



social development

Department of
Social Development
FREE STATE PROVINCE

**APPOINTMENT OF SERVICE PROVIDER(S) TO
PROVIDE CATERING AND RELATED SERVICES AT
THE DEPARTMENTAL INSTITUTIONS FOR THE
FREE STATE DEPARTMENT OF SOCIAL
DEVELOPMENT FOR A PERIOD OF (03) THREE
YEARS**

FEZILE DABI DISTRICT

BID NUMBER: FSDSD (T) 001/2022

ADVERT DATE:

15 July 2022

NON-COMPULSORY BRIEFING SESSION:

A non-compulsory briefing session will take place on **Tuesday, 02 August 2022 at 11h00**
at **Matete Matches Secure Care Centre, Plot 39 SmalDeel Road in Kroonstad**

CLOSING DATE AND TIME:

15 August 2022 AT 11:00 AM

ENQUIRIES

BIDDING PROCESS: Ms. Nthabiseng Mabula @ 051 409 0533 / Nthabiseng.Mabula@fssocdev.gov.za

TECHNICAL: Ms. N. Skhosana @ 060 984 6799 or Evelyn.Skhosana@fssocdev.gov.za

NB: All enquiries should preferably be made in writing to the officials mentioned above.

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:

- ❖ Bid Submission Checklist

SECTION 1

- ❖ Invitation to Bid (SBD 1)
- ❖ Price Schedule (SBD 3.1)
- ❖ Price Schedule (SBD 3.2)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017 (SBD 6.1)
- ❖ Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2) and Annexure C, D & E
- ❖ The following documentation is required:
 - Certified Identification/s of copy (ies) of shareholder/s
 - Company's registration, CK document
 - Tax Compliance Status Pin
 - CSD Registration Number (MAAA)
 - Department of Trade, Industry and Competition (DTIC) Local Content Declaration Form **(Annexure C)**

SECTION 2

- ❖ Special Conditions of Contract (SCC)

SECTION 3

- ❖ General Conditions of Contract (GCC)- not to be returned as part of the submission

Annexure A

- ❖ Joint Venture or a Consortium Agreement to be completed
- ❖ A separate joint venture agreement to be submitted by bidders

Annexure B

- ❖ DTIC format Sworn Affidavits

Annexure C

- ❖ DTIC Local Content Declaration Annexures C, D & E

BID SUBMISSION CHECKLIST

Bidders are required to complete the following checklist and to submit it with their bids:

Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 3.1	Pricing Schedule – Firm Prices		
SBD 3.2	Pricing Schedule – Non-Firm Prices		
SBD 4	Declaration of Interest		
SBD 6.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017		
SBD 6.2	Declaration Certificate for Local Production and Content for Designated Sectors		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3.	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
4.1	Proof of residential address- (municipality account required, Municipal Clearance certificate or signed rental agreement)		
	Identification copies (Certified) of members & directors		
	Company's registration, CK document		
	CSD Registration number (MAAA Number)		
	DTIC Local Content Declaration Annexure C		
	Joint Venture (JV) Agreement (if it is a JV)		
	B-BBEE Certificate (SANAS Accredited) – where applicable		
Annexure A	Joint Venture or a Consortium (if it is a JV)		
Annexure B	DTIC format Sworn Affidavit		
Annexure C	❖ DTIC Local Content Declaration Annexures C, D & E		

SECTION 1

STANDARD

BIDDING

DOCUMENTS

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FREE STATE SOCIAL DEVELOPMENT					
BID NUMBER:	FSDSD (T) 001/2022	CLOSING DATE:	15 AUGUST 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE CATERING AND RELATED SERVICES AT THE DEPARTMENTAL INSTITUTIONS FOR THE FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF (03) THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS Main
Entrance Foyer of Civilia Building 14 Miriam Makeba

Postal Address: Department of Social Development		OR		Street Address: Department of Social Development	
Civilia Building, Number 14					
Mariam Makeba Street,		(Bid Box situated at Main Entrance at the Foyer)			
Bloemfontein					
9300					
SUPPLIER INFORMATION					
COMPANY NAME					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	Social Development Free State	CONTACT PERSON	Ms. N. Skosana
CONTACT PERSON	Ms N Mabula	TELEPHONE NUMBER	060 984 6799
TELEPHONE NUMBER	051 409 0533/ 071 857 3704	FACSIMILE NUMBER	
E-MAIL ADDRESS	Nthabiseng.Mabula@fssocdev.gov.za		Evelyn.Skosana@fssocdev.gov.za

NB: Bidders may send any queries electronically to the above mentioned emails

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, 2017, 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. 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 ABOVE.

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 Tenderer.....	Tender number: FSDSD (T) 001/2022
Closing Time 11:00	Closing date: 15 August 2022

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 for Departmental Institutions for period of three (3) years.	As per the attached Pricing Schedule

PRICING SCHEDULE – NON-FIRM PRICES

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.)	P 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 State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

1.6 A bid may be Noncompliance if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Social Development in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Social Development; and

2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
CANNED/ PROCESSED VEGETABLES	80__%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the
satisfaction of the Accounting Officer / Accounting Authority)

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. FSDSD (T) 001/2022: APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE CATERING AND RELATED SERVICES AT THE DEPARTMENTAL INSTITUTIONS FOR THE FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR PERIOD OF (03) THREE YEARS – **MATETE MATCHES, FEZILE DABI DISTRICT**

ISSUED BY: (FREE STATE SOCIAL DEVELOPMENT):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1

above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

- *SBD 6.2 Annexures Should form part of the bid document*

- **Annex C: Local Content Declaration (Summary Schedule)**
- **Annex D: Imported Content Declaration (Supporting Schedule to Annex C)**
- **Annex E: Local Content Declaration (Supporting Schedule to Annex C)**

Annexure A

JV / Consortium Agreement

FSDSD (T) 001/2022: APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE CATERING AND RELATED SERVICES AT THE DEPARTMENTAL INSTITUTIONS FOR THE FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR PERIOD OF (03) THREE YEARS – THABO MOFUTSANYANA DISTRICT

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: _____

Annexure B

DTIC Template Sworn Affidavits

Annexure C

DTIC Local Content Declaration - Annexures C, D & E



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 tender 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. STATUS OF REQUEST FOR BID

- 2.1. The Free Social Development is hereby inviting potential bidders for catering and related services for a period of 3 years.
- 2.2. This Bid is an invitation for Bidders to submit a tender for the provision of catering and related services as set out in the special conditions of contract contained herein.
- 2.3. No binding contract or other understanding for the supply of the Services will exist between the Free Social Development and any Bidder unless and until the Free State Social Development has executed a formal written contract with the successful Bidder/s.

3. SUBMISSION OF BIDS

- 3.1 Bidders must submit the bid in one (1) original hard copy format (paper documents), clearly marked as **FSDSD (T) 001/2022** to address indicated on the SBD1 by the closing date and time of the bid.
- 3.2 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

4. PROHIBITION OF RESTRICTIVE PRACTICES

- 4.1. In terms of section 4(1) 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:
- ✓ directly or indirectly fixing a purchase or selling price or any other trading condition;
 - ✓ dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - ✓ collusive bidding.
- 4.2. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

5. FRONTING

- 5.1. The Department of Social Development is in supports of the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Social Development condemns any form of fronting.
- 5.2. The Department of Social Development, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- 5.3. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Social Development, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- 5.4. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Social Development may have against the bidder/contractor concerned.

6. STATUS OF REQUEST FOR PROPOSAL

- 6.1. 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) year
- 6.2. 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.

7. The requirement for the Catering Services will be for the following Departmental Institutions .

NO.	DEPARTMENTAL INSTITUTIONS
1.	Dr. Beyers Naude Clarence (Thabo-Mofutsanyana District)
2.	Leratong Child and Youth care Centre (Thabo-Mofutsanyana District)
3.	Thekolohelong Old Age Home (Thabo-Mofutsanyana District)
4.	Thabo-Mofutsanyane Secure Care Centre (Thabo-Mofutsanyana District)
5.	Matete-Matches Secure Care Centre (Fezile-Dabi District)
6.	Charlotte-Maxeke Substance Abuse (Mangaung District)
7.	Boiketlong Old Age Home (Mangaung District)
8.	Botshabelo Haven Old Age Home (Mangaung District)
9.	Tshireletsong Child and Youth Care Centre (Mangaung District)
10.	Winkie-Direko Child and Youth Care Centre (Mangaung District)

8. TAX COMPLIANCE STATUS

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government 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 be 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.

9. OWNERSHIP

Shareholder/Member of Company/Individual will not be allowed to represent/bid for more than one Business, if you submit more than one bid it will result in disqualification of both bids.

If the business is a consortium/joint venture a copy of the agreement between the parties within the consortium/joint venture must also be submitted.

Where a Shareholder/Member of Company/Individual has an interest in any other company that is participating in this bid, must disclose by completing the below table. List of Shareholding/Membership by Name of business, Position occupied and percentage of shareholding in the business:

Name Of Business	Position Occupied In The Business	% of Shareholding In the Business	Indicate by ticking X next to the Business you are representing in this Bidders.

10. DECLARATION OF INTEREST – SBD 4

The declaration of interest form (SBD 4) **must** be completed and properly signed, and all the relevant questions or questionnaire must be completed accordingly and declaration at the end of the SBD 4 must be completed and signed by the relevant or designated person of the company.

11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2017 – FORM SBD 6.1

In terms of this bid, preference point system of 80/20 will be applicable as the rand value of this bid is estimated to be to be below R50 000 000 with applicable taxes included. All bidders who passed the required threshold for Functionality will continue to next stage of evaluation where Price (80 points) and B-BBEE Status Level of Contribution (20) will be allocated using the prescribed formula. The following must be fully completed.

12. REQUIREMENTS - PRICES

Prices must be firm for the 1st year of the contract period. No price adjustments will be allowed during the 1st 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.

13. EVALUATION PROCESS

13.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Administration and Mandatory bid requirements	Functionality	Price and B-BBEE	Recommendation and Appointment
Compliance with administration and mandatory bid requirements	Bids will be evaluated in terms of functionality	Bids evaluated in terms of the 80/20 preference system	Recommendation and appointment to the relevant Department

Failure to comply with Phase I will invalidate the bid.

13.1.1. Phase I: Mandatory Requirements

During this phase Bidders' response will be evaluated based on the 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.

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 proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
Complete your registered CSD vendor number on the checklist.
Provide a copy of the CSD Registration "Summary Report".

Valid and Original Tax Clearance Certificate

Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit an original valid Tax Clearance Certificate.

Prequalification criteria

The Pre-Qualification criteria set is according to Regulation 4(1)(a)(c) and 4(1)(c) vi of the regulations issued in terms of Preferential Procurement Regulations, 2017:

- (i) Only tenderers having B-BBEE status level of contributor **1, 2 and 3** may respond to this bid or

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

The Pre-Qualification criteria set is according to Regulation 8 (2) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017;

- (i) Only bidders that meet the stipulated minimum threshold of 100% for local production and content (Personal Protective, Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear) will be considered.

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents. **Non-compliance with this condition will invalidate the bid for such services offered.**

13.1.2. Phase II: Functionality Evaluation

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

CRITERIA FOR FUNCTIONALITY	DOCUMENTS TO BE ATTACHED	MAXIMUM POINTS
<p>1. EXPERIENCE</p> <p>A. Bidders relevant experience in the catering environment.</p> <p>Successful completion of Catering:</p> <p>R 50 000.00 = 05 points</p> <p>Above R 50 000.00 to R 100 000.00 = 10 points</p> <p>Above R 100 000.00 less than R 500 000.00 = 20 points</p> <p>Above R 500 000.00 less than R 1 million = 25 points</p> <p>Above R 1 million = 30 points</p> <p>B. No Reference letter = 0 points</p> <p>1 to 5 Reference Letter(s) = 05</p> <p>More than 5 reference letters = 10 points</p> <p>2. FINANCIAL CAPACITY</p> <p>C. Demonstrated capacity of service provider to perform the service</p> <ul style="list-style-type: none"> ➤ Bank Statement not older than Three Months ➤ Bank guarantee ➤ Other reputable financial institutions 	<p>A. Attach orders or/and appointment letters and reference letters (on the letter head of the institution and signed by Head of SCM or delegated official) relating to catering services together with corresponding completion certificate/delivery note/ or certified invoices to indicate that the service was successfully completed (All proof of service been delivered must relate/correspond with attached orders or appointment letters)</p> <p>In the event you have rendered services outside government, appointment letter (on the letter head of the institution and signed by Head of SCM or delegated official) should be provided.</p> <p>C. Proof of Bank Statement with cash flow of not less than R50 000.00 for the past two (02) years or Letter from the bank indicating revolving credit of not less than R50 000.00 over two (02) years or a Letter of Intent from reputable financial institutions</p>	<p>A. 30</p> <p>B. 10</p> <p>C. 10</p>

<p>3. STAFF CAPACITY</p> <p>D. Availability of Dietician.</p> <p>No Registered Dietician = 0</p> <p>Registered Dietician with (HPCSA) (not full time in the institution sessional) with less than five (5) years' experience as a registered Dietician = 5 points</p> <p>Registered Dietician with (HPCSA) (not full time in the institution sessional) with more than five (5) years' experience as a registered Dietician = 10 points</p> <p>4. HEALTH AND SAFETY REQUIREMENTS</p> <p>E. Valid Health Certificate/ Certificate of Acceptability (CoA) issued by the Municipality or Professional Environmental Health Practitioner.</p> <p>5. LOCALITY</p> <p>F. The proximity of the service provider to the service center:</p> <p>Outside Free State = 0 points</p> <p>In the Free State but outside municipality demarcation/area = 5 Points</p> <p>Within municipality/Town/area based = 20 points</p>	<p>D. Attached Curriculum Vitae of qualified Dietician.</p> <p>E. Health Certificate issued by the relevant Authority/Municipality or Environmental Health Practitioner/professional)</p> <p>F. Proof of residence or valid leasing agreement if not owning the property. / affidavit signed by lessor and lessee or</p> <p>Proof of municipality accounts in the bidders' name (company name) not older than (3) three months</p> <p>or</p> <p>Municipality Clearance Certificate</p>	<p>D. 20</p> <p>E. 10</p> <p>F. 20</p>
<p>TOTAL</p>		<p>100</p>

The panel members responsible for scoring the respective bidders will evaluate and score all bidders based on their submission and information provided.

