



**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF WESTERN CAPE GOVERNMENT HEALTH**

BID NUMBER: **WCGHSC0097/2024**

CLOSING DATE: **FRIDAY, 13 September 2024**

CLOSING TIME: **11:00**

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL (MMH) UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A THREE-YEAR PERIOD.**

Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign bidding documents, certificates, questionnaires and specification forms may invalidate the bid. **The date stamp on each page is for official use and not for completion by bidders.**

Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. These conditions also apply to **a bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** in the foyer of the Western Cape Government Building **next to the Cape High Court** at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **24 hours a day, 7 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Trevor Damons at (021) 483 2550 for assistance during office hours.

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the bidder accompanied by an explanatory letter. **No bidders' names or prices will be read out** after closing time when the bid box is opened, and bids are removed by Sourcing officials.

All bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing. **Bidders already registered on the CSD** must have **confirmation of their registration** AND **ensure that their status is up to date** prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

**Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on CSD prior to bidding.**

**Central Supplier Database self-registration only:** [www.csd.gov.za](http://www.csd.gov.za)

**Contact email:** [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za)

**Where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. All other mandatory documents held on the CSD will be accepted by the Department of Health (WCGH) for consideration of formal bids.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

**The successful bidder will be required to complete and sign a written contract form (WCBD7.1).**

Please refer all technical/specification enquiries to **Mr Elton Swanepoel** at telephone no. **(021) 659 5567** or email [elton.swanepoel@westerncape.gov.za](mailto:elton.swanepoel@westerncape.gov.za).

**The date stamp at the bottom of each page is for official use only and not for completion by bidders.**

  
C Munnik  
^ HEAD OF DEPARTMENT

DATE: 16/08/2024

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

13 September 2024

1)..... 2) .....

SIGNED

SIGNED

PART A  
INVITATION TO BID

## ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

The WCG is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to continuously conduct itself with integrity and with proper regard for ethical practices.

The WCG has a zero-tolerance approach to acts of fraud, theft and corruption by its officials and any service provider conducting business with the WCG.

The WCG expects all its officials and anyone acting on its behalf to comply with these principles to act in the best interest of the WCG and the public at all times.

The WCG is committed to protecting public revenue, expenditure, assets and reputation from any attempt by any person to gain financial or other benefit in an unlawful, dishonest or unethical manner.

Incidents and suspicious activities will be thoroughly investigated and where criminal activity is confirmed, responsible parties will be prosecuted to the full extent of the law.

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH

Bid no	WCGHSC0097/2024	Closing date: Friday	13 September 2024	Closing time	11:00
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Description	Provision of a comprehensive catering service to Mowbray Maternity Hospital for a 3-year period
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## BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The foyer of the main entrance, Western Cape Government Building (next to Cape High Court)

Junction of Dorp and Keerom Streets, Cape Town 8001

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

Contact person	Trevor Damons
Telephone no	(021) 483 0695
E-mail address	trevor.damons@westerncape.gov.za

## TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

Contact person	Elton Swanepoel
Telephone no	(021) 659 5567
E-mail address	elton.swanepoel@westerncape.gov.za

## SUPPLIER INFORMATION

Name of bidder				
Postal address				
Street address				
Telephone no	Code		Number	
Cellphone no				
Facsimile no	Code		Number	
E-mail address				
Vat registration no				
Supplier compliance status	CSD registration no.	↓		
	MAAA			

## WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

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Supplier compliance status

B-BBEE status level verification certificate [Tick applicable box]  
☐ Yes ☐ No

B-BBEE status level sworn affidavit [Tick applicable box]  
☐ Yes ☐ No

If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)

[Tick applicable box]  
☐ Yes ☐ No

## [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED WITH A COMPLETED 6.1 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 B3]
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## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE ANSWER TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS). IF NOT, REGISTER AS PER 2.2 BELOW.

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1.</b>	<b>BID SUBMISSION REQUIREMENTS</b>
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 (not re-typed) forms provided, or in the manner prescribed in the bid document.
1.3	This bid is subject to the preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
1.4	<b>The successful bidder will be required to fill in and sign a written contract form (WCBD7).</b>
<b>2.</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Application for Tax Compliance Status (TCS) may be made via e-Filing through the SARS website, <a href="http://www.sars.gov.za">www.sars.gov.za</a>
2.3	Bidders may also submit a printed TCS certificate with a result summary page (downloaded from e-filing) together with the bid.
2.4	In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate and CSD number as mentioned in 2.2 above.
2.5	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
<b>NB:</b>	<b>FAILURE TO PROVIDE/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID</b>
<p>SIGNATURE OF BIDDER: .....</p> <p>CAPACITY UNDER WHICH THIS BID IS SIGNED: .....</p> <p>(Proof of authority, e.g., company resolution, must be submitted)</p> <p>DATE: .....</p>	

<b>WESTERN CAPE GOVERNMENT: HEALTH</b>	
DIRECTORATE: SUPPLY CHAIN	
(G & S SOURCING)	
BID OPENED 11:00	
<b>13 September 2024</b>	
1).....	2) .....
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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

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**WESTERN CAPE GOVERNMENT: HEALTH**  
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**NOTE:**

Please index the required **annexures** in the order as above and add them after the last documents in your bid offer with page separators in-between.

Please insert **any other compulsory forms** (BEE certificates, etc.) where they are specified or requested in the bid document.

**WESTERN CAPE GOVERNMENT: HEALTH**  
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## DEFINITIONS

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the following definition of words will apply:

<b>Authority:</b>	Persons authorized to instruct the contractor about specified and agreed contract requirements. Authorized persons are the head of clinical services, doctors and the dietician.
<b>Bid</b>	A written offer, in prescribed format, from a prospective service provider, to provide services to an end-end-user.
<b>Bidder:</b>	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
<b>Catering facilities:</b>	The premises made available by the client in which the contractor shall perform the catering services in terms of the provisions of this agreement.
<b>Catering manager:</b>	The member of the contractor's management designated to liaise with the institution's contract manager about all catering and related services.
<b>Catering staff:</b>	Staff involved in food preparation, provided by the contractor for the duration of this agreement as explained further on in this document.
<b>Contract:</b>	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract (GCC), which form the basis of the agreement resulting from the acceptance of a bid.
<b>Contract manager:</b>	The designated appointed manager for the Department of Health, Western Cape Government assigned to review project effectiveness and compliance with the Service Level Agreement, and to monitor the serving of meals to patients and health and safety rules and regulations.
<b>Contractor</b>	The successful bidder/service provider by whom the specified catering service will be provided subject to all the terms and conditions embodied in the bid.
<b>Department of Health and Wellness, Western Cape Government</b>	The Department of Health and Wellness, Western Cape Government who invited the bid, under whose control Mowbray Maternity Hospital resorts.
<b>End-user</b>	The institution that requires provision of a specialized outsourced service to fulfil a need for which it does not have the in-house capacity, and who retains the services of a contractor to carry out such service(s) in accordance with an agreed contract.
<b>Equipment:</b>	All furniture, fixtures, fittings, appliances, catering or any other item of equipment which the contractor might reasonably require in the performance of its duties.
<b>Food guidelines:</b>	A guideline of food types, quantities and quality supplied by the contractor for bid and evaluation purposes only, upon which bid prices must be based and which is to be paid for an individual client.
<b>Food invoice:</b>	The draft invoice format which forms the basis of all accounting for moneys payable by the hospital for the catering service provided by the contractor.
<b>Food service staff:</b>	Staff involved in the serving of food, provided by the contractor for the duration of this agreement.
<b>Food specifications:</b>	The schedule of food types, quantities and quality supplied per meal and menu cycle to patients, to which the contractor must adhere in all respects, and for which Mowbray Maternity Hospital must pay.



**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

DEFINITIONS		
For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the following definition of words will apply:		
<b>General Contract</b>	<b>Conditions of</b>	An explanatory annexure detailing the general rights and obligations of entities conducting business with government, which forms part of the bid specification.
<b>Hospital:</b>		Mowbray Maternity Hospital as represented by its management
<b>Institutions:</b>		Institutions/hospitals/ health facilities under the control of the Department of Health, Western Cape Government, including Mowbray Maternity Hospital, who are participants in a bid and on whose behalf certain services are arranged.
<b>Interpretation</b>		Words referring to the singular also include the plural and vice versa, where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
<b>Kitchen/s:</b>		Main kitchen/food service unit and ward kitchens.
<b>Management staff:</b>		Any management staff provided by the contractor for the duration of this agreement.
<b>Mandatory</b>		A term which refers to an obligation (also <b>shall/should</b> and <b>must</b> ) or legal requirement.
<b>May (aux verb)</b>		An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc
<b>Ration scale:</b>		A list of unprocessed and processed foods and drinks expressed in quantities/portion sizes required per person per day or week to meet the Recommended Daily Allowances (RDA) for energy and all other nutritional requirements of a specific group of clients.
<b>Service</b>		The outsourced provision of catering at Mowbray Maternity Hospital in accordance with the specified duties, responsibilities and conditions detailed in this document.
<b>Specification</b>		A document detailing proposed services to be provided in terms of the contract.
<b>Status quo</b>		The condition or state of affairs of the bidder and bidding organisation as at the date of bid.
<b>State, Government, Department:</b>		The Republic of South Africa and/or Government Department/Western Cape Government/Western Cape Department of Health and Wellness according to the context of the sentence in which it appears.
<b>Validity date:</b>		Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. This bid shall be valid for 90 days from the closing date. Validity dates can be extended in agreement with bidders if bids are not concluded within 90 days.
<b>Western Cape Government Health &amp; Wellness</b>		<b>Abbreviated as 'WCGHW'</b> , previously known as the Department of Health, Western Cape Government, this is the provincial government body who invited the bid, under whose control MPH resides.

**WESTERN CAPE GOVERNMENT: HEALTH**

DIRECTORATE: SUPPLY CHAIN

(G & S SOURCING)

BID OPENED 11:00

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Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and MUST refer to the relevant corresponding paragraph below in each case.

Para	Section 1 - Introduction	Details of offer
<b>1.1</b>	<b>SCOPE:</b>	
1.1.1	This specification establishes the requirements for the provision and operation of all food and related facilities and services, including a proposal for <b>a 21-day/3-week cycle menu</b> (21-day summer menu, 21-day winter menu) at MMH <b>for a 3-year period</b> , in accordance with the service described further on.	
1.1.2	The bid will be subject to the <b>General Conditions of Contract (GCC)</b> of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.	
<b>1.2.</b>	<b>VALIDITY PERIOD</b>	
1.2.1	This bid shall be valid for <b>90 days</b> from the closing date. If <b>a bidder withdraws his offer</b> during this period, and a <b>less favourable bid</b> has to be <b>accepted</b> as a result, the bidder will be liable to <b>compensate</b> Mowbray Maternity Hospital.	
<b>1.3.</b>	<b>CONTRACT PERIOD</b>	
1.3.1	This agreement between WCHW and the service provider will become effective on <b>the day on which it is signed</b> , or the <b>first day of the following month</b> , unless otherwise provided in the agreement.	
1.3.2	This agreement will remain in force for <b>three years</b> and terminate on the <b>last calendar day of the thirty-sixth month</b> after the commencement date, with an option to extend the contract for a period as determined by WCHW, after which fresh bids will be invited.	
<b>1.4.</b>	<b>GENERAL</b>	
1.4.1	The bid will be subject to the <b>General Conditions of Contract (GCC)</b> of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.	

