION OF FIXED OVERHEAD COSTS

INSTITUTION: **TSHIRELETSONG YOUTH CARE CENTRE**

BID NO:

PERIOD:

NAME OF BIDDER:

BIDDER'S OWN PERSONNEL

POSITION	NUMBER	Rates per Hour per person (As per Department of Labour rates)	Total 8hours per day
Catering Manager	1	R	R
Supervisor	1	R	R
Food Aid Services	8	R	R
Dietician: Sessional	1x1hour	R	R
TOTAL STAFF	10	R	R
TOTAL			R

GAS

kg	QUANTITY	UNIT PRICE	TOTAL PRICE
9kg	1	R	R
19kg	1	R	R
48kg	1	R	R

NB:

- Above mentioned overheads will be subject to receipt presentation on materials purchased and maximum of 30% mark-up on material purchase.

UNIFORMS Per person once off	R
--	---

		MONTHLY COST (÷12)	COST FOR 1 YEAR
Total Salaries and Wages for the above staff (As per Department of Labour rates)			
TOTAL COST			

A certificate under the hand of the Accountant of the Department, stating that the Caterer has failed to comply with the conditions of the agreement and the amount of the damage suffered by the Department, shall be *prima facie* proof of such failure and of the amount due and payable to the Department.

The Guarantor hereby expressly renounces the benefits of the exceptions *non-numeratae pecuniae, non cause debiti, excussionis et disionis*, the meaning whereof we declare ourselves to be fully acquainted with.

The Guarantor chooses as its *domicilium citandi et executandi* and for all notices and legal process the following street address in South Africa:

SIGNED at on 20

(signed)

for the GUARANTOR

AND AS WITNESSES:

1.

2.

LIST OF MENUS

Menu HI	:	Diabetic
Menu HII	:	Bland diet
Menu HIII	:	Puree diet
Menu HIV	:	Low chol / Low lipid
Menu HV	:	Low protein diet

TSHIRELETSONG CHILD AND YOUTH CARE

SUMMARY OF ALL MENUS (ADD ALL TOTAL MENUS)

MENUS PER PERSON	TOTALS
MENU HI	
MENU HII	
MENU HIII	
MENU HIV	
MENU HV	
UNIFORM	
STAFF	
FOOD PARCEL	
GAS	
TOTAL PER PERSON	R

SECTION 5

FSDSD (T) 012/2026: APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE CATERING AND RELATED SERVICES AT TSHIRELETSONG CHILD AND YOUTH CARE CENTRE ON BEHALF OF THE FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR PERIOD OF (03) THREE YEARS

IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

SIGNED ON BEHALF OF BIDDER

DATE: _____