The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or rating bidders collectively on the scoresheet.

Any proposal not meeting the minimum score of **60 points** on the technical/functionality will not be evaluated further on Price and Preference.

The Department reserves the right to determine the number of Catering Companies to be appointed to provide catering services.

13.1.3 Phase III: PRICE AND B-BBEE EVALUATION

The evaluation on Price and Preference will be conducted per district. Therefore, the bidder who scored the highest points for Price and Preference per district will be appointed.

CRITERIA	MAXIMUM POINTS
Price	80
B-BBEE Status Level of Contribution.	20
Grand Total	100

Price (maximum 80 points)

B-BBEE (maximum 20 points)

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bidders under consideration

P_t = Comparative price of bidders under consideration

P_{\min} = Comparative price of lowest acceptable bidders

A maximum of 20 points may be allocated to a Bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 preference point system)
1	20
2	18
3	14
4	12
5	8

B-BBEE Contributor	Status Level of	Number of Points (80/20 preference point system)
6		6
7		4
8		2
Non-compliant contributor		0

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTIC format) signed by the EME/QSE representative and attested by a commissioner of oath.

Bidders must ensure that the B-BBEE status level verification certificates submitted are issued by the following agencies:

- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
- (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.

Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

The points scored by a Bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.

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

The points scored will be rounded off to the nearest 2 decimals.

In the event that two or more bidders have scored equal total points, the contract will be awarded to the Bidders scoring the highest number of preference points for B-BBEE.

However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidders scoring the highest for functionality.

Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

13.1.4 Phase IV: RECOMMENDATION AND APPOINTMENT

FSDSD (T) 001/2022

The Department reserves its right at its sole discretion to appoint more than one bidder to implement this project. The number/allocation of service providers to be appointed is the prerogative of the Accounting Officer.

The Department reserves its right at its sole discretion to appoint bidders per category.

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.

The bidders are to submit a single bid which will separately respond to Free State Government's requirements. The Department reserves the right to assess these bids separately and at its sole discretion to appoint bidders depending on the strength of each bid and the requirements of the Provincial Government of Free State.

The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and the Department's website.

14. COMMUNICATION AND CONFIDENTIALITY

- 14.1 The Free State Social Development may communicate with 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.
- 14.2 All communication between the Bidder and the Free State Social Development must be done in writing.
- 14.3 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, and its offers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 14.4 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).
- 14.5 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.
- 14.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
- 14.7 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 FSSOCDEV

15. 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).

16. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

In accordance with Treasury Instruction Note 17 of 2012, an employee of a provincial public entity may not have business interest in any entity conducting business with Social Development.

According to the Public Service Regulations 2016 an employee may not do business with any organ of the State. All bidders received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be Noncompliance.

17.1 AWARD OF CONTRACT

- 17.1 The outcome of the bid will be published in the Provincial Tender Bulletin, Departmental Website and on e-Tender Portal.
- 17.2 The Free State Social Development reserves the right to award different items of the bid to more than one (1) service provider.

18. HYGIENE AND CLEANLINES

The Department of Social Development has the right to visit the premises of the caterer(s) at any given time to monitor hygiene standards. It is important for caterers to adhere to the principles of good hygiene and understand the implications of bad hygiene practices in their business practices. All service providers are required to provide valid Health Certificates.

19. CLEANING AND REMOVAL OF WASTE FROM CATERED AREA

The caterer shall be responsible for cleanliness in the area (dining rooms and kitchens). The caterer shall be responsible for maintaining areas in a suitable clean and tidy state throughout the catering period. The caterer shall ensure that work surfaces are cleaned in accordance with good cleaning practices to minimize the risk of gross contamination.

20. ADJUDICATION OF THE BIDDERS

The number/allocation of service providers will be determined by the Accounting Officer.

The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the Accounting Officer: Social development.

21. ALLOCATION AND AWARD OF CONTRACT

Appointed service providers will be allocated institutions in accordance with the proximity of the service provider to the institutions, thus preference will be given to a service provider situated in the particular district as the service point, unless there are no successful service provider in that district.

One Service Provider will be appointed per District.

NB: Bidders are not allowed to bid for more than one (01) District. Therefore, Potential Bidders must submit bidding documents for ONLY one district, failure which will lead to disqualification.

<u>THABO-MOFUTSANYANA DISTRICT:</u>	
Phuthaditjhaba	1. Leratong Child and Youth Care Centre
Phuthaditjhaba	2. Thekolohelong Welfare Centre
Phuthaditjhaba	3. Thabo-Mofutsanyana Secure Care Centre
FS Clarens	4. Dr Beyers Naude Halfway House

<u>FEZILE DABI:</u>	
Kroonstad	1. Matete Matches Secure Care Centre

<u>MANGAUNG METRO</u>	
Bloemfontein	1. Winkie Direko Secure Care Centre
Bloemfontein	2. Tshireletsong Child and Youth Care Centre
Botshabelo	3. Botshabelo Haven Old Age Home
Botshabelo	4. Charlotte Maxeke Rehabilitation Centre
Thaba-Nchu	5. Boiketlong Substance Abuse

The outcome of the bidders will be published in the Provincial Tender Bulletin, Departmental Website and eTenders portal.

22. 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.

23. CONFIDENTIALITY

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.

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.

24. AGREEMENTS

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).

Should funds no longer be available to pay for the execution of the responsibilities of Bidders FSDSD-2022/25, 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.

25. SETTLEMENT OF DISPUTES

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

26. 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: _____

26. CONTACT DETAILS

Enquiries: Ms. N. Mabula

Tel: 051 409 0533

Technical: Ms. Evelyn Skosana

Tel: 058 713 1824

SECTION 3

GENERAL

CONDITION

OF

CONTRACT

GCC

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

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<p><i>General Conditions of Contract.</i></p> <p>Definitions</p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and</p>

		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.
1. 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:
		<p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
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:

	<p>(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;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p>
24. Anti-dumping and countervailing duties and rights	<p>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</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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</p>

	<p>mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>

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	<p>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).</p> <p>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.</p> <p>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.</p>

CATERING AND RELATED SERVICES AT DEPARTMENTAL INSTITUTIONS

APPENDICES:

A: FORMAL BID DOCUMENTS

B: EVALUATION CRITERIA FOR FUNCTIONALITY

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- 5. FOOD SPECIFICATION**
- 6. FINANCIAL SUMMARY, COST PER MEAL AND CALCULATION OF FIXED OVERHEAD COSTS –**
- 7. ESTIMATED PARTICIPATION, MEAL PATTERNS, RATION SCALE AND DISTRIBUTION**
- 8. THERAPEUTIC DIET CATEGORIES**
- 9. LOW PROTEIN DIET SPECIFICATION AND ANNEXURE**
- 10. GUARANTEE (SURETYSHIP)**

BID CONDITIONS

1. INSTITUTION

- 1.1. The Caterer shall bid for the catering services at the following institution upon the terms and subject to the conditions as set out in the Specifications:

2. Departmental Institution

2.1 GENERAL

These conditions form part of the bid and failure to comply therewith may invalidate a bid.

- 2.2 The following documents form part of this bid (The Bid Documents):
- a) Formal bid forms
 - b) Annexure 1 to 12
- 2.3 Bidders must bid in accordance with the requirements stipulated in Appendices 7 of the bid documents. Cost breakdown per meal according to the meal pattern for every type of menu must be given in Appendices 7.
- 2.4 Bids will be rejected unless they are submitted on the aforementioned forms, which must be fully completed and returned with conditions, and specifications signed in the original as required.
- 2.5 Bids indicating alternative offers deviating from the aforementioned requirements or making only qualified, conditional, alternative or incomplete offers will under no circumstances be considered and the State shall be under no obligation to enter into correspondence in this regard. It is explicitly stated that the State shall under no circumstances, negotiate with any party regarding alternative methods of calculating the cost of the service.
- 2.6 The conditions as set out in General Conditions of Contract will *mutatis mutandis* apply to this contract.
- 2.7 The bid is subject to the conditions of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2017.
- 2.8 The Caterer warrants that he or she complies with any legal requirement which is applicable to the delivering of the catering service or could have an influence on the delivery of the catering service.
- 2.9 The bid will be evaluated on price, functionality and certain specific goals as set out in Form SBD 6.1.
- 2.10 The bidder must be willing to allow the Evaluation Committee to visit their premises during the evaluation process.

3. QUALIFICATION OF BIDDERS

- 3.1 Only reputable and recognized catering concerns with sufficient experience or potential in the provision of catering services to hospitals, industries or similar specialized catering outlets will be considered. Bidders who are at present operating in the particular institution in question will also be considered.
- 3.2 Bidders must submit detailed information on their experience in the catering trade and must furthermore submit acceptable proof of their ability to render a specialized catering service and submit a list of existing catering contracts together with their bid documents
- 3.3 In case of Partnership or Close Corporation a copy of the certificate of the names, ID numbers and addresses of partners or members and in the case of a company, such information regarding the

directors, must be submitted with the bid documents. Proof of registration as a company must be provided.

- 3.4 The bidder must submit, along with the bid documents, an organizational structure for managing this contract. A clear indication shall be given of the Caterer's envisaged organizational principles, procedures and functions for the effective management and operation of the specific institution.

4. CURRICULUM VITAE

- 4.1 The bidder must supply the curriculum vitae of the proposed In-House member/s of staff (or replacement/s) who is sufficiently qualified to manage the specialized catering operation of the institution(s) involved).

- 4.2 **The bidder must have the sessional services of a qualified registered dietician close corporation or must undertake to acquire the services of such a qualified person on a consultancy basis or otherwise to the satisfaction of the Department of Social Development. Full particulars of the dietician must be submitted together with the bid document.**

- 4.3 The caterer's dietitian must visit the institution to provide guidance especially for special diets and must submit quarterly reports to the department on caterer's evaluation at catering and diet standards.

5. DETAILS OF THE TENDERER'S NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

- 5.1. For the promotion of efficient liaison between the Department and the Caterer it is imperative that the Caterer, after being awarded the contract, shall immediately establish an office situated in/ **around the service center.** A written undertaking to this effect must accompany the bid documents (ANNEXURE 5).

6. CONTRACT PERIOD AND BID PRICES

- 6.1 The contract period shall be for a period of **(3) three years.**

All bid prices will be firm for the first 12 months period following commencement date.

- 6.2 Any claim for a price increase after 12 months of commencement will be subject to changing CPIX. Documentary proof must be submitted by the contractor together with his claim to the satisfaction of the Accounting Officer.

IMPORTANT CONDITION: Claims for price increases will be based on the Consumer Price Index, table 21

7. PERIOD OF BID / VALIDITY PERIOD

- 7.1 Bids must hold good for a period of 120 days from the closing date of the bid.
- 7.2 If the bid is withdrawn within this period, the bidder renders himself liable for damage if a higher bid has to be accepted.

8. DATE OF COMMENCEMENT OF SERVICE

- 8.1. The bidder shall commence service on a date as mutually agreed upon. The successful bidder will be notified four weeks prior to the commencement of the contract. The successful bidder must occupy the premises two weeks prior to date of commencement to acquaint himself with the existing functioning of the unit.

9. INSPECTION

- 9.1 All prospective bidders shall visit the institution and acquaint themselves with the facilities, circumstances and total scope of the service. Directions can be obtained from the Head of the institution.
- 9.2 Letters of authority to inspect the institution will be issued by the Head of the Institution.
- 9.3 The date on which the institution was visited shall be stated in the bid.

10. ALTERATIONS TO DOCUMENTS

- 10.1 No alteration, erasure, omission or addition shall be made to the text or conditions of these documents, save where expressly so stated in the documents.

11. WITHDRAWAL

- 11.1. A bidder may withdraw his bid without incurring any liability provided written notice to that effect is in the hands of the Head: Department of Social Development **before the closing time for bids.**

12. THE CONTRACT

- 12.1. The contract to supply the required catering services in terms of the bid documents shall come into being when the bid is accepted in writing by the Dept. of Social Development.
- 12.2. The successful bidder shall sign a formal contract within 7 (seven) days after the acceptance of the bid.
- 12.3. The contract shall be deemed to come into operation 5(five) days after the date of posting of the Letter of Acceptance of the bid by the Dept. of Social Development.
- 12.4. Should the successful bidder fail to sign the contract as in par. 12.2 the Department shall be entitled to act as in par. 13.2.
- 12.5. Any amendments, omissions or waivers from or additions to the contract, shall be effected in writing by mutual agreement, signed by both parties.