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DIRECTORATE: SUPPLY CHAIN  
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Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 2 - Service specification	Details of offer
<b>2.1</b>	<b>OVERVIEW:</b>	
2.1.1	The envisaged food service provides for the establishment, management and operation of <b>Halaal</b> facilities and food services, including a full hostess service from kitchen to ward to patient, on a twenty-four-hour basis or as mutually agreed to by the parties, for all <b>hospital in-patients</b> , for MMH's account.	
2.1.2	All <b>patient food services</b> paid in full by MMH must comply with the requirements of <b>Section 3, Catering and Food Specification</b> . The bidder shall offer different types of <b>patient meals</b> in accordance with the contents of each category specified in Section 3, and the bid prices provided in the bidder's <b>WCBD3.2</b> forms.	
2.1.3	Based on the requirements in the pricing schedules, forms <b>WCBD3.2</b> , and the diet information supplied in Section 3, Catering and Food Specification, bidders must calculate a bid price per proposed meal served per patient per day in the format supplied in the pricing schedules.	
2.1.4	Dietetics services must be provided <b>once a month</b> to ensure that all the menus for special diets are compliant with the National Food Service Policy and associated volumes, that the portion sizes and meals served are correct.	
2.1.5	(i) Therapeutic meal as detailed in Section 3, Catering and Food Specification, will be provided to <b>hospital in-patients</b> , according to 21-day summer and winter menu cycles. (ii) Traditionally, a special meal at no additional cost is also provided as an option during <b>Easter</b> and on <b>Christmas and New Year's</b> days.	
2.1.6	The sale and use of cigarettes and alcohol is excluded from the scope of the service and is expressly prohibited.	
2.1.7	MMH will monitor mealtimes and a fine per meal will be imposed if the service provider does not adhere to prescribed mealtimes.	
2.1.8	MMH shall advise the service provider of the anticipated participation of patients daily by furnishing diet sheets/orders <b>every morning on or before 7:15</b> , while late admissions/discharges will be telephoned through. A <b>20% tolerance</b> above or below the numbers furnished shall be allowed. The meals provided daily shall be recorded in accordance with the form specified in <b>Annexure E1</b> .	
2.1.9	<b>Staff and visitors</b> are NOT provided with subsidized meals from the Main Kitchen. If the <b>management staff of the service provider</b> is entitled to any meal per shift, such cost will be for the account of the service provider.	
2.1.10	Should additional food services, e.g., meals for official functions and meetings be required from time to time, the service provider may be given an opportunity to quote for these occasions, along with other prospective service providers. However, MMH is under no obligation to use the service provider exclusively. For such functions, the service provider shall adhere to the guidelines of <b>Circular H86/2017</b> issued by the Department's Directorate Facility Based Programmes (Provincial Nutrition), attached as <b>Annexure G</b> .	

**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

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Para	Section 2 - Service specification	Details of offer
<b>2.2</b>	<b>PREMISES AND FOOD SERVICE EQUIPMENT:</b>	
2.2.1	<b>Duties and obligations of the hospital:</b>	
2.2.1.1	MMH shall provide existing food services premises, furniture, fixtures and equipment including stoves (gas, steam or electrical) and a dishwasher, to the service provider in a good, clean and working condition.	
2.2.1.2	MMH shall supply electrical power, gas or steam and hot and cold water for cooking, cleaning, refrigeration and freezing. A spot fine per incident will be imposed if any taps are found running unnecessarily, or if any electrical appliance is left on, but is not in use.	
2.2.1.3	MMH shall provide access to (a) dedicated telephone(s) for internal calls only, to enable the service provider to provide an efficient service. <b>No speed-dials will be created.</b>	
2.2.1.4	MMH shall ensure the availability of ablution facilities, free of charge, to the service provider's staff at/near the service areas detailed further on.	
2.2.1.5	MMH shall be under no obligation to provide housing or accommodation on or near its premises for staff employed by the service provider.	

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN  
 (G & S SOURCING)  
 BID OPENED 11:00

**13 September 2024**

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Para	Section 2 - Service specification	Details of offer
<b>2.2</b>	<b>PREMISES AND FOOD SERVICE EQUIPMENT:</b>	
2.2.2	<b>Duties and obligations of the contractor:</b>	
2.2.2.1	The service provider shall be responsible for the payment of all applicable rates and service charges for the proper operation and management of the catering service (e.g., overheads, etc.).	
2.2.2.2	The service provider shall be responsible for providing its own <b>cellphone communication</b> to enable external calls to be made, as well as the required computer, printer and internet requirements, if applicable, for the proper operation and management of the catering service for the duration of the contract period.	
2.2.2.3	The service provider shall be responsible for supplying the following <b>kitchen equipment, crockery, cutlery, food-preparation and serving utensils</b> in accordance with MMH's minimum specified on-site stock levels:	
(i)	<b>Kitchen equipment</b>	<b>Min stock level on-site</b>
	Mobile bin, white, <b>25 litre</b>	6
	Insulated food server trolley to transport <b>30 dinner plates</b> with domes The trolleys must be able to move within the infrastructure of the hospital.	8
	Air-pot/vacuum flask, stainless steel, <b>3 litre</b>	5
	Bains Marie, stainless steel	4
	Hot water urn, <b>25 litre</b>	3
	Food thermometer	3
	Industrial microwave oven, <b>40 litre</b>	1
	Industrial platform scale	1
	Food tray wrapping machine/industrial wrapper with cling wrap	1
(ii)	<b>Crockery</b>	<b>Min stock level on-site</b>
	Dinner plate, white, , porcelain 23 cm diameter	200
	Side plate, white, ,porcelain 16 cm diameter	200
	Cereal bowl, white, ,porcelain 14 cm diameter	200
	Tea/coffee cup, white porcelain 250 ml	200
	Water jug, plastic clear, 1 liter, with <b>lid</b>	180
	Tumbler, plastic clear, 250 ml for <b>water/juice</b>	200
	<b>Cutlery</b>	<b>Min stock level on-site</b>
(iii)	Stainless steel knife	200
	Stainless steel fork	200
	Stainless steel teaspoon	200
	Stainless steel dessert spoon	200
	Stainless steel soup spoon	200
	<b>Food-preparation and serving utensils</b>	<b>Min stock level on-site</b>
(iv)	Cutting board, plastic, colour-coded: yellow, blue, red, green	3 x each =12
	Cutting board knife, colour-coded: yellow, blue, red, green	3 x each =12
	Pairing knife, colour-coded: yellow, blue, red, green	3 x each =12
	Portion dishing spoon, colour-coded: yellow, blue, red, green	3 x each =12
	Insulated dinner plate dome cover (top & bottom)	200

**WESTERN CAPE GOVERNMENT: HEALTH**  
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**(G & S SOURCING)**  
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Para	Section 2 - Service specification	Details of offer
2.2.2	<b>Duties and obligations of the contractor: (continued)</b>	
2.2.2.4	Prior to the commencement of the service, the service provider shall draw up an inventory with MMH's Contract Manager and inspect all premises, furniture, fixtures, food service equipment and utensils mentioned in paragraph 2.2.1.1 and 2.2.2.3 (i) to (iv). The items in paragraph (i)-(iv) shall be recorded on an inventory schedule and a copy of this document, signed by both parties, shall form part of the contract.	
2.2.2.5	If crockery and cutlery stock levels must be increased due to operational requirements, the cost will be carried by the service provider. The service provider shall also provide any additional catering equipment required for the due execution of the contract as mutually agreed with MMH.	
2.2.2.6	The service provider shall be responsible for maintaining crockery and cutlery in an acceptable and usable condition, free of cracks, chips, stains and scratches, at stock count levels that are adequate to accommodate continuous monthly patient feeding. Crockery and cutlery must be dishwasher safe.	
2.2.2.7	Crockery and cutlery used in wards must be returned to the kitchen for cleaning by the service provider. The service provider will perform a monthly stock count of all these items and provide a report comprising the stock lists and statistics of breakages and theft to the Contract Manager. <b>Where stock losses require the replacement of crockery and/or cutlery items, this will be for the service provider's account.</b>	
2.2.2.8	With the exception of fair wear and tear during the contract term, the service provider shall maintain, and where necessary, on termination of the contract, restore all designated areas, facilities, etc. in the same good order and condition in which they are confirmed to be at the commencement of the contract, as indicated in the inventory schedule.	
2.2.2.9	If required, and subject to the written approval of MMH's Chief Executive Officer, the service provider may remove and store or install any equipment, machines, etc. and replace them at his own cost with other equipment which he may consider necessary to ensure an efficient service.	
2.2.2.10	The service provider shall replace any unserviceable equipment resulting from <b>proven negligence and/or misuse by his staff</b> <u>at his own cost</u> .	
2.2.2.11	A month before the contract ends, a stock-count will be undertaken for all equipment. The service provider will receive a list of the deviations and condition of the items, which must be replaced at the service provider's expense where required.	
2.2.2.12	Meals served to patients from Correctional Services and those in isolation must be provided in disposable containers with disposable cutlery (clarification – compostable corrugated/laminated cardboard food containers and wooden/bamboo cutlery). The provision of such meals shall be arranged and ordered as required between MMH and the contractor and shall be billed and paid separately; the cost shall not form part of this contract.	
2.2.2.13	The daily menu should be displayed the wards.	
2.2.3	<b>Main kitchen facilities:</b>  MMH's fully equipped main kitchen is available to the successful bidder free of charge for the preparation of all patient and other meals. The following kitchen facilities, staff accommodations and amenities are included: <ul style="list-style-type: none"> <li>- 1 x freezer room    1x office section    2 x medium storerooms    1x delivery entrance</li> <li>- 2 x cold rooms    1 x staff tearoom    3 x preparation areas    1x large trolley bay</li> </ul>	

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Para	Section 2 - Service specification	Details of offer
2.2.4	<p><b>Service area:</b></p> <p>The service provider must serve patients at their bedside in the 6 wards below in liaison with nursing staff on duty, and must observe the necessary health and safety precautions, <i>inter alia</i> wearing N95 masks when entering isolation wards, where applicable and subject to wearing the correct PPE, including <b>cloth or surgical masks</b> and gloves where required</p>	
2.2.4.1	<p><b>Mowbray Maternity Hospital wards</b></p> <ul style="list-style-type: none"> <li>- Admission Suite/First Stage</li> <li>- A-Ward</li> <li>- B-Ward</li> <li>- C-Ward</li> <li>- Kangaroo Mother Care Ward and Lodger Mothers</li> <li>- Labour Ward</li> </ul>	

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

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Para	Section 2 - Service specification	Details of offer
<b>2.3</b>	<b>USE AND CONTROL OF FOOD SERVICE FACILITIES:</b>	
2.3.1	The service provider shall have full access to the kitchen, food stock stores, food services and dining areas and their supervision, and custody and control of all keys that allow access to these areas, as well as to lockable furniture, equipment, fixtures and fittings. The service provider's access will be limited to those areas and any surrounding buildings and facilities required for the provision of the food service.	
2.3.2	The service provider shall not use the designated food services facilities or premises, or allow them to be used, for any purpose other than food services under the conditions of this bid, nor will the service provider be allowed to prepare or serve food at any other premises than the designated premises, <u>unless necessitated by operational requirements and formally approved by the Department as a contract expansion.</u>	
2.3.3	The service provider shall use all furniture, fixtures, equipment, utensils, fuel, electricity, material and supplies, or allow these to be used, economically, only for the purpose for which they are provided, and according to their directions for use. From time to time, spot checks may be carried out by MMH's Contract Manager to ensure that the service provider's staff complies with this requirement.	
2.3.4	The service provider shall not remove any MMH property from the premises or location where it is kept and shall ensure that these are used in a proper manner.	
2.3.5	The service provider shall not make any structural changes to the existing premises. Any proposed change to the structure must be submitted in writing to MMH for consideration and MMH's decision regarding its necessity will be final.	
2.3.6	MMH's Contract Manager, accompanied by the service provider's Catering Manager shall have access to the facilities and equipment, material and supplies used by the contractor at all reasonable times -  (i) to monitor compliance with the contract conditions and food specifications, (ii) to establish if the premises, furniture, fixtures, equipment, utensils, fuel, electricity, material and supplies are being used in accordance with these conditions, (iii) to conduct inventory control of furniture, fixtures, equipment, utensils, etc., and (iv) For any other reasonable purpose related to contract conditions or the wider interest of the Department.	
2.3.7	Any additional security required to safeguard furniture, fixtures, equipment, utensils, material and supplies in the Kitchen against damage or theft shall be for the service provider's account.	

**WESTERN CAPE GOVERNMENT: HEALTH**

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<b>2.4</b>	<b>STAFF MANAGEMENT AND TRAINING:</b>																																									
2.4.1	The service provider shall provide all management, catering and food service staff required for the efficient operation of the catering service. <b>This shall include relief staff in designated positions for day/night shift.</b>																																									
2.4.2	<b>The envisaged minimum (core) food service staffing levels</b> , determined by MMH and vetted by a duly appointed Bid Specification Committee, are intended to ensure the continuous availability of staff for day and night shifts, <b>and include relief shift staff in designated positions.</b>																																									
2.4.3	The following duly <b>trained contract food service staff</b> , further detailed in the organogram, <b>Annexure F</b> , are required on site at Mowbray Maternity Hospital for this service:																																									
<table border="1"> <thead> <tr> <th>Category of staff</th><th>Staff/shift</th><th>Shift/hours</th><th>Total</th></tr> </thead> <tbody> <tr> <td><b>Food Service Manager</b> Trained</td><td>1</td><td>Mon to Fri 6h30 - 15h00 Excl public holidays</td><td>1</td></tr> <tr> <td><b>Food Service Supervisor</b></td><td>1</td><td>Per alternating shift 7:00 - 19:00 Incl weekends &amp; public holidays</td><td>2</td></tr> <tr> <td><b>Cook</b> Trained in the <b>assistant chef course</b></td><td>1</td><td>Per alternating shift 7:00 - 19:00 Incl weekends &amp; public holidays</td><td>2</td></tr> <tr> <td colspan="3"><b>Sub-total - staff excl FSAs</b></td><td><b>5</b></td></tr> <tr> <td><b>Food Service Aids (FSAs), female</b></td><td>7</td><td>Per alternating shift 7:00 - 19:00 Incl weekends &amp; public holidays</td><td>14</td></tr> <tr> <td><b>Food Service Aids (FSAs), male</b></td><td>1</td><td>Per alternating shift 7:00 - 19:00 Incl weekends &amp; public holidays</td><td>2</td></tr> <tr> <td><b>Food Service Aids (FSAs), female</b></td><td>2</td><td>Per alternating shift 19:00 - 7:00 Incl weekends &amp; public holidays</td><td>4</td></tr> <tr> <td colspan="3"><b>Sub-total FSAs</b></td><td><b>20</b></td></tr> <tr> <td colspan="3"><b>Total staff</b></td><td><b>25</b></td></tr> </tbody> </table>		Category of staff	Staff/shift	Shift/hours	Total	<b>Food Service Manager</b> Trained	1	Mon to Fri 6h30 - 15h00 Excl public holidays	1	<b>Food Service Supervisor</b>	1	Per alternating shift 7:00 - 19:00 Incl weekends & public holidays	2	<b>Cook</b> Trained in the <b>assistant chef course</b>	1	Per alternating shift 7:00 - 19:00 Incl weekends & public holidays	2	<b>Sub-total - staff excl FSAs</b>			<b>5</b>	<b>Food Service Aids (FSAs), female</b>	7	Per alternating shift 7:00 - 19:00 Incl weekends & public holidays	14	<b>Food Service Aids (FSAs), male</b>	1	Per alternating shift 7:00 - 19:00 Incl weekends & public holidays	2	<b>Food Service Aids (FSAs), female</b>	2	Per alternating shift 19:00 - 7:00 Incl weekends & public holidays	4	<b>Sub-total FSAs</b>			<b>20</b>	<b>Total staff</b>			<b>25</b>	
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2.4.4	Although the positions of <b>dietician and financial controller</b> must exist in the service-provider's organisational structure and their expertise must be available to Mowbray Maternity Hospital for the purpose of this bid, these posts must <b>not be included in the total staff complement price.</b>																																									
2.4.5	All new staff and/or casuals must have been trained before being allowed to work in the kitchen. All permanent staff should at least be trained on the level of Food Service Aid, Ward Hostess, Chef or Assistant Chef. All ongoing staff training and development must be documented and records to be kept on site.																																									
2.4.6	In the event of an unforeseen increase or decrease in clients participating in the service, the contractor will be entitled to negotiate an increase or decrease of personnel with the hospital. Any fluctuation in the service provider's staff numbers must be approved by the Department of Health. Non-compliance must be reported to the appropriate level of hospital management for the necessary action.																																									

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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

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Para	Section 2 - Service specification	Details of offer
<b>2.4</b>	<b>STAFF MANAGEMENT AND TRAINING: (continued)</b>	
2.4.7	The Service Provider must only employ South African citizens, foreigners who obtained South African permanent residency permits or foreigners who are entitled to work in South Africa in terms of South African law in the sector relevant to the bid, to perform the services required in the bid.	
2.4.8	Wages paid by the service provider to his management and food service staff must not be less than the minimum wage for the category of employee determined and gazetted by the Department of Labour from time to time. <u>Bidders shall furnish proof that the salaries/wages paid to employees comply with this condition.</u>	
2.4.9	The service provider shall be responsible for the <b>continuous training</b> of all food service staff to ensure the efficient functioning of the catering service. A <b>fully documented</b> in-service training matrix and detailed exposition of all envisaged courses <u>shall</u> accompany the bid document. These training programmes shall be instituted from the contract commencement date.	
2.4.10	The service provider shall provide a <b>management service</b> to oversee quantity and quality control and supervision of food preparation by all staff as defined in the Food Specification for the proper execution of the contract. This shall include:	
2.4.10.1	- personal supervision by the manager during meal preparation and at all serving points in wards during meals,	
2.4.10.2	- management and control of the premises, equipment, furniture and utensils,	
2.4.10.3	- providing additional staff for any food service function, where required, and	
2.4.10.4	- providing an accounting service.	
2.4.11	The Food Service Manager must be on site every day to maintain standards and handle queries.	
2.4.12	Time sheets/posting sheets should be submitted with the invoice generated monthly for the cost of the catering service.	

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Para	Section 2 - Service specification	Details of offer
<b>2.5</b>	<b>PURCHASE AND SUPPLY OF FOODSTUFFS:</b>	
2.5.1	All food purchased and prepared must be <b>Halaal</b> and <b>only Halaal meals shall be provided to patients</b> . The service provider shall submit without objection to inspections by MMH's Halaal Committee as and when required.	
2.5.2	The service provider shall arrange for the supply and delivery of all ingredients and food supplies necessary for the proper preparation of all menus in the food specification schedules, at his own cost. The service provider shall also ensure the availability of sufficient <b>reserve food stocks</b> to provide meals to MMH for a minimum period of <b>3 days</b> .	
2.5.3	As compliance with specification requirements for quality is mandatory, the service provider shall ensure that all foods supplied to MMH comply with the specified quality and adhere to SABS specifications for the handling and preparation of food etc.	
2.5.4	Where required, the service provider undertakes to submit food to <b>quality and quantity control inspections and testing</b> of menu specifications by MMH's Contract Manager and/or dietician. Where inspections and tests by the SABS or Environmental Health practitioners are required, paragraph 8 of the General Conditions of Contract will apply.	
2.5.5	If the quantity and/or quality of any foods or materials supplied to patients do not comply with the standard and specifications in the contract, the contract may be terminated immediately by written notice and without prejudice to any other remedy for breach of contract in terms of paragraph 23 of the General Conditions of Contract.	
<b>2.6</b>	<b>MEAL SERVICE, MENUS &amp; RECIPES:</b>	
2.6.1	The meal service will be based on a <b>conventional cooking system</b> . Menus reflecting the meal of the day must be displayed in the food service unit. For this purpose, a proposed <b>3-week (21-day) cycle menu for all diets</b> required must be submitted with the completed bid document for evaluation. <b>Failure to comply will invalidate an offer.</b>	
2.6.2	The bidder must include <b>standardised recipes (for normal and therapeutic dishes)</b> and a <b>nutritional analysis</b> of all menus with the completed bid document for evaluation. <b>Failure to comply will invalidate an offer.</b>	
2.6.3	The 3-week cycle menu, which shall include appropriate summer and winter menus, shall specify portion sizes, vegetables, salads, gravies, sauces and spreads for all meals in accordance with the included example menu. Once approved by MMH's dietician and the provincial FSM coordinator, the menus attached to the bid document will be implemented by the successful bidder.	
2.6.4	Any changes to the menus after commencement of the contract must be submitted to the dietician at MMH for approval before implementation. In <b>exceptional cases, changes</b> can be made to the daily menu <b>with prior approval</b> of MMH's representative/dietician.	
2.6.5	MMH reserves the right, where deemed necessary, to make any reasonable alterations, changes or substitutions to the menus submitted, in collaboration with the service provider, provided that such changes remain within budget.	
2.6.6	MMH will monitor whether the meals served comply with the specified weight requirements for individual food items. A <b>10% tolerance</b> above or below the weight specified per item shall be allowed. However, if the weight per item should vary more than 10% and the service provider fails to correct it, a fine will be imposed.	

**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

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Para	Section 2 - Service specification	Details of offer
<b>2.7</b>	<b>HYGIENE AND CLEANLINESS OF STAFF, PREMISES AND FOOD:</b>	
	<b>Staff:</b>	
2.7.1	The service provider shall ensure that <b>hygiene standards</b> in accordance with <b>SANS 10049</b> are followed at all times. The MMH's Contract Manager and other responsible staff appointed by MMH shall carry out regular health inspections and internal and external audits to ensure the service provider's compliance with this requirement.	
2.7.2	MMH's will perform a monthly hygiene audit which will measure acceptable hygiene levels at a minimum of <b>75%</b> . If the service provider fails to achieve <b>75%</b> , MMH will indicate the areas that require improvement and may conduct a follow-up audit within the following <b>48 hours</b> . A fine will be imposed if the service provider fails to achieve 75% during this subsequent audit.	
2.7.3	Apart from monthly hygiene audits, <b>random inspections (spot checks)</b> may also be performed and a fine per incident may be imposed if staff hygiene during these inspections is not found up to standard.	
2.7.4	The service provider shall ensure that all food service staff-members look clean and presentable and are neatly dressed in <b>uniforms and/or protective clothing</b> at all times. It shall be the service provider's responsibility to purchase these <b>uniforms</b> and to launder the non-disposable components. The minimum uniform requirements are as follows and must be <b>supplied by the service provider</b> for its own account: <ul style="list-style-type: none"> <li>- Disposable headgear, gloves, aprons and masks (disposable surgical, as required)</li> <li>- Chef's jacket(White only) &amp; pants/skirt</li> <li>- Shirt/blouse(White Only) and pants/skirt</li> <li>- Cloth aprons for cooks ( White only)</li> <li>- Cloth mask, as required</li> <li>- Safety shoes or comfortable closed shoes in accordance with the Occupational Health and Safety Act, Act 85 of 1993, where applicable</li> <li>- Name/identification badges, to be worn at all times, which must display, name, position and company name.</li> </ul>	
2.7.5	The service provider shall ensure that all food service staff are in <b>good physical health</b> to perform their daily duties, and <b>free of infectious diseases</b> . All the service provider's staff and every newly appointed employee must be vaccinated against <b>hepatitis B</b> by a private clinic or doctor. Proof of the vaccinations of existing staff must be provided to MMH's Contract Manager at the start of the contract and those of new employees immediately after their appointment. These records must be available at all times for <b>Ideal Hospital Standards</b> and verification.	