13. GUARANTEE

- 13.1 The successful bidder shall within 14 (fourteen) days after acceptance of his (its) bid furnish the Department with a guarantee by a bank or other financial institution empowered to do guarantee business, for 5% of the amount **estimated by the Department** to be the contract price for the period of one year (ANNEXURE 11).
- 13.2 If the caterer fails to comply with par. 13.1 the Department shall be entitled to terminate the contract, without prejudice to any other rights available to it, and the Department shall be entitled to recover any damages suffered as a result of such failure and the necessity to accept a higher bid for the catering services.
- 13.3 The minimum salary on any level must comply with all existing and future legislation in this regard. The Caterer must recognize years of service of present staff. Salaries must include all payment, eg Sunday extra payments as specified in the new legislation. Existing legislation Basic Conditions of Employment Act No 75 of 1997,SD 14 of May 2007.

ANNEXURE 2

**SPECIFICATIONS: CATERING AND RELATED SERVICES
FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT**

1. SCOPE

Rendering of a catering service at the following institution:

2. DEFINITIONS

“Institution or Institutions” shall mean the Institution or Institutions which fall under the control of the Free State Social Development: Department of Social Development, as set out in the Agreement.

“Schedule of Overhead Structures” means the Schedule of monthly overhead costs involved in supplying the service.

“Ration Scale” shall mean the schedule of exchange values of different types of food by weight or volume.

“Management Staff” shall mean any managerial staff provided by the Caterer, including a unit manager and area manager.

“Caterer Staff” shall mean any catering staff provided by the Caterer.

“Departmental staff” shall mean any catering staff provided by the caterer.

“Department” shall mean the Free State Department of Social Development, under the control of which the institution/s falls, and which placed the catering services, required in terms hereof, out to bid.

“IPO” shall mean Institution Project Officer, a person designated as contact person for the Institution.

“CPO” shall mean Catering Project Officer, a person designated as contact person for the Catering Company.

“The Caterer” shall mean, in the case of bids received, the bidder and in the case of the concluded contract, the successful bidder which undertakes, in terms hereof, to provide the required catering service.

“Contract” shall comprise the full documentation hereto, specifically the documents headed:

- a) Contract
- b) Bid
- c) Financial summary
- d) Cost per meal and calculation of fixed overhead costs

- e) Bid Conditions
- f) Specifications

“Therapeutic diets” shall include all special diets as per and calculated on the basis as set out on daily food costs.

3. DURATION OF CONTRACT

- 3.1 The Contract shall endure for a period of (3) three years.
- 3.2 Any claim for a price increase after 12 months of commencement, will be dealt with in accordance with par. 6 of the Bid Conditions.
- 3.3 The caterer may not cede assign or transfer the agreement to any person, company, closed corporation or any other body either directly or by the transfer of shares or interests in the company or close corporation or other body corporate, without the written consent of the Department.

4. OBLIGATIONS OF THE CATERER

4.1 CATERING AND RELATED SERVICES

- 4.1.1 The Caterer is required to render to the Institution catering and related services as set below.
- 4.1.2 The Caterer must provide the daily required meals as specified.
- 4.1.3 The Caterer is required to bid for different types of meals designated as menus the contents of each category of meals are specified.
- 4.1.4 **The Caterer** undertakes to cater for the meals in each of the different categories in accordance with the prices.
 - 4.1.4.1 The Caterer shall be paid monthly, as full consideration for the catering and related service actually **rendered on receipt of a specified invoice**.
 - 4.1.4.2 The meals provided daily shall be recorded in a form as agreed upon between the Institution and the Caterer.
 - 4.1.4.3 All personnel involved (e.g. **nursing staff**) must be trained in the use of the appropriate forms, by the IPO and the CPO.
 - 4.1.4.4 The bidder must at the beginning of every week, submit the menus for a full week period.

4.2 ACCOUNTING

- 4.2.1 The Caterer shall be obliged to keep all accounting records in respect of the rendering of the catering service and will be responsible to verify documents for the necessary signatures.
- 4.2.2 The accounting period shall run from the 1st until the end of each month.
- 4.2.3 The claims for payments shall be submitted on official invoices of the Caterer's company, supported by the form as agreed upon between the Institution and the Caterer.
- 4.2.4 The Institution and the Caterer shall each appoint a project officer (IPO and CPO respectively) who shall form a communication link between the parties and who shall work in close co-operation to facilitate flow of information, problems, accounts, payments, etc. between the parties.
- 4.2.5 The PO's shall keep account of and monitor the meals, snacks, refreshments and drinks actually served to the residents of the institution in terms of the contract.
- 4.2.6 The IPO shall certify as correct, each monthly invoice submitted by the Caterer to him for payment.
- 4.2.7 The IPO shall also check and satisfy themselves that the meals, drinks and refreshments comply with the specifications in terms of the contract.
- 4.2.8 The IPO or the Department shall be entitled at any reasonable time to inspect all the records, accounts, invoices, purchases and any other documentation relating to the catering and related services in terms of the contract.
- 4.2.9 It is agreed that payment of account must be affected **within 30 days** after receipt of a correctly completed and certified account. The department does not accept responsibilities for delays in payment due to faulty accounts submitted.

4.2.10 Payment of accounts will only be made if the catering service has been rendered according to the specifications.

4.3. PROVISION OF STAFF

4.3.1 Management Staff

The cater must provide Qualified /adequate staff in order to render the following services:

NB: Staff compliment should consist of **8** Kitchen staff per Institution

- **1 Manager**
- **2 Supervisor**
- **8 Kitchen Staff**

Each **shift** will consist of **6** people which is **1** Manager, **1** Supervisor and **4** Kitchen Staff.

The cater must absorb the existing staff.

The caterer shall:

- 4.3.1.1 provide management and catering staff on the basis which appears on the "Schedule of Overhead Structures" annexed hereto, ANNEXURE 7;
- 4.3.1.2 subject to the provisions of clause 5.4.1 provide all management staff required for the efficient operation of the Institution. The amount claimed monthly from the Department in respect of wages, levies and allowances will, however, be restricted to the amount tendered as per ANNEXURE 7;
- 4.3.1.3 submit along with the bid documents a functional organization structure for managing this contract only. A clear indication shall be given of the Caterer's envisaged organizational principles, procedures and functions for the effective management and operation of this institution.
- 4.3.1.4 In the event of unforeseen escalation or decreasing of participating numbers, be entitled to negotiate an increase or decrease of personnel with the Department.
- 4.3.1.5 The minimum salary on any level must comply with all existing and future legislation in this regard. BIDDERS must recognize years of service of present staff. Salaries must include all payment e.g. **Sunday and public holidays extra payment as specified in the new Legislation.**
- 4.3.1.6 Existing Legislation Basic Conditions of Employment Act No 75 of 1997, SD 14 of May 2007.

4.4 MANAGEMENT SERVICES

The Caterer undertakes to:

- 4.4.1 provide management services in respect of quantity and quality control and supervision of the preparation of food by all staff concerned, as defined in the specification. The caterer shall ensure that personal supervision by the manager is carried out at all serving points in dining halls during meals and during preparation of meals
- 4.4.2 serve meals and refreshments in all serving points in dining halls at all meal, snack and refreshment times, according to scheduled meal times. This is subject to change (reasonable changes) at any time of the contract period as indicated by the institution.
- 4.4.3 Clean up the various points where meals have been served, all the kitchenettes and dishes. This must be done within one hour after the meal has been served.
- 4.4.4 provide additional staff where necessary for any catering function;

- 4.4.5 provide accounting services as defined in par. 4.2;
- 4.4.6 provide management and control of the premises concerned, equipment, furniture and utensils for proper execution of the contract.
- 4.4.7 Provide and serve all meals and provide, collect and clean all crockery and cutlery or items issued to the residents for the meals.
- 4.4.8 Provide services of a registered dietician at least once a week to the institution regarding catering and related services. (see par. 4.2 of Bid conditions)
- 4.4.9 Provide one (1) Manager (1) one Supervisor

4.5. TRANSPORT

- 4.5.1 The Caterer undertakes to provide all suitable and approved transport services necessary for the proper execution of its management and catering functions and shall be fully liable for conveying supplies to the Institution.
- 4.5.2 If meals are provided far away from the kitchen or factory the Department will make the necessary arrangements at its own expense for the necessary transport of food and workers and distribution of meals and refreshments. The responsibilities for managing the distribution will however be that of the Caterer.
- 4.5.3 Food must be transported in insulated containers (hot food heated and cold food cooled). The Caterer is responsible for the supply, maintenance and insurance of insulated containers, vehicles and equipment as required by the service. Trolleys (tea trolley for transporting food must be covered all times).
- 4.5.4 The Caterer must ensure that all food is served at the correct temperature i.e. cold food cold and warm foods warm.

4.6 PURCHASE AND SUPPLY OF FOODSTUFFS

- 4.6.1 The Caterer undertakes to:
 - 4.6.1.1 purchase and acquire all foodstuffs, packaging material and other materials necessary for the proper fulfillment of its catering and management functions; (the Caterer will have to acquaint himself about the type of packaging material that is used at present at the Institution, and must use the same if the contract is awarded);
 - 4.6.1.2 arrange for his own account the supply and delivery of all the ingredients necessary for the proper preparation and provision of all menu items appearing in the specification (see par. 6.1);
 - 4.6.1.3 ensure that all foodstuffs supplied to the Institution are of a quality set out in the specifications and from reputable suppliers.
 - 4.6.1.4 where required, undertakes to submit the food to both quality and quantity control inspection by the Department;

- 4.6.1.5 provide foil containers, foil lids, labels, staplers, strapping, cartons, serviettes and any other disposable packaging material required during and for the pre-preparation, preparation and distribution of meals to children for the fulfillment of the contract;
- 4.6.2 The amount claimed monthly from the Department, in respect of meals, shall not exceed the amount tendered as per ANNEXURE 7
- 4.6.3 Printed and laminated menus reflecting the meal of the day must be displayed at the entrance to dining halls in a suitable manner.
- 4.6.4 The meal service will be based on a conventional system.
- 4.6.5 Unscheduled meals, excluding meals provided for in par. 4.9 hereof may not be provided except in the case of prior arrangement with the head of the institution.
- 4.6.6 The Caterer's Dietitian, in conjunction with the Department must draw up menus for therapeutic diets. This must be done after the contract has been awarded and before the date of commencement of the contract. These menus shall be planned to coincide with the menus for normal diets. Therapeutic diets or menu items that are not specified in the categories in ANNEXURE 9 and 10 must be priced separately. The price shall not exceed cost plus **25%**
- 4.6.7 **Two separate/different menus – one summer cycle and one winter cycle** for normal diets, according to the ration scale, distribution and meal pattern must be submitted with the tender documents for a three-week cycle (see meal pattern, menu A, ANNEXURE 8). There must be a significant difference between the two menus. Possible changes for seasonal unavailability of fresh products should be indicated. These menus as attached to the tender document will be implemented by the successful caterer and will serve as the normal diet to residents, unless otherwise negotiated with the institution. Failure to submit 2 seasonal menus will invalidate the tender. Additions/changes to the menus should be finalized within 30 days after commencement of the contract and changes to the menus should be submitted to the department in writing.
- 4.6.8 Changes to the menu cycles after commencement of the contract may only be implemented by the Caterer after prior written approval has been granted by the head of the institution.
- 4.6.9 The Department reserves the right to institute any reasonable alterations, changes or substitutions to the menus submitted that would not increase overall cost.
- 4.6.10 Alterations, substitutions or additions to any diets (including special therapeutic diets) must be approved by the Department.
- 4.6.11 If requested by the Department, sophisticated Food Supplements as well as tube feeding must be provided by the Caterer. A separate accounting record is to be maintained for the supply of these commodities. The accounting documents shall

consist of an official invoice of the Caterer's company, supported by schedules. The price of these items must not exceed cost plus **25%** verification **in this regard the caterer must present a receipt on price of purchases so as to ensure calculation of 25%.** Administration sets for enteral feedings shall be provided by the Department. Insulated foam cups for the serving of liquid diets shall be provided by the Department.

- 4.6.12 No provisions e.g. sugar, tea, coffee and rusks must be supplied to the staff.
- 4.6.13 During meals the Caterer's staff, in conjunction with the IPO, will be responsible for the monitoring of any complaints concerning the food or service. The caterer's Dietitian must submit a quarterly report to the Department on the caterer's evaluation of catering- and diet standards
- 4.6.14 If the quantity and quality of any foodstuffs or materials supplied to the residents do not comply with the standard and specifications laid down in the contract, the Department may, if it considers such noncompliance to be material, immediately on written notice terminate the contract, without prejudice to any other rights available to it.
- 4.6.15 The Caterer will serve all meals to the residents in a prepared and acceptable form unless otherwise instructed by the institution.
- 4.6.16 Staff from the Department, on liaison with the catering staff, will monitor food supply.
- 4.6.17 The Caterer shall ensure the availability of sufficient reserve food stocks and/or frozen meals to provide for periods of maintenance or otherwise, at no extra charges.
- 4.6.18 The Caterer shall ensure that food stocks are not frozen for periods longer than 3 months. Food stocks should be frozen at - 18°C or colder.
- 4.6.19 Standardized recipes for all menu items for normal and therapeutic diets must be available for usage in the foodservice unit within 30 days after the commencement of the contract.

4.7 STAFF MEALS AND REFRESHMENTS

Provide meals of the day and/or snacks according to the specification of the institution on a cafeteria-basis to staff. It shall be the responsibility of the Caterer to ensure that only staff with a prescribed form of identification be allowed to purchase items from the Caterer. Snacks to be sold shall only include nutritious items, e.g. sandwiches, fruit, fruit juice, hamburgers and hotdogs.

Resale items (e.g. cool drinks, chips, sweets and cigarettes) may not be sold. The Caterer will be allowed to charge the staff for the provision of containers for a take away meal of the day. The amounts will be payable by the staff to the Caterer. The tenderer shall acquaint himself with the facilities and circumstances in this regard. Additional costs for tills and staff in this regard must form part of the overheads (schedule B).

4.8 PACKAGING MATERIAL, CUTLERY AND CROCKERY

- 4.8.1 The department shall supply existing cooking utensils, cutlery, crockery, pails, etc. to the Caterer. These items as well as all the furniture, fixtures, equipment and any other relevant catering equipment will be placed on an inventory list.
- 4.8.2 The Caterer undertakes to purchase and acquire all extra packaging material, cutlery, crockery and other materials necessary for the proper fulfillment of its catering and management functions.
- 4.8.3 The Caterer undertakes to be acquainted with the type of packaging material, cutlery and crockery that is used at present at the Institution.
- 4.8.4 The Caterer must serve food and beverages to clients in uniform porcelain or melamine plates, bowls, cups and saucers without cracks and chips or a suitable alternative as requested by the institution and will take over existing cutlery and crockery when the contract starts. The same number and quality of cutlery and crockery have to be returned at the end of the contract.
- 4.8.5 Regarding cutlery, a knife, fork and spoon shall be issued with meals to residents on all menus.
- 4.8.6 **Disposable containers** and packaging material may not be re-used.

4.9 KITCHEN FACILITIES AND CONTROL

- 4.9.1 The Caterer shall have full access to all kitchens, food stock stores, dining and catering areas and the supervision thereof to render catering services in terms of these conditions. In this regard the Caterer shall have custody and control of keys to the lockable furniture, equipment, fixtures and fittings. However, access will be limited to those areas and any surrounding buildings and facilities necessary for the rendering of the catering services. The Caterer shall not have access to the areas and surrounding buildings not required for the catering service.
- 4.9.2 **The Caterer shall not use (or allow anyone else to use) the designated catering localities or premises for any purpose other than for catering services in terms of these conditions nor will it/he be allowed to prepare food or serve food on a premises other than the designated premises excluding par. 4.9.**
- 4.9.3 **The Caterer shall use all furniture, fixtures, equipment, fuel and other material and supplies only for the purpose for which they are provided, that is for the members of the institution concerned or other authorized persons.**
- 4.9.4 The Caterer shall not remove any property of the Department from the premises or locality where it is kept by the Department and shall ensure that these are used in a proper manner.

- 4.9.5 No structural changes will be effected by the Caterer to the existing premises. Any proposed change in the structure could be submitted to the Department in writing for consideration and the Department's decision as to the necessity of it will be final.
- 4.9.6 The Caterer shall be responsible for the maintenance and repair of equipment which must be done to the satisfaction of the Department. Expenditure in this regard can be claimed from the department. Invoices must be certified by the IPO and the CPO.
- 4.9.7 All equipment or facilities that is not maintained due to negligence or that is damaged by the Caterer will have to be repaired or replaced for the account of the Caterer and to the satisfaction of the Department.
- 4.9.8 At termination of the contract, all items have to be handed back in the same condition as received. In cases whereby supplier's own equipment were installed, it is the caterer's responsibility to repair the damage caused by such. Failure to do so will result in the Caterer having to replace these items at own cost.
- 4.9.9 The Caterer may use his own kitchen equipment on the premises, when necessary. The Caterer shall be responsible for the maintenance and repair of such equipment. The equipment must be removed on expiry of the contract.

4.10 CLEANING MATERIALS, UNIFORMS AND STATIONERY

4.10.1 The Department undertakes to:

- 4.10.1.1 purchase and acquire and ensure the safe storage at its risk of all suitable industrial cleaning materials, insecticides, stationery, all consumable items such as packaging materials, bin liners, paper serviettes, brooms, squeegees, etc. necessary for the proper fulfillment of its catering and management functions;
- 4.10.1.2 ensure that all catering staff wear appropriate head covers and aprons which has to be supplied by the caterer;
- 4.10.1.3 **Once off / Annual Purchase** uniforms for all staff employed by the Caterer, such uniforms bearing the logo of the Caterer, and be responsible for the laundering of such uniforms
- 4.10.2 The caterer shall provide the Personal Protective Equipment for catering staff.

4.11 HYGIENE AND PEST CONTROL

- 4.11.1 The Caterer shall keep all catering and dining areas including all windows, catering equipment, utensils, fixtures, fittings and kitchen drains and all utensils used for serving meals in a clean, hygienic and tidy condition to the satisfaction of the IPO and the Department.
- 4.11.2 The Caterer undertakes to ensure that all catering staff is at all time clean and neatly dressed and that they are free of infectious diseases. All kitchen staff must undergo

an annual medical examination. The Caterer will be responsible for the expenditure for examinations of his own staff.

4.11.3 The Caterer shall ensure that standards of hygiene as in SABS specification no. 0156-1979 are complied with at all times.

4.11.4 The Caterer must regularly check the conditions of food before it is consumed.

4.11.5 Infection control tests will be done on a regular basis by the Department to ensure optimal hygienic practices. These tests will be done by the Quality Assurance and Monitoring section of the Department. Any food or food products that do not comply with hygienic standards will have to be replaced by the Caterer at his/her expense. Rectification should be done within 14 days.

4.12 MEAL TIMES

Meal times will be agreed upon with the institution and will be more or less as follows:

MENU A	
Early Morning Tea/Snack	06:00
Breakfast	08:00
Mid-morning snack:	10:00
Lunch	12:30
Mid afternoon Snack/tea	15:30
Supper	17:00
Late night snack	20:00

5 SECURITY REGULATIONS

The caterer agrees to comply to the security regulations applicable to the institution shall be complied with by all the staff employed by the Caterer. Any prescribed form of identification will be provided by the Department.

The caterer is responsible for the safeguarding of the stock used by him.

6 FIRE AND DISASTER PROCEDURES

The Caterer shall ensure that all staff under his control know how to handle fire hazards and are made fully aware of where fire extinguishers are situated. The Caterer must keep himself informed on local disaster procedures and the caterer's staff must participate in fire and disaster drills.

The Department is responsible for the maintenance of the fire extinguishers.

7 FIRST AID

The Caterer is responsible for his own staff's first aid supplies and training.

8 TRAINING

The Caterer shall be responsible for the training of all catering staff on an on-going basis for the efficient functioning of the catering service. The caterer's Dietitian must submit a quarterly report to the Department concerning the training of catering staff and appropriate training of other staff concerned.

A fully documented in-service training matrix and detailed exposition of all envisaged courses shall accompany the bid documents.

Training programs shall be instituted from date of commencement of the contract.

9 INSURANCE

9.1 The Caterer shall indemnify the Department against: -

- 9.1.1 any damage to the Department's property, whether movable or immovable, including any loss directly flowing from damage to such property or any act or omission on the part of the Caterer or its employees or any damage arising from the use and occupation of the Department's property by the Caterer;
- 9.1.2 legal liability in respect of any claims which may be made against the Department arising out of damage to property, whether movable or immovable, of any third parties, including any damage directly or indirectly flowing from any act or omission on the part of the Caterer or its employees or any damage arising from the use and occupation by the Caterer of the Department's property.
- 9.1.3 legal liability claims in respect of the death, injury or illness of any person, including servants of the Department or their dependents or loss flowing therefrom or arising from anything done or omitted by the Caterer or its employees or any damage while using or occupying the Department's property;
- 9.1.4 Any legal costs or expenses reasonably incurred in connection with claims or actions against the Department arising out of the foregoing including attorney and client costs.
- 9.1.5 For the due and proper fulfillment of the indemnity provided, the Caterer shall within 14 days after the date of letter of acceptance **submit proof of insurance cover held by him** and maintain to cover the risks as well as the amount of such cover. If the amount is in the opinion of the Department not sufficient, the Department reserves the right to call upon the Caterer to increase the amount at the Caterer's expense to such an extent as determined by the Department.
- 9.1.6 The acceptance of this bid is subject to the condition that if proof of an acceptable insurance policy as required above, is not received by the Department, the Department may in its sole discretion, without prejudice to other rights available to it, terminate the agreement and the Caterer shall be liable for any damage which the State may sustain as a result of the termination of the Agreement and the appointment of another Caterer.

- 9.1.7 If the Caterer fails to pay the required premiums to maintain the Insurance Cover, the Department may do so and recover the amounts so paid from the Caterer by set-off or otherwise.

10 GUARANTEE

See par. 13 of the Conditions of Bid.

11 OCCUPATIONAL HEALTH AND SAFETY

The Caterer shall form a health and safety subcommittee and will appoint a representative who shall report to the representative who serves on the committee of the institution in accordance with the Occupational Health and Safety Act, 1995 as amended.

12 COVID-19 PROTOCOLS

It is the responsibility of the Cater to adhere to the existing Health and safety regulation as stipulated in contractors' regulation, 2014 under OHS Act (85 of 1993). In addition to the existing legislation, the supplier must provide sanitizers, ensure social distancing, ensure that working environment and touched objects and surfaces are frequently disinfected, provide PPE and Health and safety trainings to his laborers in order to comply and reduce the spread of COVID -19.

13 DUTIES AND OBLIGATIONS OF THE DEPARTMENT

Taste

- All meals served may be tested and approved by the department representative.
- The taste of the dish must match the description on the menu.
- Food must be palatable e.g. No burnt taste, too salty or over seasoned, taste bland or under seasoned.
- Religious preferences to be considered.
- Apply healthy cooking methods in all instances.
- Tomer preferences must be taken into account.

14 CATERING EQUIPMENT

The Department shall supply the following:

- 14.1. all existing catering premises, furniture, fixtures and equipment including gas, oil, diesoline, steam and electricity, as well as cooking utensils, cutlery, crockery, pails, etc, and any other relevant catering equipment. If the Department is unable to provide these specific facilities, the Department shall provide alternatives (e.g. foam cups in place of porcelain cups);
- 14.2. **Where the caterer has full equipment in place to cater for the magnitude of the institutions such caterer may use their own equipment in case where the caterer uses the institution's catering equipment.**
- 14.3. all additional catering equipment mutually agreed upon between the Caterer and the Department;

- 14.4. maintenance, repair, renovation and replacement of items in par. 14.1 in a manner that shall reasonably ensure the least disruption of catering services by the Caterer. Damage or loss to the items referred to in par. 14.1 due to negligent or incorrect usage or operation on the part of the Caterer or the staff under his control, shall be replaced or repaired by the Caterer at his expense;
- 14.5. Fuel (whether electricity, gas, oil or diesoline) and water for cooking, cleaning, refrigeration and freezing purposes and the Caterer undertakes to use these commodities economically;
- 14.6. Eradication of insects in food stock stores, kitchens and dining rooms every three months or as required. (fumigation)
- 14.7. The Caterer undertakes to draw up an inventory together with the IPO and to inspect all furniture, fixtures, catering equipment and utensils as mentioned in par. 14.1 on a date prior to commencing of the service. The inspection of furniture, fixtures, catering equipment and utensils is to determine the condition of such items and must be noted by both parties.
- 14.8. The items recorded on an Inventory Schedule shall be signed by both parties.

15 TELEPHONE

- 15.1 The Caterer will provide adequate his/her own telephone facilities for company management and staff to fulfill the catering services efficiently.
- 15.2 Private telephone facilities must be installed at the expense of the BIDDER.
- 15.3 The Department will supply telephone facilities only for communication within the institution.

16 HOUSING

The Department shall be under no obligation to provide any housing or accommodation for staff employed by the Caterer.

17 OTHER FACILITIES

- 17.1 The Department undertakes to:
- 17.2 Provide toilet facilities to the staff of the Caterer. Other facilities e.g. lockers, parking etc. will be made available by mutual agreement between both parties.
- 17.3 The Caterer will be responsible for the provisioning of gas for emergency situations.

18 TAKE-OVER OF FOODSTUFFS AND CLEANING MATERIALS

The Caterer undertakes to inspect and draw up an inventory with the assistance of the IPO of all stock on hand and all perishable and non-perishable commodities and cleaning materials before the commencement of the contract. All consumable foodstuffs must be taken over by the Caterer.

The inventory items and their respective purchase prices shall be recorded on a Food Inventory Schedule.

In the determination of the last month's payment when the contract expires the value of the stock shall be taken over by the Department at cost and shall be added to such payment if the Department should render the service itself.

19 RIOT, UNREST AND STOCK LOSS

In the event of the closure of the institution due to residents' boycotts, riots and/or unrest, the Department shall be liable for monthly payments as determined in accordance with the provision of this contract.

The Caterer shall be liable for the rendering of the catering services irrespective of any boycotts, riots and/or unrest situation affecting management staff as well as other staff employed by the Caterer.

During any period of riot, boycotts or unrest, the Caterer and staff occupy the premises of the Department at their own risk and the Department shall not be liable for any damage to the Caterer's or staff's property and equipment or injury to or death of the Caterer or employees under his control and the Caterer hereby indemnifies the Department against any such damage or claims and legal costs including attorney and clients costs.

To protect the residents and ensure that they eat:

"where the cater is unable to render services in terms of this agreement and clause 21, the Department may procure alternative catering services and deduct the amount paid to the alternative catering services for the catering services as per the invoice settled by the Department."

20 MEALS FOR CATERING STAFF

If the management staff of the Caterer are entitled to any meal per shift, such costs will be for the account of the Caterer.

21 ESCALATION

See par. 6 of Bid Conditions.