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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

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Para	Section 2 - Service specification	Details of offer
	<p><b>Premises:</b></p> <p>2.7.6 The service provider shall ensure that all food service and dining areas and ward kitchens (where applicable) including all windows, fixtures, fittings and kitchen drains, and all food service equipment and utensils used for serving meals to the patients are maintained in a <b>clean, hygienic and tidy condition</b> to the satisfaction of the MMH Management</p> <p>2.7.7 The service provider shall oversee pest control services for the food stock stores, kitchen and cafeteria as or when required outside of MMH monthly pest control services.</p> <p>2.7.8 The service provider shall acquire/purchase and ensure the safe storage of all suitable requirements below necessary for the proper fulfillment of its food service and management functions, at his own risk. The amount claimed monthly from MMH for these requirements shall not exceed the accepted amount in the pricing schedule:</p> <ul style="list-style-type: none"> <li>- <b>cleaning materials</b> e.g., dish cloths, brooms, mops, squeegees, <u>supplied by the hospital as part of their inventory</u> but replaced by the contractor when damaged or lost</li> <li>- <b>ammonia-free detergents</b> e.g., dishwashing liquid, dishwasher machine detergents, bleach, drain-cleaner,</li> <li>- <b>insecticides</b>,</li> <li>- <b>consumable items</b> e.g., packaging materials, bin liners, refuse bags, paper serviettes, cling wrap,</li> <li>- <b>stationery</b> e.g., copy paper, printer cartridges, clipboards, pens, etc.</li> </ul> <p><b>Food:</b></p> <p>2.7.9 The service provider shall implement and operate a system of assured safe catering based on <b>Hazard Analysis and Critical Control Point (HACCP)</b>, which includes <u>monthly laboratory testing</u> for bacteria at the service provider's cost. Food samples and swabs of equipment and working surfaces must be taken once a month and sent to a laboratory for bacterial tests. The results must be submitted to MMH's Contract Manager.</p> <p>2.7.10 The service provider shall have procedures in place for the <b>clean, hygienic and safe handling of foodstuffs</b> from receipt, through preparation to serving, to ensure and monitor that all foods -</p> <ul style="list-style-type: none"> <li>- are examined on receipt for expiry date, damage, pest infestation and temperature,</li> <li>- are handled, stored, prepared and cooked appropriately, and</li> <li>- are kept at the correct temperature at all times, including when in transit between the food-preparation site and the service areas.</li> </ul> <p>2.7.11 MMH will conduct regular inspections to monitor the <b>standard and quantity of food</b> provided by the contractor and shall be entitled to instruct the service provider to <b>rectify any breach of the specification immediately</b>, failing which the contract may be terminated immediately on written notice and without prejudice to any other remedy for breach of contract, in terms of paragraph 23 of the General Conditions of Contract.</p>	

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Para	Section 2 - Service specification	Details of offer
<b>2.8</b>	<b>PENALTIES:</b>	
2.8.1	In addition to <b>general penalties</b> for the non-performance of contract services within specified timeframes to which MMH is entitled in terms of paragraph 21 and 22 of the General Conditions of Contract (GCC), <b>individual penalties</b> to the value of <b>1% of the current monthly contract cost per infringement</b> mentioned below and elsewhere in this specification, will be imposed on the service provider:	
<b>Infringement</b>		
(i)	Water & electricity wastage - leaving taps running when not in use; failing to switch off electrical appliances when not in use.	
(ii)	Failing to adhere to prescribed mealtimes.	
(iii)	Serving any food item/dish confirmed by the hospital's Contract Manager or dietician as being spoilt, e.g., mouldy bread, sour milk, rotten fruit or meat etc.	
(iv)	Failing to provide the dietary requirements of the patient/omission of menu items specified and quoted on the pricing schedules (WCBD3.2)	
(v)	Failing to correct weight variations exceeding 10% of specified requirements for individual food items.	
(vi)	Failing to achieve 75% hygiene level during monthly hygiene audit; failing to correct area of improvement within 48 hours after audit.	
(vii)	Failing to adhere staff hygiene standards during routine inspections.	
(viii)	Failing to post the required number of staff per shift in specified or designated areas daily	

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Para	Section 3 - Catering and food specification	Details of offer
<b>3.1</b>	<b>MENU &amp; SERVICE REQUIREMENTS:</b>	
3.1.1	<b>Menu and planning</b>	
3.1.1.1	Good quality, safe, fresh, wholesome and nutritious meals and snacks shall be provided to all in-patients in accordance with a standardized <b>3-week/21-day cycle</b> menu an example of which appears as <b>Table 1a</b> .	
3.1.1.2	The service provider shall adhere to the National Food Policy for menu planning in respect of the colour, flavour, texture, cooking methods and variety of food items used.	
3.1.1.3	Where dietetic specifications for other types of diets are required, as illustrated in <b>Table 1c</b> , Therapeutic Meal Guidelines, the contractor's dietician must confirm details of such diets/menus, including costs, with MMH's Contract Manager, prior to preparation.	
3.1.1.4	The service provider shall develop and implement a <b>3-week cycle menu</b> for winter and summer respectively, for adults for winter and summer respectively, in accordance with South African Food-Based Dietary Guidelines and based in <b>Table 1b</b> . Copies of color-coded menus must be displayed prominently and be available at all times.	
3.1.1.5	Menus shall comply with the following requirements: <ul style="list-style-type: none"> <li>(i) include a <b>variety</b> of food items,</li> <li>(ii) provide <b>portion specifications</b> and portion quantities for daily meals and snacks in accordance with <b>Table 2</b>,</li> <li>(iii) specify <b>portion sizes</b> for vegetables, salads for lunch and dinner, and gravies, spreads and garnishes for all meals, based on the example in <b>Table 3</b>,</li> <li>(iv) indicate the Recommended Dietary Allowance (<b>RDA</b>) or Dietary Reference Intakes (<b>DRI</b>) for macro and micronutrients in accordance with <b>Table 4</b></li> <li>(v) provide that a <b>sandwich</b> be served with the late-night tea/coffee or the early morning tea/coffee if <b>more than 12 hours</b> pass between supper and breakfast of the next day,</li> <li>(vi) include a <b>serving of fruit or fruit juice</b> as substitute, at least <b>once per day</b>; juice may not replace fruit more than 3 times per week in normal diets, however,</li> <li>(vii) provide that <b>soup</b> is available <b>throughout the day and year</b> for patients with poor appetite, late admissions and patients on special diets,</li> <li>(viii) ensure that lunch and supper dishes are <b>interchangeable</b>, and</li> <li>(ix) provide that <b>tea/coffee</b> is served at least <b>5 times</b> a day.</li> </ul>	
3.1.1.6	The portion specifications for the normal patient menu shall be followed for all special diets <u>excluding fluid diets and special diets where proteins and/or fats are either restricted or increased</u> (e.g., low protein, high protein, weight reducing, etc.) with the adaptation of snacks and the use of jam and sugar, according to specific dietary specifications.	
3.1.1.7	Bidders shall submit the detailed 3-week cycle menus for the full ward diet and all the required therapeutic diets that will be implemented, with their bid offer. <b>Failure to comply with this requirement will invalidate the bid.</b>	

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Para	Section 3 - Catering and food specification	Details of offer
3.1.1	<b>Menu and planning (continued)</b>	
<b>TABLE 1a</b>	3-week cycle menu appears on <b>page 23-25.</b>	
<b>TABLE 1b</b>	Summer menu for high-protein diet appears on <b>page 26.</b>	
<b>TABLE 1c</b>	Therapeutic meal guidelines follow on <b>page 26-29.</b>	
<b>TABLE 2</b>	Portion specifications follow on <b>page 30.</b>	
<b>TABLE 3</b>	Portion sizes follow on <b>page 31.</b>	
<b>TABLE 4</b>	Recommended Dietary Allowance ( <b>RDA</b> ) or Dietary Reference Intakes ( <b>DRI</b> ) for macro and micronutrients appears on <b>page 32.</b>	
<b>TABLE 5</b>	Meal and snack service times follow on <b>page 33.</b>	
<b>TABLE 6</b>	Beverage service times follow on <b>page 33.</b>	
<b>TABLE 7a</b>	Example of menu for travelling patients appears on <b>page 34.</b>	
<b>TABLE 7b</b>	Example of a lunchbox appears on <b>page 34.</b>	
<b>TABLE 8</b>	Example of snack meal appears on <b>page 35.</b>	
<b>TABLE 9</b>	Quality standards for selected products appear on <b>page 40.</b>	

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Section 3 - Catering and food specification.  
TABLE 1a - 3-week cycle menu WEEK 1

DAY WEEK 1	SUNDAY 1		MONDAY 2		TUESDAY 3		WEDNESDAY 4		THURSDAY 5		FRIDAY 6		SATURDAY 7	
BREAKFAST														
PORRIDGE	Mealie meal	200 ml	Oats	200 ml	Mealie meal	200 ml	Oats	200 ml	Mealie meal	200 ml	Oats	200 ml	Mealie meal	200 ml
BREAD	2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown	
SIDE DISH	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g
	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g
PROTEIN DISH	Eggs scrambled	X2	Cheese	30g	Baked beans	30g	Egg mayo	30g	Peanut butter	15g	Eggs scrambled	X2	Cheese	30g
Beverage	Tea/ coffee (milk and sugar)													
FRESH FRUIT	MAY BE SERVED AT BREAKFAST, LUNCH OR SUPPER ON WEEKDAYS; SERVED WITH BREAKFAST ON SUNDAYS.													
MILK/DAY	Pregnant & lactating women - 600 ml per day. Includes milk allowance for beverages and porridge													
LUNCH														
MAIN COURSE	POULTRY		MINCE		STEW		POULTRY		MEATLESS		MINCE		FISH	
	Roast chicken	120 g	Bobotie/ Curry mince	90 g	Brown stew	120 g	Chicken Hawaii	120 g		x 4	Cottage pie	180 g	Fried/battered hake	100g 4x25 g
STARCH	Rice	90 g	Rice	90 g	Samp/Rice	90 g	Rice	90 g	Rice salad	90 g			Mash	110 g
VEGETABLE 1	Sweet carrots	80 g	Gem squash	½	Butternut	90 g	Nutmeg carrots	80 g	Baked bean salad	75 g	Gem squash	½	Mixed veg/ mixed salad	90 g
VEGETABLE 2/ SALAD	Cauliflower/ Broccoli & white sauce	100 g	Mixed veg	100 g	Green beans	80 g	Peas	65 g	Mixed salad	75 g	Green beans	80 g	Beetroot salad	80 g
DESSERT/FRUIT	Fruit whip	50 g												
	Custard	100 ml												
SUPPER														
MAIN COURSE	PROCESSED		MEATLESS		FISH		MINCE		STEW		POULTRY		STEW	
	Scrambled eggs/ 90 g		Bean chili con carne	120 g	Fish cakes	2x50 g	Mexican beef	170 g	Cabbage stew	170 g	Chicken á la King	180 g	Tomato stew	120 g
STARCH			Rice	90 g	Mash	110 g			Rice/samp	90 g	Rice	90 g	Rice/Samp	90 g
VEGETABLE/ SALAD	Tomato slices/ Tomato relish	50 g 50 ml	Peas/ Green salad	65 g 75 g	Broccoli/ Tomato & lettuce salad	65 g	Baby marrow ratatouille/ Corn	80 g	Butternut	90 g	Peas	65 g	Cabbage/ Green salad	75 g 80 g
SOUP	Optional (winter only)													
BREAD	2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown	
SIDE DISH	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g
	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g
EARLY MORNING TEA	05:00		Tea/coffee (milk and sugar)											
IN BETWEEN SNACK:	10:00		Tea/ coffee (milk and sugar)			2 slices brown bread		Margarine 10 g		Peanut butter/cheese 15 g - to be plastic wrapped on plate				
IN BETWEEN TEA:	15:00		Tea/ coffee (milk and sugar)											
LATE NIGHT SNACK:	21:00		Tea/ coffee (milk and sugar)			2 slices brown bread		Margarine 10 g		Peanut butter/cheese 15 g - to be plastic wrapped on plate				