22 MONITORING AND CONTROL

The IPO or his authorized representative shall at all times have access to the facilities and goods utilized by the Caterer for the purpose of:

determining whether these conditions are being adhered to;

establishing whether the premises, furniture, fixtures, equipment and fuel are being used in accordance with these conditions;

inventory control for furniture, fixtures, equipment and utensils, etc; and

any other reasonable purpose related to these conditions or the wider interest of the Department as contemplated by the contract.

The Caterer shall ensure that food service staff handle the equipment according to directions for use and use fuel, electricity, etc, economically. From time to time spot checks will be carried out by the IPO.

Regular inspections will be carried out by the IPO to monitor the standard and quantity of the food provided and hygienic standards. The IPO shall be entitled to instruct the Caterer to rectify any breach of the specification forthwith, failure of which the provisions of par. 4.6.13 may be imposed. The Caterer shall submit samples of prepared meals for laboratory bacteriological analyses at the direction of the Department. The costs of laboratory sampling are for the account of the Department.

Regular health inspections will be carried out as laid down above by health officers of the Department or as appointed.

A standing liaison meeting between the IPO and the Caterer shall be scheduled monthly or as required and minuted.

23 REFUSE REMOVAL AND PIGSWILL

The removal of refuse, pigswill and empty containers will be the responsibility of the Caterer at his own expense. This should be removed on a daily basis.

The Caterer must ensure that storage areas/ containers are maintained in a clean and hygienic condition to the satisfaction of the Department.

All empty containers, packaging material, etc. must be placed separate from pigswill in an area / container depicted for the purpose.

Storage containers should be covered at all times. It is the caterer's responsibility to replace lost containers/lids to their own expense.

24 BREACH AND TERMINATION

- a. Should either party commit a breach of provisions of this contract and fail to remedy that breach within 14 (fourteen) days after the receipt of a written notice calling upon it to do so, the party that is not in default shall be entitled to cancel this contract on written notice sent to the other party at the address appearing in the contract without prejudice to any other right which the non-defaulting party may have as a result of such breach and the parties agree that the provisions of **(par. 26 and 28 of GCC apply) General Condition of Contract**.
- b. The Caterer's right to use or occupy any part of the premises or use any equipment of the Department shall cease on termination of this agreement for any reason.

- c. The Caterer shall on termination of the contract vacate the premises and hand over to the Department all the items in the Inventory Schedule in the same condition in which he received them.
- d. The Department shall be entitled to determine the value of the missing items and to deduct the amount of such value or reduced value from any amount due by the Department to the Caterer.
- e. The parties shall draw up an inventory of all the stock and foodstuffs then on hand indicating the prices paid therefore and both shall sign the same.
- f. The Department shall be entitled to set off the total amount of such stock against any amount due by the Caterer to the Department and shall pay any balance due, if any to the Caterer within 30 (thirty) days after the parties signed such inventory.

ANNEXURE 4

PARTNERSHIP / CLOSE CORPORATION / COMPANY

(Par. 3.3. of Bid Conditions)

- 20 NAME:
ADDRESS:
I.D. NUMBER:
- 21 NAME:
ADDRESS:
I.D. NUMBER:
- 22 NAME:
ADDRESS:
I.D. NUMBER:
- 23 NAME:
ADDRESS:
I.D. NUMBER:
- 24 NAME:
ADDRESS:
I.D. NUMBER:

ANNEXURE 5

DETAILS OF TENDERER'S NEAREST OFFICE

Bid Conditions

25 NAME OF CATERER'S PROJECT OFFICER: (CPO):

.....

ADDRESS:

.....

.....

B. If the contract is awarded to bidder an office will be established at:

ADDRESS:

.....

.....

UNDERTAKING

I, the undersigned, In
my capacity as:

Duly pasteurize hereto, hereby undertake to open and maintain an office at the address in B
above from which the catering service tendered for shall be conducted and managed during
the terms of the service.

(signed).....
for the BIDDER

Date:

**C. The staff to be employed as contemplated in paragraph 3.4 of conditions of bid
are stationed at address in A or can be made available at address A or B.**

(signed)
for the BIDDER

Date:

ANNEXURE 6

FOOD SPECIFICATIONS

All food and food products shall comply with all the applicable requirement of the following documents:

- South African Foodstuffs, Cosmetics and Disinfectants Act no. 54 of 1972 and regulations as amended.
- South African Marketing Act no. 59 of 1968 and regulations as amended.
- South African Trade metrology Act no. 77 of 1973 as amended.
- South African standards Act no. 30 of 1982 and regulations as amended.
- Agricultural Products Standards Act (Act no. 119 of 1990) as amended.

1 MEAT

- 1.1 Not more than 20% of a meat portion (cooked mass) shall be replaced by a **pasteurize vegetable** protein of an acceptable quality, pre-tested by the institution where use thereof is intended. The Department reserves the right to request written proof of such a pretest.
- 1.2 The grade of meat for mutton and beef shall not be lower than B. No other grades shall be accepted. The grade of meat for pork shall not be lower than 1. No other grades shall be accepted.
- 1.3 The grade of bacon shall not be lower than 1.
- 1.4 The fat content of all mutton, beef and pork products served to residents on a normal diet shall have a total animal fat content of not more than 20% and shall comply with the standards as set out in Act no. 54 of 1972.
- 1.5 Hamburger patties and the meat of pies shall not consist of more than **10%** acceptable textured vegetable protein.
- 1.6 **These menus shall be planned to coincide with the menus for normal diets. Therapeutic diets or menu items that are not specified in the categories in Appendix 9 and 10 must be priced separately. The price shall not exceed cost plus 15%**

2. VEGETABLES AND FRUIT

- 2.1 Only choice grade frozen vegetables may be used for vegetable dishes.
- 2.2 Caterers' grade frozen vegetables may be used for soups and stews.

2.3	Fresh fruit and vegetables shall be of a good standard and quality (see par. 6.9 of Food Specifications).
2.4	If canned fruit is served for dessert or a salad, only choice grade may be used.
2.5	It must be noted that potatoes, sweet potatoes, sweetcorn, cut corn and baked beans (salad beans) as such are not regarded as vegetable products, but as starch products.
2.6	Fruit juice / nectar served to residents on a normal diet, shall contain no less than 50% pure fruit juice after it has been diluted in accordance with the manufacturers specifications.
3.	MARGARINE, BUTTER, JAM AND PEANUT BUTTER
3.1	Only choice grade may be used.
3.2	A variety of Jams must be offered (at least five). Honey or golden syrup may also be used.
3.3	40% Polyunsaturated margarine must be used for therapeutic diets.
4.	MILK AND ICE-CREAM
4.1	No milk blends/ whiteners/ creamers may be used as dry provision for residents.
4.2	If skimmed milk products are used for therapeutic diets it shall be 100% dairy, pasteurized and prepared in accordance with the manufacturers' instructions.
4.3	Full cream, 100% dairy pasteurized milk must be used for normal diets.
4.4	Sorbet ice-cream may be used but must be of a standard acceptable to the institution.
4.5	Only yogurt of an acceptable standard, containing live AB cultures may be served.
5.	BREAD
Bread must be of a good quality and standard.	
5.1	Whole wheat bread may be given instead of brown bread (except for certain therapeutic diets.)
5.2	White bread may be required for certain therapeutic diets.
5.3	Scones/rolls/ buns may be used as substitutes (except for certain therapeutic diets.)
5.4	Homemade bread.
6.	GENERAL
6.1	Tea must be substituted by Rooibos tea, if requested.
6.2	Biscuits to include the following: Assorted, Marie, Cream Crackers, Tennis, and Lemon Creams. Boudoir.
6.3	The size of serviettes shall be ±32 x 32 cm and shall not be divided.

6.4 The following items shall be provided to residents/residents in sachets/portions/bags:

Tea
Sugar
Jam/Honey/Syrup*
Salt/pepper
Butter/margarine*
Tomato Sauce
Worcestershire sauce
Mayonnaise
Chutney

*as alternative bread must be spread with the specified quantity.

6.5 A variety of not less than five different soups shall be served.

6.6 Flavors of cool drink squash must be agreed with the Department.

6.7 The coffee supplied must be of an acceptable standard. 50% Coffee and 50% chicory.

6.8 Fortified drinks such as Milo and Cocoa may be served.

7. **Security**

- The Caterer shall employ his own security personnel and implement his own security measures within the boundaries of the Kitchen store room to secure his equipment, food supplies and other stock.



MENU & PRICING SCHEDULE

Abbreviations

TSP	Tea spoon (5 ml)
DSP	Dessert spoon (7 ml)
TBS	Table spoon (12 ml)
LS	Large spoon (30 ml)
½ cup	125 ml
Diam	Diameter
Hm	Hard margarine
Wm	Whole milk
LF	Low fat

Schedule B

LIST OF MENUS

Menu A ⁴	:	Diet for children, (13-18)
Menu B ¹	:	Unforeseen meal
Menu B ²	:	Meal pack
Menu C ¹	:	Picnic meal (“braai”)
Menu C ²	:	Picnic meal (other)
Menu HI	:	Diabetic
Menu HII	:	Bland diet
Menu HIII	:	Puree diet
Menu HIV	:	Low chol/ Low lipid
Menu HV	:	Low protein diet

ESTIMATED PARTICIPATION

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

MATETE MATCHES	
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 – V	per day (all H menus)

MEAL PATTERN

MATETE MATCHES

MENU A⁴

Big group

1. BREAKFAST	Quantity/person
Porridge/ cereal	2 cup
Milk	200ml
Sugar	30gr
Protein dish	1 portion
Bread	2 slices
Margarine	20gr
Jam	20gr
Coffee/Tea/ water	1,5-2,5g
Milk	40ml
Sugar	20g
Yoghurt 2 times weekly	125ml

TOTAL PRICE PPR PERSON R

2. MID-MORNING	Quantity/person
Cooldrink Coffee /tea water	250ml
Milk	40ml
Sugar	20g
Bread	4 slices
Margarine	30gr
Bread Spreads	30gr
Fruit (7x week)	1 portion
Yogurt	175 ml
Yoghurt 2 times weekly	125ml

TOTAL PRICE PPR PERSON R

3. LUNCH	Quantity/person
Cooldrink (summer) water	250ml
Tea/coffee (winter) water	1,5-2,5g
Fruit	1
Milk	40ml
Sugar	20g
Protein dish	1 portion
Soup (winter)	250ml
Gravy	60ml
Starch	1 cup
Vegetable / salad 1 or starch	1 cup

Vegetable / salad 11	1 cup
Dessert (twice a week)	250g

TOTAL PRICE PPR PERSON R

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

TOTAL PRICE PPR PERSON R

5. LATE EVENING	Quantity/person
Milk/ Cool drink	250 ml
Coffee/tea (winter)	250 ml
Rusk or	2
Biscuits or	4
Muffin	2
Winter	
Milk	40ml
Bread	4 slieces
Margarine	8g
Sugar	20g
Tea/coffee or	1,5-2,5g
Milo/Hot chocolate	300 ml
water	Summer
Coldrink or	300 ml
Flavored Milk	300 ml
And	1 portion
Fruit	

TOTAL PRICE PPR PERSON R

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 PPR PERSON R

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 PPR PERSON R

MENU C¹	
BRAAI	Quantity/person
Protein dish	2 portions
Starch	2 cups
Gravy	100ml
Salad (special – more expensive)	1 cup
Cooldrink	500ml

TOTAL PRICE PPR PERSON 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 PPR PERSON R

Menu A ⁴	:	Diet for children, (13-18)
Menu B ¹	:	Unforeseen meal
Menu B ²	:	Meal pack
Menu C ¹	:	Picnic meal (“braai”)
Menu C ²	:	Picnic meal (other)
Menu HI	:	Diabetic
Menu HII	:	Bland diet
Menu HIII	:	Puree diet
Menu HIV	:	Low chol/ Low lipid
Menu HV	:	Low protein diet

SUMMARY OF ALL MENUS (ADD ALL TOTAL MENUS)

MENUS PER PERSON	TOTALS
MENU A⁴	
MENU B¹	
MENU B²	
MENU C¹	
MENU C²	
MENU HI	
MENU HII	
MENU HIII	
MENU HIV	
MENU HV	
GAS	
TOTAL PER PERSON	R

MENU C1

ANNEXURE 8

PARTY PACK	Quantity/person
Bread, Cake/Biscuits, muffin	4 portions
Margarine/butter	
Energy bar	50 g
Biltong (grated)	50g
Juice	250ml
Total	R

RATION SCALE: PORTION SIZES

BREAKFAST CEREALS/ PORRIDGE

ANNEXURE 9

All Bran Flakes	40g	
Corn Flakes	40g	
Rice Crispies	40g	
Oatmeal, uncooked	50g	
Grain sorghum, uncooked	50g	
Mealie meal, uncooked	50g	
Weet Bix	(2 cakes)	
Pronto	40g	
	R	

GRAIN AND STARCH PRODUCTS

Bread: brown/ whole-wheat 6 slice	4	
roll/bun		
Pro Vitas/Cream crackers	3	
Rice/ Mealie rice/ Pasta, uncooked	30g	
Samp/ Pearl wheat, Uncooked	30g	
Sweetcorn, frozen, uncooked	80g	
Baked beans/ Salad beans	100g	
Dried beans/ Peas/ Lentils, Uncooked	30g	
Potato uncooked/ Sweet potato, Uncooked	120-150g 100g	
Pasta	150g	
Instant potato powder, uncooked	10g	
Dehydrated potato, uncooked	25g	
Dehydrated sweet potato, uncooked	25g	

*For adults 150g potato must be used for fried potato chips.