**Section 3 - Catering and food specification**

**TABLE 1a - 3-week cycle menu WEEK 2**

DAY WEEK 2	SUNDAY 8		MONDAY 9		TUESDAY 10		WEDNESDAY 11		THURSDAY 12		FRIDAY 13		SATURDAY 14	
BREAKFAST														
PORRIDGE	Oats/	200 ml 40 g	Mealie meal	200 ml	Oats	200 ml	Mealie meal	200 ml	Oats	200 ml	Mealie meal	200 ml	Oats	200 ml
BREAD	2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown	
SIDE DISH	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10
	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g
PROTEIN DISH	Eggs scrambled	X2	Cheese	30g	Baked beans	30g	Egg mayo	30g	Peanut butter	15g	Eggs scrambled	X2	Cheese	30g
Beverage	Tea/ coffee (milk and sugar)													
FRESH FRUIT	MAY BE SERVED AT BREAKFAST, LUNCH OR SUPPER ON WEEKDAYS; SERVED WITH BREAKFAST ON SUNDAYS.													
MILK/DAY	Pregnant & lactating women - 600 ml per day. Includes milk allowance for beverages and porridge													
LUNCH														
MAIN COURSE	POULTRY		STEW		FISH		POULTRY		STEW		POULTRY		MINCE	
	Chutney chicken	120 g	Green bean stew	90 g	Fish cakes	2x50 g	Broccoli chicken/ *Chicken stew	180 g 110 g	Pumpkin stew	200 g	Cold roast chicken	120 g	Chilli con carne	120 g
STARCH	Savoury rice	90 g	Rice/samp	90 g	Savoury rice	90 g	Rice	90 g	Rice/samp	90 g	Potato salad	100 g	Rice	90 g
VEGETABLE 1	Sweet pumpkin	80 g			Peas	65 g	*Broccoli	65 g	Braised cabbage/ Coleslaw	80 g 60 g	Carrot salad	75 g	Gem squash	½
VEGETABLE 2/ SALAD	Broccoli	65 g	Carrots	80 g	Butternut	90 g	Warm beetroot/ Beetroot salad	80 g			Mixed salad	75 g	Broccoli & cauliflower	80 g
DESSERT/FRUIT	Jelly whip/ jelly & custard	50 g 100 ml												
SUPPER														
MAIN COURSE	MEATLESS		MINCE		STEW		MINCE		PROCESSED		MEATLESS		FISH	
	Macaroni & cheese	150 g	Savoury mince	100 g	Carrot stew	170 g	Spaghetti Bolognaise	160 g	Beef Liver	120g	Vegetarian Lasagna	250g	Fish casserole	250 g
STARCH			Rice/ Mash	90 g 110 g	Rice/Samp	90 g			Mash	110g				
VEGETABLE/ SALAD	Mixed salad/ Peas	75 g 65 g	Gem squash	½			Stewed green beans/ 3-bean salad	80 g	Tomato smoor	80g	Tomato	50g	Baby marrow ratatouille	80 g
SOUP	Optional (winter only)													
BREAD	2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown	
SIDE DISH	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g
	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g
EARLY MORNING TEA	05:00		Tea/coffee (milk and sugar)											
IN BETWEEN SNACK:	10:00		Tea/ coffee (milk and sugar)			2 slices brown bread		Margarine 10 g		Peanut butter/cheese 15 g - to be plastic wrapped on plate				
IN BETWEEN SNACK:	15:00		Tea/ coffee (milk and sugar)											
LATE NIGHT SNACK:	21:00		Tea/ coffee (milk and sugar)			2 slices brown bread		Margarine 10 g		Peanut butter/cheese 15 g - to be plastic wrapped on plate				

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**Section 3 - Catering and food specification**

**TABLE 1a - 3-week cycle menu WEEK 3**

DAY WEEK 3	SUNDAY 15		MONDAY 16		TUESDAY 17		WEDNESDAY 18		THURSDAY 19		FRIDAY 20		SATURDAY 21	
BREAKFAST														
PORRIDGE	Meal	meal/ 200 ml 40 g	Oats	200 ml	Meal	meal/ 200 ml	Oats	200 ml	Meal	meal/ 200 ml	Oats	200 ml	Meal	meal/ 200 ml
BREAD	2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown	
SIDE DISH	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g
	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g	Jam	15 g
PROTEIN DISH	Eggs scrambled	X2	Cheese	30g	Baked beans	30g	Egg mayo	30g	Peanut butter	15g	Eggs scrambled	X2	Cheese	30g
Beverage	Tea/ coffee (milk and sugar)													
FRESH FRUIT	MAY BE SERVED AT BREAKFAST, LUNCH OR SUPPER ON WEEKDAYS; SERVED WITH BREAKFAST ON SUNDAYS.													
MILK/DAY	Pregnant & lactating women - 600 ml per day. Includes milk allowance for beverages and porridge													
LUNCH														
MAIN COURSE	POULTRY		FISH		POULTRY		STEW		MINCE		STEW		MINCE	
	Roast chicken	120 g	Baked Fish	120 g	Liquifruit chicken	120 g	Irish stew	170 g	Cold meatballs	2x50 g	Curry stew	120 g	Meat pie (pouring batter)	120 g
STARCH	Glazed sweet potato	100 g	Rice	90 g	Rice	90 g	Rice/samp	90 g	Potato salad	100 g	Rice/samp	90 g	Savoury rice	90 g
VEGETABLE 1	Steamed carrots	80 g	Gem squash	½	Nutmeg carrots	80 g	Gem squash	½	Mixed salad	75 g	Peas	65 g	Mixed veg	90 g
VEGETABLE 2/ SALAD	Peas	65 g	Hawaiian mix/ Mixed salad	75 g	Steamed green beans	80 g			Beetroot salad	80 g	Carrots	80 g	Butternut	90 g
DESSERT/FRUIT	Fruit salad	100 g												
	Custard	100 ml												
SUPPER														
MAIN COURSE	MINCE		STEW		MINCE		MEATLESS		POULTRY		FISH		MEATLESS	
	Beef sausage	100 g	Meat breyani	180 g	Meatloaf/ meatballs	100 g 2x50 g	Vegetable Lasagne	120 g	Chicken-macaroni dish	170 g	Fish smoor (hake)	120 g	Veg quiche/	120 g
STARCH	Mash	110 g			Sweet potato	100 g	Rice	90 g			Rice	90 g	*Mash	110 g
VEGETABLE/ SALAD	Baby marrow ratatouille	60 g	Butternut	90 g	Cut corn	45 g	Tomato Salad	65 g	Green beans	80 g	Gem squash	½	Baby marrow	45 g
SOUP	Optional (winter only)													
BREAD	2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown		2 slices, brown	
SIDE DISH	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g	Margarine	10 g
					Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g
	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g	Jam	15 g	Peanut butter	15 g
EARLY MORNING TEA	05:00		Tea/ coffee (milk and sugar)											
IN BETWEEN SNACK:	10:00		Tea/ coffee (milk and sugar)			2 slices brown bread		Margarine 10 g			Peanut butter/cheese 15 g - to be plastic wrapped on plate			
IN BETWEEN SNACK:	15:00		Tea/ coffee (milk and sugar)											
LATE NIGHT SNACK:	21:00		Tea/ coffee (milk and sugar)			2 slices brown bread		Margarine 10 g		Peanut butter/cheese 15 g - to be plastic wrapped on plate				

### Section 3 - Catering and food specification

**TABLE 1b Provincial summer menu for high-protein diet**

Meals & snacks	Serving time	Food items
<b>EARLY MORNING TEA</b>	05H00	Tea/coffee with 2% low fat milk & sugar/sweetener
<b>BREAKFAST</b>	Between 08:00-08:30	*Fruit
		Porridge with milk & sugar/ Dry cereal - once weekly
		Protein dish e.g. scrambled eggs
		2 slices brown bread with margarine & jam
		Tea/coffee with 2% low fat milk & sugar/sweetener
<b>MID-MORNING SNACK</b>	10:00	2 Biscuits/commercially wrapped biscuits Tea/coffee with 2% low fat milk & sugar/sweetener
<b>LUNCH</b>	Between 12:00-12:30	Soup (optional, <b>winter only</b> )
		Protein main dish
		Starch
		2 Vegetables/1 vegetable & 1 salad
		*Fruit ( <b>except on Sundays</b> )
		Dessert ( <b>Sundays only</b> )
<b>MID-AFTERNOON SNACK</b>	15:00	2 Slices brown bread with margarine & peanut butter/cheese Tea/coffee with 2% low fat milk & sugar/sweetener
<b>SUPPER</b>	Between 16:30-17:00	Soup (optional, <b>winter only</b> )
		Protein main dish
		Starch
		1 Vegetable/1 salad
		2 slices brown bread with margarine & spread (jam, peanut butter)
		Tea/coffee with milk & sugar
<b>LATE NIGHT SNACK:</b>	21:00	2 Slices brown bread with margarine & peanut butter/cheese Tea/coffee with 2% low fat milk & sugar/sweetener

\* Fruit may be served interchangeably either at breakfast, lunch or supper on weekdays, and shall be served at breakfast on Sundays.

**TABLE 1c Therapeutic meal guidelines**

#### (i) HIGH-PROTEIN DIET

Definition & Indications	Foods allowed	Foods to avoid
<p><b>Definition</b> Diet similar to full adult/normal diet but comprising 1½ times a full diet to provide more energy &amp; protein to patients.</p> <p>Protein content of diet may be increased by:                      - adding eggs to porridge &amp; soup,                      - serving peanut-butter sandwiches as snack,                      - serving high-protein drinks</p> <p><b>Indications</b> To provide optimal nutrition to –                      - pregnant and lactating mothers with a higher energy requirement.</p>	<p>See proposed meal plan for high protein diet under Menu A, item 1 on form WCBBD3.2.</p>	<p>No specific food/extras excluded. Based on full adult diet with increased protein.</p>

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Section 3 - Catering and food specification

TABLE 1c Therapeutic meal guidelines (continued)

(ii) DIABETIC DIET

Definition & Indications	Foods allowed	Foods to avoid
<p><b>Definition</b> Diet with food from the low and medium glycemic index categories in Table 1d, which controls calories, carbohydrates, protein and fat intake in balanced amounts to meet nutritional needs and control blood sugar levels and weight.</p> <p>Diet must contain increased fibre, and decreased fat and salt. Three meals with three snacks must be consumed. Fresh fruit/fruit salad may be served as dessert. No sugar, syrup, honey or foods containing these products must be served.</p> <p><b>Indications</b> To provide carbohydrate-controlled diets to patients –</p> <ul style="list-style-type: none"> <li>- with Diabetes Type 1</li> <li>- with Diabetes Type 2</li> <li>- with Gestational Diabetes</li> <li>- with Impaired Glucose Tolerance</li> </ul> <p><b>See Glycemic Index overleaf.</b></p>	<b>Milk &amp; milk products</b>	
	Semi-skimmed, skimmed milk, soy milk, fresh, powdered or long-life milk. Unsweetened yoghurt, low-fat cottage cheese & soft cheese, low fat soft cheese, reduced fat hard/ sliced cheese	Sweetened milk products Regular fat cheese
	<b>Beverages</b>	
	Tea (Ceylon & Rooibos), coffee without sugar, unsweetened or diluted vegetable & fruit juice, low or intermediate GI fruit & vegetables, sugar free cold drinks & cordials	Sweetened iced tea, fruit juice & fruit shake, carbonated beverages
	<b>Eggs</b>	
	Soft boiled, poached, scrambled, omelets	
	<b>Fats &amp; oils</b>	
	Plant based - sunflower, canola, grapeseed, olive) e.g., for spreads and dressings	No fried food, butter, salad cream, salad dressing & mayonnaise
	<b>Meat, fish &amp; poultry</b>	
	Lean red meat, lean mince Fish boiled, steamed. Chicken & other poultry without skin	Fatty, processed & grilled meat, fish & poultry
	<b>Fruit &amp; vegetables</b>	
	All fresh fruit, deciduous (apples, pears, apricots) and citrus (oranges, naartjies) In moderation - tropical fruit e.g., banana, pineapple & litchi. In controlled portions – grapes	Tinned (canned) fruit in sugar syrup Sweet melon & Dried fruit, dried fruit rolls
	Vegetables – fresh vegetables (raw, steamed, roasted or grilled) frozen vegetables (steamed)	Canned vegetables, vegetables cooked with sugar
	<b>Bread &amp; grains</b>	
	Whole-wheat, granary, and crushed wheat bread, seed-loaf, wholemeal pitas & tortillas, oatcakes, rye biscuits, digestive biscuits	Regular white, bread; bread rolls & baked goods made with cake, flower & added sugar, plain crackers
	Cereal/porridge – low fat, unfrosted high fibre cereals, oats, bran, muesli	Processed cereals, cereal without wholegrains
	<b>Dessert, sweets, spreads</b>	
	Diabetic jelly and custard Sugar free jam (Naturelite, St Dalfour)	Sugar-containing puddings and cakes, regular jelly Commercial honey
	<b>Seasoning</b>	
	Dry herbs & seasoning in moderation, gravy	Salt, spices/seasoning containing salt