PROTEIN DISH

	With bone uncooked	Boneless Uncooked	
BREAKFAST			
Cheese		30gr	
Eggs (boiled, fried)		1 (large)	
Eggs (scrambled)		2	
Mince/Liver		100g	
Sausage		110g	
Processed (eg. Polony/viennas)		90g	
Fish/fish cakes/Fish fingers		100g	

LUNCH

Stewing beef/mutton	180g	200g		
Mince		200g		
Pot-roast (beef/ mutton/pork)		170g		
Cutlets (mutton/pork)	200g			
Fish & lemon 1/2		150g		
Poultry	200-220g			
Steak/schnitzel		125-150g		

PROTEIN DISH

	With bone Uncooked	Boneless Uncooked		
SUPPER				
Processed		80gr		
Stewing beef/mutton	160g	200g		
Mince/liver		200g		
Fish		150g		
Poultry	200g			
Sausage		150g		
Cheese		30g		
Eggs		1		
Milk		250ml		

FRUIT

Strawberries:	fresh	125ml
Apricots:	fresh, medium canned dry	2x35g 5x15g 80g (cooked)
Apples:	fresh, small canned dry	1 100g 80g (cooked)
Grapes		65g
Guavas:	fresh, medium canned	85g 2x50g

Oranges:	fresh, medium	1
Litchies:	fresh	10
Mango:	without fibre	1
Pawpaw:	fresh	100-110g
Pears:	fresh, small canned dry	1 2x50g 80g (cooked)
Peaches:	fresh, medium canned dry	1 2x50g 80g (cooked)
Grapefruit:	fresh, large	1 half
Plums:	fresh, medium	2x60g
Pineapple:	fresh canned	100g without skin 100g
Melon:	fresh	100g without skin
Watermelon:	fresh	90-100g without skin
Raisins:		30g
Bananas:	fresh	1
Stewed dried fruit (cooked)		90g
Lemon	fresh	1

VEGETABLES (edible mass)

Baby marrows (fresh, frozen)	75g
Gallic & Ginger	100g
Beetroot (fresh, canned)	120g
Lettuce	40g
Cauliflower (fresh, frozen)	80g
Butternut (fresh)	100g
Mix vegetables (frozen, canned)	90g
Green beans (fresh, frozen, canned, dehydrated)	80g
Green peas (frozen)	85g
Corn (frozen canned)	75g
Cucumber	90g
Cabbage Fresh (salad) Fresh (cooked) Dehydrated	40g 80g 80g
Squash (with skin)	100g
Pumpkin	90g
Spinach (fresh, dehydrated)	90g
Tomatoes (fresh as salad)	100g
Carrots (fresh, salad, frozen, canned, dehydrated)	75g

BREAKFAST SIDE DISHES

Tomato slices/wedges	30g
Lemon wedge	30g
Tartar sauce	1 sachet
Tomato and onion stew	60ml
Rasher bacon	20g
Grated cheese	15g
Mayonnaise/chutney/tomato sauce	1 sachet
Lettuce	10g
Pineapple slices	30g

SANDWICH FILLINGS

Filling 1 (protein filling)	
Scrambled egg	1
Cheese	30g
Meat/fish/poultry	30g
Meat/fish/poultry spread (home-made)	30g
Filling 2	
Bovril/Marmite	5g
Fishpasta	10g
Sandwich spread	10g
Jam/syrup/honey	10g

CONDIMENTS

	Daily allowance/person
Salt	3 sachets
Pepper	3 sachets
<ul style="list-style-type: none"> ▪ Tomato sauce/ ▪ Worcestershire sauce/ ▪ Mayonnaise/ ▪ Chutney/ ▪ Mustard 	1 sachet
<p>❖ Must be provided to co-incide with items on the normal Diet menu and must be indicated on the approved menus.</p>	

KITCHEN USAGE

Item	Daily / Person	Weekly/Person
Dried/canned fruit		50g
Margarine/ Butter	10g	
Mayonnaise/Salad Cream		50ml
Cooking oil	10ml	
Skimmed milk powder	10g	
Sugar/ Brown sugar	15g	
Tomato sauce/ Chutney/ Worcestershire sauce		50ml
Flavouring	5ml	
Jelly powder/instant pudding		20g
Jam		15g
Legumes/TPP (dry)		45-60g
Eggs, fresh, extra large		2

Cheese		40g
Vinegar		10ml
Baking powder		5g
Curry powder		5g
Herbs and spices	2,5g	
Salt	8g	
Pepper	0,5g	
Cake flour/ sago/ Custard powder		120/80/60g
Cream/evaporated-/condensed milk		25/50/30ml
Tomato Puree/ Tomato paste		20/10g
Meat extract (100g= 2,51 home-made)		25g
Potatoes		400g (uncooked)
Bacon		20g
Marmite		10g

DISTRIBUTION (FREQUENCY/WEEK)

BREAKFAST CEREALS/PORRIDGE B1

All Bran flakes/ Rice Crispies/ Corn flakes	1 x /2 weeks
Mealie meal/ soft porridge	5x
Oatmeal	1x /2 weeks
Matabella	1 x
Weet Bix	1 x
Pronutro	1 x

GRAIN AND STARCH PRODUCTS (Lunch and supper) B2

Rice	1x
Mealie rice	3x
Samp and beans	4x
Potatoes	4x
Sweet potatoes	1x
Maize meal	1x

PROTEIN DISH (BREAKFAST)

Cheese	1x
Eggs (boiled, fried)	1x
Eggs (scrambled)	1x
Mince	1x
Sausage	1x
Processed (eg. Polony, viennas)	1x
Fish/fish cakes/fish fingers	1x

Meat and Meat Substitute Exchanges – Low Phosphate C1

Food Item	Portion grams/ml	Measure
Beef stew, with vegetables	60g	¼cup
Bobotie, regular mince	40g	1 heaped TBS
Chicken, cooked without bones	30g	1 small drumstick
Chicken stew no skin, with vegetables	60g	¼ cup
Cottage pie, regular mince	50g	2 heaped DSP
Fish, medium fat, fried in oil	30g	size of small matchbox
Fish, white, battered fried in oil	30g	size of small matchbox
Fish, white, fried	30g	size of small matchbox
Lasagne, lean mince	75g	1 heaped LS
Meatball, regular mince	30g	1 small matchbox
Meat, cooked without bones, beef	30g	size of small matchbox
Minced meat, mutton	30g	3 level DSP
Mutton stew, with vegetables	60g	¼ cup
Patty, beef, grilled	40g	1 small
Spaghetti bolognese, lean mince	75g	1 heaped LS

BISCUITS AND BREAD

Item	Menu Normal diet for residents	Menu Diet for
Bread: brown/whole- wheat 1 slice roll/bun Scone/muf fin	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 100ml Custard (sweetened)	70-90g Baked pudding 100ml Custard (sweetened)
R	R

*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
R		-

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

<p>DIABETIC FRUIT PUREE 115g 20ml 35ml UNSWEETENED FRUIT JUICE 160ml</p>	<p>Diabetic canned fruit Apple juice (unsweetened) Evaporated milk Ceres /equivalent</p>
<p>LUNCH: SOUP 160ml SKIMMED MILK 160ml UNSWEETENED CLEAR FRUIT JUICE 160ml</p>	<p>Home made soup Skimmed milk Ceres /equivalent</p>
<p>15:00: SKIMMED MILK 160ml GLUCERNA 160ml DIABETIC FRUIT PUREE 115g 20ml 35ml</p>	<p>Skimmed milk Glucerna/Diabetic equivalent Diabetic canned fruit Apple juice (unsweetened) Evaporated milk</p>
<p>SUPPER: SOUP 160ml YOGURT 175ml 5ml UNSWEETENED FRUIT JUICE 160ml</p>	<p>Home made soup Diabetic Yogurt Sweeto/Drink-o-Pop/Equivalent Ceres /equivalent</p>
<p>22:00 SKIMMED MILK 160ml DIABETIC FRUIT PUREE 115g 20ml 35ml UNSWEETENED FRUIT JUICE 160ml</p>	<p>Skimmed milk Diabetic canned fruit Apple juice (unsweetened) Evaporated milk Ceres /equivalent</p>

DIABETIC DIET

The diet must be served according to the specified meal pattern and should have the following characteristics:

- controlled fat content, especially saturated fats and cholesterol
- restriction of simple carbohydrates
- high fiber content

Non-nutritive sweeteners may be used in moderate amounts to increase the palatability of the diet.

Food to avoid:

Food with a high fat content
Canned fish and meat
Coffee creamers
Salad dressings
Pies
Excessive amounts of sugar
Sweetened foods
Jam
Puddings with added sugar

The distribution of food exchanges between meals may differ from patient to patient, but the total number of different exchanges per day remains the same (e.g. a hospital may require an early morning snack e.g. National Hospital). For portion sizes refer to the food list attached.

In the case of a diabetic bland, diabetic soft, diabetic puree diet, or a combination of these diets, ½ cup of light low salt soup must be served for lunch and supper.

DIABETIC DIETS

MEAL PLAN	
BREAKFAST	
Meat exchanges	
Starch exchanges	
Fat exchanges	
Fruit exchanges	
Milk (ml)	
Tea/Coffee and milk*	
10:00	
Starch exchanges	
Fat exchanges and spread	
Fruit exchanges	
Tea/Coffee and milk*	
LUNCH	
Meat exchanges	
Starch exchanges	
Vegetable A exchanges	
Vegetable B exchanges	
Fruit exchanges	
15:00	
Starch exchanges	
Fat exchanges and spread	
Fruit exchanges	
Tea/Coffee and milk*	
SUPPER	
Meat exchanges	
Starch exchanges	
Vegetable A exchanges	
Fat exchanges	
Fruit exchanges	
22:00	
Meat exchanges	
Starch exchanges	
Fat exchanges and spread	
Fruit exchange or milk exchange	160ml milk
Tea/Coffee and milk*	

*300ml Skimmed milk is allowed for coffee and tea per day.

- Breakfast milk must be provided separately.
- Non-nutritive sweeteners sachets must be provided for all tea and porridge.
- Provita or low GI rusk or muffin must be provided once per day.
- A variety of spreads must be provided (**Marmite, Fish paste, Diabetic Jam and Sandwich spread**)
- Preference should be given to low glycemic index foods
- **Three different types of fruit per day must be served for snacks.**
- **Diabetic dishes must be low in Sodium.**

A NORMAL FULL LIQUID DIET / NORMAL LIQUID DIET

NORMAL A:

BREAKFAST: PORRIDGE DRINK 15g 150ml 0,5ml 5ml 5ml FRUIT JUICE 160ml Yogurt (without pips) 160ml		Maize-meal Full cream milk Salt Sugar Margarine Ceres /equivalent Yogurt fruit
10:00: YOGURT DRINK 90 ml 25 ml 25ml 5 g		Fruit yogurt Apple juice Evaporated milk Ensure or Equivalent
LUNCH: SOUP (160ml) MILKSHAKE 80ml 50ml 15g 5ml FRUIT JUICE 160ml JELLY AND CUSTARD 15g 125ml 7g 5ml 2,5ml		Home made soup Ice-cream Full cream milk Ensure or Equivalent Sugar Ceres /equivalent Jelly powder Full cream milk Custard powder Sugar Vanilla
15:00: YOGHURT DRINK 90ml 25ml 25ml 5g		Yogurt (fruit) Apple juice Evaporated milk Ensure or Equivalent
SUPPER: SOUP 160ml MAIZENA PORRIDGE 8g 130ml		Home made soup Maizena Full cream milk Egg

1 5ml 1ml 0.5ml JELLY (160ml) 15g	Sugar Vanilla Cinnamon <u>Ensure or Equivalent</u> Jelly powder
22:00: MILKSHAKE 80ml 50ml 15g 5ml 2,5ml	Ice-cream Full cream milk <u>Ensure or Equivalent</u> Sugar 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 Amasie/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.

ANNEXURE 10

NORMAL CLEAR LIQUID DIET C2

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

Schedule B

ANNEXURE B

COST PER MEAL AND REFRESHMENTS

INSTITUTION:

BID NO:

NAME OF BIDDER:

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

	MENU A ¹	MENU A ²	MENU A ³	MENU A ⁴	MENU A ⁵	MENU A ⁶
BREAKFAST	R	R	R	R	R	R
MID-MORNING	R	R	R	R	R	R
LUNCH	R	R	R	R	R	R
AFTERNOON	R	R	R	R	R	R
DINNER	R	R	R	R	R	R
LATE EVENING	R	R	R	R	R	R
TOTAL COST PER DAY	R	R	R	R	R	R
GRAND TOTAL COST PER DAY A1 up to A7	R					

B

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.

PI LIST OF MENUS

Menu A	:	Diet
Menu B	:	Unforeseen meal
Menu C	:	Picnic meal (“braai”) other
Menu HI	:	Diabetic
Menu HII	:	Bland diet
Menu HIII	:	Puree diet
Menu HIV	:	Low chol/ Low lipid
Menu HV	:	Low protein diet

Please note that these Menus are only Served when required

	MENU H i	MENU H ii	MENU H iii	MENU H iv	MENU H v
BREAKFAST	R	R	R	R	R
MID-MORNING	R	R	R	R	R
LUNCH	R	R	R	R	R
AFTERNOON	R	R	R	R	R
DINNER	R	R	R	R	R
LATE EVENING	R	R	R	R	R
TOTAL COST PER DAY	R	R	R	R	R

	PER DAY Per person	TOTAL COST
MENU B ¹	R	R
MENU B ²	R	R
MENU C ¹	R	R
MENU C ²	R	R
TOTAL COST PER DAY	R	R

PARTY PACK

MENU C1	TOTAL COST PER MENU PER PERSON	R	C
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NORMAL CLEAR LIQUID DIET C

MENU C2	TOTAL COST PER MENU PER PERSON	R	C
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Dietician: Sessional	NUMBER 1	Rates per Hour per person (As per Department of Labour rates) Two times a month	R	C

CALCULATION OF FIXED OVERHEAD COSTS

INSTITUTION:

BID NO:

PERIOD:

NAME OF TENDERER:

TENDERER'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		
TOTAL		R	R

GAS

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

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			

LIST OF MENUS

Menu A	:	Diet
Menu B	:	Unforeseen meal
Menu C	:	Picnic meal (“braai”) other
Menu HI	:	Diabetic
Menu HII	:	Bland diet
Menu HIII	:	Puree diet
Menu HIV	:	Low chol/ Low lipid
Menu HV	:	Low protein diet

SUMMARY OF ALL MENUS (ADD ALL TOTAL MENUS) AND FIXED OVERHEADS COSTS

MENUS PER PERSON	TOTALS
MENU A1- A6	
MENU B	
MENU C1	
MENU C2	
MENU HI-HV	
STAFF	
FOOD PARCEL	
GAS	
TOTAL PER PERSON	R

NAME OF BIDDER:.....

VALIDITY: 120 days

PLEASE NOTE THAT ALL PRICES ON SCHEDULE MUST **INCLUDE FIXED OVERHEAD COSTS** AND PRICE FOR **ALL MENUS** MUST BE INCLUSIVE OF VAT PER DAY PER PERSON.

FIXED OVERHEAD COSTS MUST BE BIDDED SEPARATELY.

THERAPEUTIC DIET SPECIFICATIONS

- 1 All therapeutic diets are served according to the meal pattern for normal diets, unless another meal pattern is provided by the institution. The food served for therapeutic diets should however be adjusted to satisfy the needs of the specific diet.
- 2 Coffee and tea, as in the normal meal pattern, shall be served to residents on therapeutic diets, unless otherwise specified.
- 3 If a meal pattern is provided for a special diet, the food list should be referred to for portion sizes.
- 4 Combination diets (e.g. Diabetic, low-salt, soft) must be considered as one diet and priced according to the more expensive part of the diet.
- 5 A specialized prescribed menu (“card diet”) may only be cost from the first meal in which the patient receives the prescribed diet to the last meal the patient receives the diet.
- 6 A one or three week cycle menu must be provided for each therapeutic diet by the successful bidder and agreed upon with the Department. The daily nutrient content (energy, protein, carbohydrate and fat) must be analyzed for each day of the menu cycle and be available to the Department within 1 month after the menus have been approved. Analysis must be done with the Food Fundi program.
- 7 If a combination diet is requested, the menu shall be worked out by the Dietitian of the successful Bidder and approved by the institution. A two-week cycle shall be supplied.
- 8 Miscellaneous items and specified recipes must be prepared according to the standards and recipes as specified.
- 9 If an equivalent product to the specified product is used, it must be acceptable to the Department. This also applies to tube feed products.
- 10 If more than 1 glass of juice is served per meal, two different types of juice shall be served.
- 11 All products shall be prepared according to manufacturer’s instructions, unless otherwise requested by the Dietitian of the institution.
- 12 Any of the therapeutic diets might be requested as a soft diet.

Schedule B

A¹. MID-MORNING PER PERSON	Per person
Coffee/tea / winter	2,3g
Milk	40 ml
Sugar	20g
Bread/homemade bread	2 slices
Margarine	2x8g
Filling II	See ration scale
Fruit juice puree/summer	250ml
Total	R

A². BREAKFAST PER PERSON	Quantity/per person
Porridge/ cereal	2 portions
Milk	100ml
Sugar	20g
Protein dish	1 portion
Bread	3 slices
Margarine/butter	16g
Jam	15 g
Coffee/tea	1,5-2,5g
Milk	40ml
Sugar	20g
Yoghurt 2 times weekly	125ml
Total	R

A³. LUNCH PER PERSON	Quantity/person
Protein dish	1 portion
Gravy	60 ml
Starch	1 portion
Vegetable/salad 1 or starch	1 portion
Vegetable/salad II	1 portion
Fruit	1 portion
Milk (summer)	250 ml
Coffee/tea (winter)	2,3g
Milk	40ml
Sugar	20g
Soup (winter)	125ml
Dessert: twice a week	
Total	R

A⁴. MID-AFTERNOON	Quantity/person
Milk/ Cool drink squash /summer	250 ml
Coffee/tea / winter	2,3g
Milk	40ml
Sugar	20g
Total	R

*Provide sweets twice a week. (suckers, marshmallows etc.)

QUANTITY: ± per person

A⁵. SUPPER	Quantity/person
Protein dish	1 portion
Gravy	60 ml
Starch	1 portion
Vegetable/salad	1 portion
starch	2 portion
Soup or beverage	200ml
Bread	2 slices
Margarine	16g
Jam	15g
Total	R
A⁶. LATE EVENING	Quantity/person
Milk/ Cool drink squash (summer)	250 ml
Coffee/tea (winter)	1,5-2,5g
Milk	40ml
Sugar	20g
Bread	3 slices
Margarine/spread, protein	16g 1portion
Filling II	1portion See ration scale
Total	R

MENU C1

ANNEXURE8

PARTY PACK	Quantity/person
Bread, Cake/Biscuits, muffin	4 portions
Margarine/butter	
Energy bar	50 g
Biltong (grated)	50g
Juice	250ml
Total	R

RATION SCALE: PORTION SIZES

BREAKFAST CEREALS/ PORRIDGE

ANNEXURE 9

All Bran Flakes	40g	
Corn Flakes	40g	
Rice Crispies	40g	
Oatmeal, uncooked	50g	
Grain sorghum, uncooked	50g	
Mealie meal, uncooked	50g	
Weet Bix	(2 cakes)	
Pronutro	40g	
	R	

GRAIN AND STARCH PRODUCTS

Bread: brown/ wholewheat		
8 slice	4	
roll/bun		
Pro Vitas/Cream crackers	3	
Rice/	30g	
Mealie rice/		
Pasta, uncooked		
Samp/	30g	
Pearl wheat,		
Uncooked		
Sweetcorn, frozen, uncooked	80g	
Baked beans/	100g	
Salad beans		
Dried beans/	30g	
Peas/ Lentils,		
Uncooked		
Potato uncooked/	120-150g	
Sweet potato,		
Uncooked	100g	
Pasta	150g	
Instant potato powder, uncooked	10g	
Dehydrated potato, uncooked	25g	
Dehydrated sweet potato, uncooked	25g	

*For adults 150g potato must be used for fried potato chips.

PROTEIN DISH

	With bone uncooked	Boneless Uncooked	
BREAKFAST			
Cheese		30gr	
Eggs (boiled, fried)		1 (large)	
Eggs (scrambled)		2	
Mince/Liver		100g	
Sausage		110g	
Processed (eg. Polony/viennas)		90g	
Fish/fish cakes/Fish fingers		100g	

LUNCH			
Stewing beef/mutton	180g	200g	
Mince		200g	
Pot-roast (beef/ mutton/pork)		170g	

Cutlets (mutton/pork)	200g			
Fish & lemon 1/2		150g		
Poultry	200-220g			
Steak/schnitzel		125-150g		

PROTEIN DISH

	With bone Uncooked	Boneless Uncooked		
SUPPER				
Processed		80gr		
Stewing beef/mutton	160g	200g		
Mince/liver		200g		
Fish		150g		
Poultry	200g			
Sausage		150g		
Cheese		30g		
Eggs		1		
Milk		250ml		

FRUIT

Strawberries:	fresh	125ml
Apricots:	fresh, medium canned dry	2x35g 5x15g 80g (cooked)
Apples:	fresh, small canned dry	1 100g 80g (cooked)
Grapes		65g
Guavas:	fresh, medium canned	85g 2x50g
Oranges:	fresh, medium	1
Litchies:	fresh	10
Mango:	without fibre	1
Pawpaw:	fresh	100-110g
Pears:	fresh, small canned dry	1 2x50g 80g (cooked)
Peaches:	fresh, medium canned dry	1 2x50g 80g (cooked)
Grapefruit:	fresh, large	1 half
Plums:	fresh, medium	2x60g
Pineapple:	fresh canned	100g without skin 100g
Melon:	fresh	100g without skin
Watermelon:	fresh	90-100g without skin
Raisins:		30g
Bananas:	fresh	1
Stewed dried fruit (cooked)		90g
Lemon	fresh	1

VEGETABLES (edible mass)

Baby marrows (fresh, frozen)	75g
Gallic & Ginger	100g
Beetroot (fresh, canned)	120g
Lettuce	40g
Cauliflower (fresh, frozen)	80g
Butternut (fresh)	100g
Mix vegetables (frozen, canned)	90g
Green beans (fresh, frozen, canned, dehydrated)	80g
Green peas (frozen)	85g
Corn (frozen canned)	75g
Cucumber	90g
Cabbage Fresh (salad) Fresh (cooked) Dehydrated	40g 80g 80g
Squash (with skin)	100g
Pumpkin	90g
Spinach (fresh, dehydrated)	90g
Tomatoes (fresh as salad)	100g
Carrots (fresh, salad, frozen, canned, dehydrated)	75g

BREAKFAST SIDE DISHES

Tomato slices/wedges	30g
Lemon wedge	30g
Tartar sauce	1 sachet
Tomato and onion stew	60ml
Rasher bacon	20g
Grated cheese	15g
Mayonnaise/chutney/tomato sauce	1 sachet
Lettuce	10g
Pineapple slices	30g

SANDWICH FILLINGS

Filling 1 (protein filling)	
Scrambled egg	1
Cheese	30g
Meat/fish/poultry	30g
Meat/fish/poultry spread (home-made)	30g
Filling 2	
Bovril/Marmite	5g
Fishpasta	10g

Sandwich spread	10g
Jam/syrup/honey	10g

CONDIMENTS

	Daily allowance/person
Salt	3 sachets
Pepper	3 sachets
<ul style="list-style-type: none"> ▪ Tomato sauce/ ▪ Worcestershire sauce/ ▪ Mayonnaise/ ▪ Chutney/ ▪ Mustard 	1 sachet
<p>❖ Must be provided to co-incide with items on the normal Diet menu and must be indicated on the approved menus.</p>	

KITCHEN USAGE

Item	Daily / Person	Weekly/Person
Dried/canned fruit		50g
Margarine/ Butter	10g	
Mayonnaise/Salad Cream		50ml
Cooking oil	10ml	
Skimmed milk powder	10g	
Sugar/ Brown sugar	15g	
Tomato sauce/ Chutney/ Worcestershire sauce		50ml
Flavouring	5ml	
Jelly powder/instant pudding		20g
Jam		15g
Legumes/TPP (dry)		45-60g
Eggs, fresh, extra large		2
Cheese		40g
Vinegar		10ml
Baking powder		5g
Curry powder		5g
Herbs and spices	2,5g	
Salt	8g	
Pepper	0,5g	
Cake flour/ sago/ Custard powder		120/80/60g
Cream/evaporated-/condensed milk		25/50/30ml
Tomato Puree/ Tomato paste		20/10g
Meat extract (100g= 2,51 home-made)		25g
Potatoes		400g (uncooked)
Bacon		20g
Marmite		10g

DISTRIBUTION (FREQUENCY/WEEK)

BREAKFAST CEREALS/PORRIDGE B1

All Bran flakes/ Rice Crispies/ Corn flakes	1 x /2 weeks
Mealie meal/ soft porridge	5x
Oatmeal	1x /2 weeks
Matabella	1 x
Weet Bix	1 x
Pronutro	1 x

GRAIN AND STARCH PRODUCTS (Lunch and supper) B2

Rice	1x
Mealie rice	3x
Samp and beans	4x
Potatoes	4x
Sweet potatoes	1x
Maize meal	1x

PROTEIN DISH (BREAKFAST)

Cheese	1x
Eggs (boiled, fried)	1x
Eggs (scrambled)	1x
Mince	1x
Sausage	1x
Processed (eg. Polony, viennas)	1x
Fish/fish cakes/fish fingers	1x

Meat and Meat Substitute Exchanges – Low Phosphate C1

Food Item	Portion grams/ml	Measure
Beef stew, with vegetables	60g	¼cup
Bobotie, regular mince	40g	1 heaped TBS
Chicken, cooked without bones	30g	1 small drumstick
Chicken stew no skin, with vegetables	60g	¼ cup
Cottage pie, regular mince	50g	2 heaped DSP
Fish, medium fat, fried in oil	30g	size of small matchbox
Fish, white, battered fried in oil	30g	size of small matchbox
Fish, white, fried	30g	size of small matchbox

Lasagne, lean mince	75g	1 heaped LS
Meatball, regular mince	30g	1 small matchbox
Meat, cooked without bones, beef	30g	size of small matchbox
Minced meat, mutton	30g	3 level DSP
Mutton stew, with vegetables	60g	¼ cup
Patty, beef, grilled	40g	1 small
Spaghetti bolognese, lean mince	75g	1 heaped LS

BISCUITS AND BREAD

Item	Menu Normal diet for residents	Menu Diet for
Bread: brown/whole- wheat 1 slice roll/bun Scone/muf fin	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 100ml Custard (sweetened)	70-90g Baked pudding 100ml Custard (sweetened)
R	R

*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
R		-

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 Chicken stew	2X 1X	3X 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 150ml 0,5ml		Maize-meal Skimmed milk Salt
UNSWEETENED FRUIT JUICE 160ml SKIMMED MILK 160ml		Ceres /equivalent Skimmed milk
10:00: GLUCERNA 160ml DIABETIC FRUIT PUREE 115g 20ml 35ml UNSWEETENED FRUIT JUICE 160ml		Glucerna/Diabetic equivalent Diabetic canned fruit Apple juice (unsweetened) Evaporated milk Ceres /equivalent
LUNCH: SOUP 160ml SKIMMED MILK 160ml UNSWEETENED CLEAR FRUIT JUICE 160ml		Home made soup Skimmed milk Ceres /equivalent
15:00:		

SKIMMED MILK 160ml GLUCERNA 160ml DIABETIC FRUIT PUREE 115g 20ml 35ml	Skimmed milk Glucerna/Diabetic equivalent Diabetic canned fruit Apple juice (unsweetened) Evaporated milk
SUPPER: SOUP 160ml YOGURT 175ml 5ml UNSWEETENED FRUIT JUICE 160ml	Home made soup Diabetic Yogurt Sweeto/Drink-o-Pop/Equivalent Ceres /equivalent
22:00 SKIMMED MILK 160ml DIABETIC FRUIT PUREE 115g 20ml 35ml UNSWEETENED FRUIT JUICE 160ml	Skimmed milk Diabetic canned fruit Apple juice (unsweetened) Evaporated milk Ceres /equivalent

SOFT DIET

The mechanical soft diet is a normal diet that is modified only in texture for ease of mastication. The diet is soft in consistency and contains no harsh fiber. The addition of extra bran to the food can be requested by the institution.