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## GLYCEMIC INDEX FOR DIABETIC DIET

	LOW GI (0 – 55)	INTERMEDIATE GI (56 – 69)	HIGH GI (70 AND ABOVE)
	<i>Eat most of the time.</i>	<i>Eat in moderation.</i>	<i>Try to avoid or eat after strenuous exercise or when experiencing low blood sugar levels. Try to combine with a low GI food.</i>
<b>DAIRY</b>	Low fat/ fat free milk (plain and flavoured) Low fat/ fat free yoghurt (plain and sweetened) Low fat/fat free custard (sweetened and unsweetened) Low fat ice-cream (sweetened and unsweetened)	None	None
<b>CEREALS</b>	ProNutro wholewheat (original and apple bake) High fibre bran; some mueslis e.g. fine form Cold mealie meal, oats (whole flakes) Oat bran (raw), digestive bran	Strawberry Pops, Fruitful Bran, ProNutro, Tasty Wheat, instant oats, corn pops, Frosties, Choco's, shredded wheat, All Bran flakes, mealie meal – reheated	Maltabella, puffed wheat, ProNutro (original, banana, strawberry, chocolate and honeymelt), rice crispies, cornflakes, Special K, toasted muesli
<b>BREAD</b>	Provita Seed loaf, pumpernickel Any other bread made with lots of whole kernels, crushed wheat (e.g. Albany or Duens dumpy) oats and/or oat bran	Rye bread, Ryvita Pita Bread Rolled barley	All brown, white and regular wholewheat bread All bread rolls and anything made with cake flour, bread flour and wholewheat flour. Rice cakes, Snack bread, cream crackers, water biscuits
<b>STARCHES</b>	Legumes: all dried and canned beans, peas, lentils, pea dhal, baked beans and butter beans Boiled barley, barley wheat, crushed wheat Bulgur, buckwheat Pasta (100% Durum wheat /Durum semolina) Sweet potato, mealies/corn Long grain and wild rice	Sweet corn (canned) Basmati rice Brown rice with lentils Baby potatoes – with skin Couscous Samp and beans	All boiled, mashed, baked and fried potatoes Minute noodles Rice Samp Mealie rice Millet Pasta (normal wheat flour)
<b>FRUIT</b>	All deciduous fruit, i.e. apricots, cherries, peaches, plums, pears, apples etc. All citrus fruit (oranges, naartjies, grapefruit) Kiwi and grapes (watch portions!)	Tropical fruit, i.e. banana, mango, paw-paw, pineapple and litchi Dried fruit: sultanas, dates and raisins (watch portions!)	Watermelon and sweet melons Dried fruit rolls
<b>VEGETABLES</b>	All those that are not intermediate or high GI eg beans, broccoli, cauliflower, cabbage, onion, mushroom, cucumber, lettuce, marrows, peas, peppers, tomato etc.	Beetroot, spinach	Carrots and carrot juice, pumpkin, Hubbard squash, butternut, parsnips, turnips
<b>SNACKS/SUGAR</b>	Fructose: not more than 20g (4 tsp) per day. Sugar-free sweets Sugar-free spread e.g. St Dalfour, Naturelite Homemade low-fat popcorn	Digestive biscuits Low fat biscuits containing oats/oat bran Low fat bran/fruit muffins or pancakes Low fat oatmeal crumpets Raw honey, spread, sugar	Sweets – boiled and jelly type Marie biscuits Commercial honey Glucose Maltose
<b>DRINKS</b>	Sugar-free cold drink Juice of low GI fruits: only 1-2 glasses per day	Juice of intermediate GI fruits – only 1 glass of diluted juice Regular cool drink: cordials and soft drinks	Sports/energy drinks, eg Energade, Powerade, Lucozade

Section 3 - Catering and food specification

TABLE 1c Therapeutic meal guidelines (continued)

(iii) MIXED (FULL) FLUID DIET						
Definition & Indications	Foods allowed	Foods to avoid				
<p><b>Definition</b></p> <p>Diet with foods at room temperature that are liquid or liquefied.</p> <p>Diet should contain sufficient protein, carbohydrates, fats, vitamins &amp; minerals to ensure nutritional adequacy. Patients on prolonged fluid diet may require vitamin &amp; mineral supplements. If patient is lactose-intolerant after surgery, lactose-free products, buttermilk &amp; yoghurt must be used. Diet is high in cholesterol &amp; fat; fat-free products &amp; sunflower oil must be used for patients with high cholesterol. Yoghurt or orange juice must be used for patients who prefer non-sweetened products. Meat, fish &amp; chicken puree &amp; eggs may be added to soup to increase substance &amp; nutritional value.</p> <p><b>Indications</b></p> <p>To provide nutrition to patients –</p> <ul style="list-style-type: none"><li>- who are unable to swallow or chew solid foods, e.g., patients who are transitioning from a clear fluid diet.</li></ul>	<p><b>Milk and milk products</b></p> <p>Milk &amp; milk drinks – in any form, smooth yoghurt, Yogi-Sip, milkshakes</p> <p><b>Beverages</b></p> <p>Tea, coffee, iced tea, vegetable &amp; fruit juice, fruit squash, fruit shakes without fibre/pieces, Ensure, Nutren Active.</p> <p><b>Eggs</b></p> <p>In soup &amp; custard</p> <p><b>Bread &amp; grains</b></p> <p>Porridge – thin, strained (liquid) porridge</p> <p><b>Soup</b></p> <p>Strained soup and broth</p> <p><b>Dessert, sweets, spreads</b></p> <p>Jelly, custard, ice-cream sugar, syrup, honey</p>	<p>Any food not liquid or liquefied at room temperature</p>				
	(iv) CLEAR FLUID DIET					
	Definition & Indications		Foods allowed	Foods to avoid		
	<p><b>Definition</b></p> <p>Diet with foods at body temperature that are clear and liquid or liquefied.</p> <p>Diet is not nutritionally adequate and should not be used for more than 1-2 days.</p> <p><b>Indications</b></p> <p>To provide temporarily-limited nutrition to patients –</p> <ul style="list-style-type: none"><li>- who are in Stage 1 diarrhoea feeding programme.</li><li>- who cannot yet tolerate solid food postoperatively</li></ul>		<p><b>Beverages</b></p> <p>Black tea or coffee, iced tea, strained fruit juice, clear fruit juice, e.g. grape, apple &amp; litchi</p> <p><b>Soup</b></p> <p>Fat-free broth, bouillon/consommé, e.g., Bovril</p> <p><b>Dessert, sweets, spreads</b></p> <p>Plain jelly</p>	<p>Any food not clear, liquid or liquefied at room temperature</p>		
			(v) IMPORTANT			
			<p><b>All therapeutic diets shall adhere to the portion specification for a normal diet</b>, with the adaptation of snacks and the use of jam and sugar according to specific dietary requirements, <b>except</b> fluid diets and special diets where proteins and/or fats are either restricted or increased</p>			

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### Section 3 - Catering and food specification

**TABLE 2 Portion specifications**

Meals & snacks	Food items	Quantity specified
<b>EARLY-MORNING TEA</b>	Tea/coffee, e.g., Joko, Five Roses/ Milk, (2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
	Fruit juice, 100%, tartrazine-free	125 ml
	Pre-packed yoghurt/ ripe, user-friendly fresh fruit e.g., apple, banana/ Stewed fruit	80 ml/ 1 portion
<b>BREAKFAST</b>	Cooked porridge/dry cereal	125 ml/40 g
	Milk, 2% low fat	125 ml
	Sugar/sweetener	10 g/1 sachet
	Bread	2 slices
	Margarine/butter	1-2 x 8 g
	Jam	15 g
	Tea/coffee	1.5-2 g
	Milk, 2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
	Tea/coffee	1.5-2.5 g
<b>MID-MORNING SNACK</b>	Milk, 2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
	Biscuit/commercially wrapped biscuit	13-15 g
	Protein dish	120-150 g
<b>LUNCH</b>	Gravy	60 ml
	Starch	1 portion
	Vegetable in season	1 portion
	Salad in season	1 portion
	Commercially packed salad dressing in sachet	15 ml sachet
	Dessert ( <b>once a week</b> )	80 g
	Tea/coffee	1.5-2.5 g
	Milk, 2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
<b>MID-AFTERNOON TEA/COFFEE</b>	Tea/coffee	1.5-2.5 g
	Milk, 2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
<b>SUPPER</b>	Soup (optional, <b>winter only</b> )	200 ml
	Protein dish	1 portion
	Starch	1 portion
	Vegetable in season	1 portion
	Salad in season	1 portion
	Commercially packed salad dressing in sachet	15 ml sachet
	Tea/coffee	1.5-2.5 g
	Milk, 2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
	Fresh fruit	10 g
<b>LATE-NIGHT BEVERAGE</b>	Tea/coffee/hot chocolate	1.5-2.5 g
	Milk, 2% low fat	40 ml
	Sugar/sweetener	10 g/1 sachet
<b>LATE-NIGHT SNACK</b>	Brown bread	2 slices/20 g
	Margarine	8 g
	Cheese – peanut butter / sliced or grated/ Commercially sliced & wrapped cheese	20 g

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**Section 3 - Catering and food specification**

**TABLE 3** **Portion sizes:** The contractor must ensure that portions comply with the sizes/weights specified by using portion spoons and scales during meal preparation and serving