Foods to avoid:

Grilled or roasted meat
Nuts
Whole grain products
Hard, uncooked vegetables
Hard types of fruit and fruit containing pips
Any other food that is not soft in texture
Gas forming food

PUREE DIET

The diet mainly consists of liquidized or sifted food and liquids. The patient must be able to swallow the food without chewing it.

Foods to avoid:

Any solid food that is not ground or pureed.

Only one slice of bread with butter/ margarine and jam with breakfast and supper should be provided.

BLAIND DIET / LIGHT DIET

The diet excludes food that can cause hyper secretion of gastric acid or irritate the gastric mucosa. Food must be lightly flavored, be easily digestible and not fried in fat or oil. Gas forming food or food with a sharp taste, e.g. food from the cabbage-family must be omitted.

Foods to avoid:

Very rough or coarse food
Strongly flavored seasonings and condiments such as tomato sauce, pepper, barbecue sauce, mustard and vinegar
Meat extract
Coffee, tea, alcohol and cocoa (Rooibos tea is allowed)
Salad dressings
Highly seasoned, cured or smoked meats
Gas-forming and raw vegetables
Dried peas and beans (legumes)
Very coarse cereals such as bran

Potato chips and fried potatoes
Strongly flavored cheese
Chocolate
Highly refined foods

FIBER-RESTRICTED DIET

The diet excludes food with a higher fiber content

Foods to avoid:

Rough or coarse food
Whole grain products
Fruit and vegetables (except juice)
Meat with tough connective tissue
Legumes, seeds and nuts
Gas-forming vegetables

LOW-RESIDUE DIET

The diet consists of foods that are very low in dietary fiber. Foods that are omitted include those of moderate and high fiber content as well as those foods that are believed to increase the fecal residue despite the low content of fiber.

3 Snacks must be provided per day (each snack must contain 3 Cream crackers with spread)

Foods to avoid:

Milk and milk products
Food containing milk and milk products
Very rough or coarse food
Whole grain products
Bran
Fruit (except juice)
Meat with tough connective tissue
Highly seasoned, cured or smoked meat
Legumes, seeds and nuts
Gas-forming vegetables
Strongly flavored cheese
Strongly flavored seasonings and condiments
Potato chips and fried potatoes

The diet must be supplied as a seven-day diet, with increased residue levels as agreed with the institution.

LOW RESIDUE, DIABETIC DIET

(See criteria for LOW RESIDUE DIET as well as DIABETIC DIET).

The diet should supply 8000kJ per day.

MAIZE PORRIDGE WITH MILK DIET

Serve Maize porridge and milk 3 times per day.

250 ml Maize porridge - Breakfast soft porridge, Lunch and Dinner Stiff porridge
150 ml Milk
20 g Sugar
160 ml Fruit juice

Serve Tea and coffee as Normal diet

SODIUM RESTRICTED DIET

The diet is restricted in sodium content to different degrees and must be restricted according to the needs of the patient. Sources of dietary sodium are table salt, foods to which salt or sodium compounds have been added, and foods that inherently contain sodium. **Sodium free** soup, -porridge and other food must be provided for residents as required.

Low sodium gravy must be provided with lunch and Dinner.

Foods to avoid:

Salt

Vegetable salts and flakes
Seasonings containing sodium
Bicarbonate of soda
Food preserved with sodium compounds
Smoked, processed or cured meats and fish, such as ham, bacon corned beef, cold cuts, frankfurters, and sausage.
Vegetable- and meat extracts, bouillon cubes and meat sauces
Salted foods, such as potato chips
Prepared condiments, relishes, Worcestershire sauce, tomato sauce, mustard
Butter, cheese and peanut butter unless prepared without salt

GLUTEN-RESTRICTED AND PRESERVATIVE FREE DIET

The diet eliminates gluten, which is found in wheat, rye and barley as well as any form of preservatives or coloring, to prevent allergic reactions. Alternatives for food containing gluten must be supplied, e.g. gluten-free bread or rice cakes.

Foods to avoid:

All breads, cakes, cereals and commercial products containing wheat, rye, oats barley, malt or buckwheat.
Malted milk and commercial chocolate drinks
Regular noodles, spaghetti and macaroni
Processed meats that contain wheat, rye, oats or barley
Creamed vegetables and vegetables canned in sauce
Soup mixes and bouillon
Any food containing, or prepared with items containing preservatives or coloring.

LACTOSE/GALACTOSE-FREE DIET

Lactose restriction limits milk and milk products according to individual tolerance.

Foods to avoid:

Milk and milk products
Food containing milk or milk products
Breads, cereals, cakes and cookies containing milk or milk products.
Cream soups and salad dressings containing lactose
Ice-cream, pudding mixes, instant potatoes and mashed potatoes prepared with milk
Butter, margarine and peanut butter, containing milk solids
Any product containing milk solids or lactose

EGG-FREE DIET

The egg-free diet excludes eggs and any food or food items containing eggs or egg whites.
Diet is for allergy residents.

- This diet might be requested as a soft diet.

PURINE-RESTRICTED DIET

The diet excludes food with a high purine content.

Foods to avoid:

Yeast
Meat extracts
Gravy
Minced meat
Organ meats: kidney, liver
Sardines
Green beans
Peas
Mixed vegetables
Tomatoes
Fruit juices with pips
Vinegar

Provide moderately:

Red meat (maximum three times a week)
Fish
Poultry
Lentils
Spinach
Asparagus
Mushrooms
Cauliflower
Oatmeal

MAO DIET

The MAO diet is used for residents on monoamine oxidase inhibitors. Tyramine containing foods are restricted in this diet.

Foods to avoid:

Cheese and wine
Fermented or aged food
Food containing yeast or cheese
Sour cream
Bananas
Prunes
Avocados
Raisins
Liver
Canned meat
Yeast extracts
Salami and sausages
Marmite, soy sauce and commercial gravies or meat extracts.
Yogurt
Canned, salted fish
Figs

VMA DIET

The VMA diet is a test-diet and requires the exclusion of certain foods.

Foods to avoid:

Foods containing vanilla: custard, ice cream, cakes, cookies, milkshakes, vanilla flavored milk or supplements e.g. ENSURE / Equivalent

Foods containing cocoa: chocolates, chocolate drinks, chocolate cake, chocolate pudding, chocolate tarts.

Food with a high vitamin C content: tomato, citrus fruits, guavas, papaw, cabbage, cauliflower, Brussels sprouts, broccoli, green pepper, food enriched with vitamin C.

Other foods: bananas, prunes, raisins, avocados, nuts, coffee, and tea.

Allowed: Rooibos tea

PROTEIN CONTROLLED AND SODIUM AND/OR POTASSIUM AND/OR PHOSPHORUS RESTRICTED DIET

The diet is controlled in protein and minerals and must be supplied according to the meal pattern for a low protein diet. The protein content of the diet is controlled by means of the meal pattern and the mineral restriction by the type of food chosen in the meal pattern. The dietary guidelines for sodium restriction are applicable. For portion sizes refer to the food list attached.

GUARANTEE (SURETYSHIP)

(Par. 14.1 of the Bid Conditions)

WHEREAS:

a) **The Free State Social Development**

.....
(hereinafter referred to as the “Department”) has entered into a

catering agreement with

Of (address)
(hereafter referred to as the “Caterer”) for catering services to be

rendered at for
three years, which agreement, in all respects, forms part of this guarantee as if
incorporated herein;

and

b) the Caterer is obliged in terms of the said agreement to furnish the Department with a
guarantee in an amount of R..... (which represents 2.5% of the estimated
contract price for one year) for the due fulfillment by the Caterer of his/its obligations
under the said agreement;

and

c) (Name of Bank or Insurance Company)

..... and
address

.....
hereinafter referred to as the “Guarantor” is prepared to furnish the aforesaid
guarantee.

NOW THEREFORE, the Guarantor, hereby binds itself as surety and co-principal debtor in
solidum for the due fulfillment by the Caterer of all its obligations in terms of the aforesaid

agreement and should the Caterer fail to carry out any of the said obligations, the Guarantor
undertakes to pay on demand to the Department at

the aforesaid sum of R.....

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.

❖ General Conditions of Contract (GCC)- not to be returned as part of the submission

SECTION 4

GENERAL

CONDITION

OF

CONTRACT

GCC

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

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67.	National Industrial Participation Programme (NIPP)
68.	Prohibition of restrictive practices

<p><i>General Conditions of Contract.</i></p> <p>Definitions</p>	<p>8. The following terms shall be interpreted as indicated:</p> <p>8.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>8.2 “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.</p> <p>8.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>8.4 “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.</p> <p>8.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>8.6 “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.</p> <p>8.7 “Day” means calendar day.</p> <p>8.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>8.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>8.10 “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.</p> <p>8.11 "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.</p> <p>8.12 "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.</p>
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	<p>1.26 “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.</p> <p>1.27 “GCC” means the General Conditions of Contract.</p> <p>1.28 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.29 “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.</p> <p>1.30 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.31 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.32 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.33 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.34 “Purchaser” means the organization purchasing the goods.</p> <p>1.35 “Republic” means the Republic of South Africa.</p> <p>1.36 “SCC” means the Special Conditions of Contract.</p> <p>1.37 “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.</p> <p>1.38 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and</p>

		the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.4	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.5	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.3	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.
	3.4	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.
1. Use of contract documents and information; inspection	5.5	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.
	5.6	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.
	5.7	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.
	5.8	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	7.4	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.
	7.5	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.
	7.6	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:

	<p>(c) 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</p> <p>(d) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.9 All pre-bidding testing will be for the account of the bidder.</p> <p>8.10 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.</p> <p>8.11 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.</p> <p>8.12 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.</p> <p>8.13 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.</p> <p>8.14 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.</p> <p>8.15 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.</p> <p>8.16 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.</p>
9. Packing	<p>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,</p>

	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental services	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (i) in the event of termination of production of the spare parts: (ii) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (iii) 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
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.
	21.4	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.
	21.5	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:

	<p>(d) 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;</p> <p>(e) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(f) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>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.</p>
24. Anti-dumping and countervailing duties and rights	<p>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 favorable 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</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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</p>

	<p>mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2 the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.3 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</p> <p>31.4 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.</p>
32. Taxes and duties	<p>32.4 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.5 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.6 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.</p>

33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>34.4 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).</p> <p>34.5 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.</p> <p>34.6 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.</p>

ANNEXURE 11

GUARANTEE (SURETYSHIP)

(Par. 14.1 of the Bid Conditions)

WHEREAS:

b) **The Free State Social Development**

.....
(hereinafter referred to as the “Department”) has entered into a

catering agreement with

Of (address)
(hereafter referred to as the “Caterer”) for catering services to be

rendered at for
three years, which agreement, in all respects, forms part of this guarantee as if
incorporated herein;

and

- b) the Caterer is obliged in terms of the said agreement to furnish the Department with a
guarantee in an amount of R..... (which represents 2.5% of the estimated
contract price for one year) for the due fulfillment by the Caterer of his/its obligations
under the said agreement;

and

- c) (Name of Bank or Insurance Company)

..... and

address

.....

hereinafter referred to as the “Guarantor” is prepared to furnish the aforesaid
guarantee.

NOW THEREFORE, the Guarantor, hereby binds itself as surety and co-principal debtor in
solidum for the due fulfillment by the Caterer of all its obligations in terms of the aforesaid

agreement and should the Caterer fail to carry out any of the said obligations, the Guarantor
undertakes to pay on demand to the Department at

.....
the aforesaid sum of R.....

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.

❖ General Conditions of Contract (GCC)- not to be returned as part of the submission

FSDSD (T) 001/2022: APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE CATERING AND RELATED SERVICES AT THE DEPARTMENTAL INSTITUTIONS FOR THE FREE STATE DEPARTMENT OF SOCIAL DEVELOPMENT FOR PERIOD OF (03) THREE YEARS – MATETE MATCHES-FEZILE DABI DISTRICT

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.

6. 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;
7. 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;
8. 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;
9. 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
10. 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: _____