Food items/dishes	Portion size/weight	Food items/dishes	Portion size/weight
<b>Porridge &amp; cereal</b>		<b>Starches</b>	
Mealie Meal	100 g	Potatoes, mashed	110 g
Oats	100 g	Rice, plain white	90 g
Cornflakes	40 g	Rice, savoury	90 g
Oats	40 g	Samp	90 g
<b>Fruit juice</b>		Sweet potato, glazed	100 g
Apple juice	½ cup/135 ml	<b>Mince</b>	
Fruit juice blend 100%	80 ml	Bobotie/curried mince	90 g
Grape juice	100 ml	Chilli con carne	120 g
Guava juice	½ cup/135 ml	Cottage pie	180 g
Mango juice	½ cup/135 ml	Meatballs	50 g x 2/100 g
Orange juice	½ cup/135 ml	Meatloaf	100 g
Pear juice	½ cup/135 ml	Mexican beef	170 g
<b>Canned fruit, Choice Grade</b>		Savoury mince	100 g
Apricot, halves	± 70 g/4 halves	4 halves	160 g
Apple, pie	90 g slice/1 serving	<b>Stew</b>	
Fruit cocktail	150 g/187 ml/¾ cup	Brown Stew	120 g
Guava, halves	2 x 90 g/180 g	Cabbage Stew	170 g
Pear, halves	2 x 62.5 g/125 g/½ cup	Carrot Stew	170 g
Pineapple, rings	2 x 50 g rings/½ cup	Beef Stew	120 g
Pineapple, pieces	135 g/187 ml/¾ cup	Green Bean Stew	90 g
<b>Dried fruit</b>		Irish Stew	170 g
Stewed dried fruit	50 g	Pumpkin stew	200 g
Apricots, cooked	80 g	Tomato Stew	120 g
Apple rings, cooked	80 g	<b>Chicken</b>	
Pears, cooked	80 g	Broccoli chicken	180 g
Raisins	30 g	Chicken á la King	180 g
<b>Fresh fruit</b>		Chicken macaroni dish	170 g
Apple, Grade 1	1 small/130 g	Chicken stew	110 g
Apricot, Grade 1	medium/ 2 x 35g	Chutney chicken	120 g
Banana, Grade 1	1 small/180 g	Hawaiian chicken	120 g
Fruit salad	100-125 g/½ cup	Liqui-fruit chicken	120 g
Grapes, Standard Grade	100 g	Roast chicken, warm/cold	120 g
Naartjie, Choice Grade	2 medium/150 g	<b>Fish</b>	
Orange, Choice Grade	1 medium/180 g	Battered fish	100 g
Pear, Choice Grade	1 small/100 g	Fish cakes, hake	2 x 50 g /100 g
Peach, Choice Grade	180 g	Fish cakes,	2 x 50 g /100
Pineapple, Choice Grade	3 thin slices/135 g	Fish fingers	2
Watermelon, Choice Grade	1 wedge/250 g	Fish casserole	250 g
<b>Salad</b>			120 g
Baked bean salad	75 g	Fish stir-fry	120 g
Beetroot salad	80 g	Fish smoor	120 g
Green salad	80 g	Fish tart	120 g
Mixed salad	75 - 90 g	<b>Meatless &amp; processed</b>	
Potato salad	90 g	Assorted cold meat	4 slices
Rice salad	70 g	Beef sausage	100 g
Sliced fresh tomato	50 g	Macaroni & cheese	150 g
Three-bean salad	80 g	Macaroni & vegetable bake	150 g
Tomato & lettuce salad	65 g		90 g
<b>Vegetables</b>		Vegetable quiche	120 g
Baby marrow ratatouille	80 g		120 g
Baby marrows	45 g		120 g
Beetroot, warm	80 g	<b>Meat dishes</b>	
Broccoli	65g - 80 g	Liver, braised	120 g
Broccoli & cauliflower	80 g	Meat breyani	180 g
Broccoli & white sauce	65 g – 80 g	Meat pie with pouring batter	120 g
Butternut	90 g – 100 g	<b>Gravies &amp; sauces</b>	
Cabbage	65 g – 80 g	Chicken/meat gravy	50-80 ml
Carrots, steamed	80 g	Tomato relish	50 ml
Carrots, sweet/nutmeg	80 g	<b>Dessert</b>	
Cauliflower & white sauce	100 g	Fruit whip/jelly whip/jelly plain	50 ml
Corn/cut corn	45/65 g	Custard	100 ml
Gem squash	½	<b>Eggs</b>	
Green beans, stewed	80 g	Boiled/fried/poached	1 egg
Hawaiian mix	75 g	Srambled	2 eggs
Mixed vegetables	90 g	<b>Bread products</b>	
Peas	65 g – 80 g	Bread, sliced	35 g
Pumpkin, sweet	80 g	Bun/roll, whole-wheat/white	50 g

Section 3 - Catering and food specification			
TABLE 4	Recommended RDA (recommended dietary allowance) or DRI (dietary reference intake) for macro and micronutrients		
	Adults - 23-55 yrs	Pregnant and lactating women:	TB Adult
Kilojoules	6 300-8 400 kj	10 000 – 12 000	9 600-12 000 kj
Carbs	206-272 g	175 – 210 g	136-287 g
Protein	56-99 g	71 g	54-115 g
Fat	41-55 g	41-55 g	36-76 g

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Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 3 - Catering and food specification	Details of offer
<b>3.1</b>	<b>MENU &amp; SERVICE REQUIREMENTS: (continued)</b>	
3.1.2	<b>Daily diet list and patient menus</b>	
3.1.2.1	At <b>7:15 daily</b> MMH's nursing staff must furnish a copy of the provisional diet list of breakfast, lunch and supper menus for the following day to the service provider.	
3.1.2.2	At <b>7:15 daily</b> , when the updated bed/diet list is finalised by MMH's nursing staff, the service provider must be informed of any patients with allergies and/or preferences and furnished with all the correct patient diets. MMH shall keep a <b>copy</b> of the diet list on <b>ward level</b> for reference purposes.	
3.1.2.3	Any amendments will be attached to the diet list for record-keeping. In case of such changes, the final cut-off time to inform the contractor shall be - - <b>7:30</b> for lunch - <b>14:00</b> for dinner, failing which <u>soup and 2 slices of buttered bread</u> will be issued in the place of late meal orders.	
3.1.3	<b>Meal and beverage service times</b>	
3.1.3.1	<u>Main meals</u> shall be served in accordance with <b>Table 5</b> . <u>In-between snacks</u> as required are included in the beverage service in <b>Table 6</b> .	

**Table 5 Meal and snack service times**

Meal	Service time	Frequency
Breakfast	Between 08:00 and 08:30	Daily, 7 days/week
Lunch	Between 12:00 and 12:30	
Supper	Between 16:30 – 17:00	
In-between snack	At 05:00, 10:00, 15:00 and 21:00	

**Table 6 Beverage service times**

Adult patients	Service time	Frequency
Early morning	At 5:00	Daily, 7 days/week
Mid-morning	At 10:00	
Mid-afternoon	At 15:00	
Late-night	At 21:00	
3.1.3.2	The service provider shall supply in-between snacks and beverages to wards <b>4 times daily</b> , according to patient requirements. Food Service Aids (FSA's) shall prepare <b>all scheduled in-between snacks and beverages</b> and serve patients according to individual needs. The service provider's staff may not use these supplies to prepare their own snacks and beverages.	
3.1.3.3	The service provider's Food Service Aids shall fill water jugs from <b>07:00 to 18:00</b> daily or as required. Ice shall be supplied by the kitchen where necessary.	
3.1.3.4	The beverage service will not be available to MMH staff or patients' visitors.	

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Para	Section 3 - Catering and food specification	Details of offer																											
<b>3.1</b>	<b>MENU &amp; SERVICE REQUIREMENTS: (continued)</b>																												
3.1.4	<b>Special meal and beverage requirements</b>																												
3.1.4.1	<b>Travelling patients</b> <p>(a) Meal provisions for travelling patients are supplied according to the number of meals patients will require during their journey.</p> <p>(b) Meals must be ordered <u>in advance</u>, <b>at least 2 hours before the patient's departure</b>.</p>																												
<b>TABLE 7a Example of menu for travelling patients</b>																													
	<table border="1"> <thead> <tr> <th>Food/beverage</th><th>Example</th><th>Portion size</th></tr> </thead> <tbody> <tr> <td>Eggs</td><td>Boiled egg</td><td>1 egg</td></tr> <tr> <td>Cheese</td><td>Grated, diced, portions</td><td>25 g</td></tr> <tr> <td>Milk</td><td>Long-life milk</td><td>200 ml</td></tr> <tr> <td>Meat</td><td>Meat loaf/meat balls</td><td>60-90 g</td></tr> <tr> <td>Fruit/fruit juice</td><td>Fresh fruit in season/100% fruit juice</td><td>150 g/200 ml</td></tr> <tr> <td>Bread</td><td>Brown bread</td><td>4 slices</td></tr> <tr> <td>Spread</td><td>Peanut butter</td><td>8 g</td></tr> <tr> <td>Nutritional supplement</td><td>Ensure,</td><td>200 ml</td></tr> </tbody> </table>	Food/beverage	Example	Portion size	Eggs	Boiled egg	1 egg	Cheese	Grated, diced, portions	25 g	Milk	Long-life milk	200 ml	Meat	Meat loaf/meat balls	60-90 g	Fruit/fruit juice	Fresh fruit in season/100% fruit juice	150 g/200 ml	Bread	Brown bread	4 slices	Spread	Peanut butter	8 g	Nutritional supplement	Ensure,	200 ml	
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<b>TABLE 7b Example of lunchbox</b>																													
<b>Protein</b>	Boiled egg/meat balls/																												
<b>Starch</b>	4 Slices of bread with spread e.g jam/peanut butter/cheese																												
<b>Fruit</b>	User-friendly seasonal fruit/fruit juice																												
3.1.4.2	<b>Lodger mothers, late admissions &amp; patients awaiting discharge</b> <p>Lodger mothers, late admissions and patients awaiting discharge are entitled to receive a <b>snack meal</b>.</p>																												
<b>TABLE 8 Example of snack meal</b>																													
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3.1.4.3	<b>Breast-feeding/Kangaroo mothers</b> <p>Healthy breast-feeding mothers will be entitled to the <b>high-protein</b> diet. Diabetic breastfeeding mothers will receive a <b>full diabetic diet</b> including the <b>late-night snack</b>, and an <b>additional snack</b> at 5:00.</p>																												
3.1.4.4	<b>Day wards and outpatients</b> <p>Meals to patients in these departments will be served at the discretion of the hospital's management. Where meals are served, the tariff according to the meal schedule will apply.</p>																												

**WESTERN CAPE GOVERNMENT: HEALTH**  
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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL, (MMH), UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, (WCHW), FOR A 3-YEAR PERIOD**

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Para	Section 3 - Catering and food specification	Details of offer
<b>3.2</b>	<b>FOOD REQUIREMENTS:</b>	
3.2.1	<b>Islamic considerations</b>	
3.2.1.1	Food services provided in terms of this bid, and foods used in meals for Muslim patients, must conform to Islamic laws regarding the preparation and serving of food, and must bear the mark of a recognised Islamic certification body (eg MJC, ICSA, *HWMEM, etc), <u>where possible</u> . A <b>valid Halaal certificate</b> provided by the relevant Islamic certification body <b>must be displayed</b> in the food service area <b>at all times</b> . *Hospital Welfare & Muslim Education Movement	
3.2.1.2	<b>Kitchen utensils and appliances</b> used for the preparation of these meals must be <b>clearly identified</b> and <b>washed and stored separately</b> from other utensils.	
3.2.1.3	According to Islamic jurisprudence, different foods have degrees of suitability, which influence their lawful use. Where the guidelines and specifications further on refer to foodstuffs that are forbidden to members of the Muslim faith, they must be avoided. The following Muslim terminology refers to foodstuffs that are:  <b>Halaal</b> - Completely lawful  <b>Haraam</b> - Absolutely forbidden  <b>Makrooh</b> - Abominable  <b>Makrooh tanzih</b> - Mildly disapproved, but nonetheless lawful; close to Halaal  <b>Makrooh tahrimi</b> - Severely disapproved, but nonetheless lawful; however, more observant Muslims will abstain from such products, because they are close to Haraam  <b>Mubah</b> - Neutral or indifferent; may be consumed or avoided	
3.2.1.4	This terminology applies as follows to the basic food groups listed below:  <b>Meat</b> - Sheep and cattle must be slaughtered in accordance with the applicable religious laws. Pork, blood and carrion are absolutely forbidden.  <b>Poultry</b> - Chickens and other poultry must be slaughtered in accordance with the applicable religious laws.  <b>Fish</b> - Completely lawful  <b>Eggs</b> - Completely lawful  <b>Fats/oils</b> - Plant and vegetable fats/oils are completely lawful. Animal fats are subject to certain constraints.  <b>Vegetables and fruit</b> - Completely lawful raw or cooked, dried, canned or preserved, provided that no Haraam ingredient was added during processing.  <b>Alcohol &amp; alcohol-containing products</b> (e.g., flavouring essences)– Absolutely forbidden. Vinegar is lawful.	

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Para	Section 3 - Catering and food specification	Details of offer
3.2.2	<p><b>Product quality specification</b></p> <p><b>NOTE:</b> Should a manufacturer recall a product, the service provider will ensure that the product is not used in the production of food for this service until the affected product is declared safe by the relevant authorities.</p> <p><i>Meat, meat products and poultry</i></p> <p>(i) Fresh meat must comply with the specifications for the various grades of meat in the Meat Safety Act, 2000 (<b>Act no 40 of 2000</b>) and related regulations. The Foods, Cosmetics and Disinfectant Act, 1972 (<b>Act no 54 of 1972</b>) relates to the marking and labelling of meat packaging.</p> <p>(ii) Only fresh <b>locally produced</b> mutton and beef, Grade B2 quality or higher, shall be used. No imported meat or poultry will be accepted. Fresh meat and sausages must be <b>chilled</b> but <b>not frozen</b>.</p> <p>(iii) Fresh meat must be <b>lean</b> (without inherent fat) <b>or defatted</b> (with excess external fat trimmed).</p> <p>(iv) Meat must be free from disease and have a <b>mild, clean smell</b>. Strong, foreign or putrid odours must not be present.</p> <p>(v) Declared, limited amounts of grain products or any other fillers, spices or flavourings and food-safety preservatives, but <b>no nitrates</b>, may be added to processed meat products,</p> <p>(vi) <b>No amount of grain products or any other fillers</b> (fat, “rusks”, soya, water, offal, etc.), spices or flavourings and food safety preservatives may be added to fresh meat products.</p> <p>(ix) <b>No injected meat or poultry</b> will be acceptable.</p> <p>(x) The minimum required mass specified is <b>cooked edible mass only</b>, and excludes bone, fat and skin.</p> <p>(xi) The total animal fat content of all meat products <b>shall not exceed 10% (i.e. only 10% or 1-3mm visible fat)</b></p>	
3.2.2.1	<p><b>MINCE</b></p> <p>The product shall consist of ground beef with a <b>maximum fat content of 10%. Not more than 10%</b> cooked mass of a minced meat portion shall be replaced by textured vegetable protein of an acceptable quality.</p>	
3.2.2.2	<p><b>CUBED BEEF</b></p> <p>The product shall consist of <b>lean beef</b> with a <b>1-3 mm fat layer</b>, in <b>30 x 30 x 30 mm</b> cubes.</p>	

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Para	Section 3 - Catering and food specification	Details of offer
3.2.2	<b>Product quality specification (continued)</b>	
3.2.2.3	<b>BEEF SAUSAGES</b>  The product shall consist of three parts or <b>not less than 80% lean beef</b> , one-part or <b>10% beef fat</b> , <b>not more than 6% cereal</b> and starch products or <b>more than 1.5% salt</b> , mild seasoning and must contain no bone, cartilage or grit.	
3.2.2.4	<b>BOEREWORS</b>  The product shall contain at least <b>90% total meat</b> content, made up of lean beef or mutton plus a <b>maximum fat content of 10%</b> , <b>not more than 6% cereal</b> and starch products or <b>more than 1.5% salt</b> , mild seasoning and must contain no bone, cartilage or grit.	
3.2.2.5	<b>POULTRY</b>  Poultry shall comply with requirements prescribed for Grade A in <b>Government Notice R2078 of 25 July 1969</b> , and any amendments promulgated subsequently regarding grading, packing and marking of poultry. No salt water infusion of the product shall be permitted. <b>All poultry portions must be fresh, not frozen.</b>  <i>Fish and fish products</i>	
(i)	Fresh fish must comply with the regulations of the Foodstuffs, Cosmetics and Disinfectant Act, 1972 ( <b>Act no 54 of 1972</b> ) as amended. Fish must be in sound, fresh condition, must not show any signs of deterioration and must be suitably and hygienically packed and delivered to the end-user.	
(ii)	All fish purchased must be traceable and shall be harvested in accordance with sustainable fishing practices (SASSI).	

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Para	Section 3 - Catering and food specification	Details of offer
3.2.2	<b>Product quality specification (continued)</b>	
3.2.2.6	<b>HADDOCK</b>  The product must be cured but not heavily brined, with a bright colour and thin, shiny pellicle.	
3.2.2.7	<b>FROZEN FISH CAKES</b>  The products must contain at least <b>90% fish</b> , <b>not more than 6% cereal</b> and starch products or <b>more than 1.5% salt</b> , and mild seasoning.	
3.2.2.8	<b>TINNED FISH</b>  These products must comply with compulsory specifications published in <b>Government Notice R490</b> dated 28 March 1969, as amended by Government Notice R358 dated 10 March 1972, and <b>SABS 324/1953</b> (VC801). Fish must be tinned in accordance with <b>Government Notice 2277</b> dated 17 December 1971. No tins must be damaged, dented or leaking.  <i>Milk, dairy products and eggs</i>  (i) Only dairy products from suppliers whose premises have been found suitable by local health authorities, and who are able to provide a certificate to this effect, will be allowed. Premises will be subject to inspection at the discretion of the contractor. All dairy products shall comply with <b>Government Notice R520</b> dated 5 April 1973 and any applicable amendments issued.  (ii) All packaging/containers must be clearly marked or labelled with the following information in legible print, in accordance with <b>Regulation 908/1977</b> of the Foodstuffs, Cosmetics and Disinfectant Act, 1972 ( <b>Act no 54 of 1972</b> ): - the name and address of the manufacturer and his trademark, - the name and ingredients of the product (what it is made of), - the net volume of the contents in millilitres or litres, as applicable, - the net weight of the contents in grams or kilograms, as applicable, - the date of manufacture (code or serial number), and - the expiry date	
3.2.2.9	<b>FRESH AND POWDERED MILK</b>  Only <b>pasteurized 2% low fat milk</b> or skim milk shall be used for <b>patients</b> .  If powdered milk is used, it must be reconstituted according to manufacturer’s directions, e.g., <b>100 g skim milk powder</b> per litre of water.	
2.2.2.10	<b>CHEESE</b>  Where cheese is included in the menu, it shall comprise either cheddar, gouda or cottage cheese.	
2.2.2.11	<b>PLAIN YOGHURT AND BUTTERMILK</b>  Where plain yoghurt and buttermilk are included in the menu, the products provided shall be commercially prepared.	
2.2.2.12	<b>ICE CREAM</b>  Ice cream shall conform to local health regulations and/or <b>SABS 510/1954</b> and any applicable amendments issued.	

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Para	Section 3 - Catering and food specification	Details of offer
3.2.2	<b>Product quality specification (continued)</b>	
3.2.2.17	<p><b>EGGS</b></p> <p>Where eggs are included in the menu, they shall be <b>large and Grade 1</b> quality, in accordance with <b>Government Notice R62</b> dated 12 January 1973 and any applicable amendments issued regarding grading, packing and marking of eggs.</p> <p><i>Bread and bread products</i></p> <p>(i) All bread supplied shall conform to the provisions of <b>Section 84</b> of the Marketing Act (<b>Act 59 of 1968</b>) as amended and any applicable amendments issued. Bread and rolls shall be <b>fresh</b> and <b>free from foreign matter</b>.</p>	
3.2.2.18	<p><b>BREAD</b></p> <p>Where bread is included in the menu, only <b>brown or whole wheat bread</b> may be used. A <b>slice</b> of bread shall be a minimum of <b>35 g</b>.</p> <p><i>Spreads for bread</i></p>	
3.2.2.19	<p><b>MARGARINE, JAM AND PEANUT BUTTER</b></p> <p>Yellow, medium fat margarine may be served as <b>spread</b> with bread.</p> <p>Jam shall be <b>South African First Grade</b> quality in accordance with <b>Government Notice 1898</b> dated 22 October 1971 as amended.</p> <p>Peanut butter can be smooth or chunky and must be <b>aflatoxin-free</b>.</p> <p><i>Beverages</i></p>	
3.2.2.20	<p><b>COFFEE</b></p> <p><b>Ground coffee, instant coffee granules</b> may be used. In each case, the amount of <b>South African chicory</b> shall not exceed <b>25%</b> of the product's composition.</p>	
3.2.2.21	<p><b>TEA</b></p> <p>Good quality <b>Ceylon-type blended tea</b> or Choice Quality <b>Rooibos tea</b> shall be used.</p>	
3.2.2.22	<p><b>FRUIT JUICE</b></p> <p><b>Only 100% pure fruit juice</b> may be used – no powdered fruit juice (granules), fruit nectar, fruit juice concentrate or dairy-fruit juice blends will be allowed.</p> <p><i>Dessert</i></p>	
3.2.2.23	<p><b>CUSTARD POWDER</b></p> <p>The product shall be in the form of a fine, pale yellow powder and when reconstituted, shall have a <b>natural egg yolk colour</b> and a pleasant <b>vanilla flavour</b>.</p>	

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Para	Section 3 - Catering and food specification	Details of offer
3.2.2	<b>Product quality specification (continued)</b>	
	<i>Dry goods</i>	
3.2.2.24	<b>PULSES</b>	
	Dried beans, peas, lentils and barley shall be graded in accordance with <b>Government Notice R493</b> dated 29 March 1974. Pulses shall be free from moulds and yeast, and when tested, the aflatoxin levels should not exceed 10 mg/kg.	
	<i>Fruit and vegetables</i>	
(i)	All <b>fresh fruit and vegetables</b> shall be sound and of a good quality and standard.	
3.2.2.25	<b>FRESH FRUIT</b>	
	Fresh fruit shall be <u>Choice or Standard Grade</u> quality.	
3.2.2.26	<b>FROZEN VEGETABLES</b>	
	Frozen vegetables shall be <u>Choice Caterer's Grade</u> quality.	
3.2.2.27	<b>TINNED FRUIT AND VEGETABLES</b>	
	Tinned fruit and vegetables shall be <u>Choice or standard Grade</u> quality, and must comply with <b>Regulation 908/1977</b> of the Foodstuffs, Cosmetics and Disinfectant Act, 1972 ( <b>Act no 54 of 1972</b> ) which relates to the marking and labelling of packaging. No tins must be damaged, dented or leaking.	
<b>TABLE 9 Quality standards for selected foodstuffs</b>		
	Product	Latest issue of standard
	Baking powder	CKS 140
	Cooking oil	CKS 3
	Corned beef, prime	SABS 274
	Custard powder	CKS 138
	Fish paste	SABS 571
	Gelatine	SABS 49
	Gravy powder	CKS 290
	Jelly crystals	CKS 261
	Mayonnaise	CKS 630
	Meat extracts	CKS 139
	Peanut butter	CKS 339
	Tomato sauce	Best quality, at least 8% solids
	Worcestershire sauce	Best quality

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Para	Section 4 - Special conditions	Details of offer
<b>4.1.</b>	<b>APPLICABLE DOCUMENTS:</b> In addition to the <b>specification</b> and <b>annexures</b> which form part of this bid, prospective bidders are responsible for furnishing the following <b>compulsory bid and evaluation documents</b> in their bid offer where the requirement is stated. Bidders shall check the number of the pages and ensure that none are missing or duplicated, as no liability will be accepted for challenges arising as a result.	
4.1.1	<b>Compulsory bid documents</b>	
4.1.1.1	<b>WCBD1</b> - Invitation to Bid.	
4.1.1.2	<b>WCBD3.2</b> - Pricing schedules	
4.1.1.3	<b>WCBD4</b> - Declaration of Interest	
4.1.1.4	<b>WCBD6.1(b)</b> - Preference claim form	
4.1.1.5	<b>BBBEE Certificate</b> - Proof of current valid certificate	
4.1.1.6	<b>Annexure B</b> - Company profile	
4.1.1.7	<b>Annexure C</b> – Guarantee (to be provided by successful bidder within 14 days of award)	
4.1.2	<b>Compulsory evaluation documents</b>	
	These documents shall be either originals or certified copies of originals, and shall not be older than three months, confirming that a bidder is -	
4.1.2.1	<b>Registered under the Compensation for Occupational Injuries and Diseases Act 130 of 1993</b> - Letter of good standing with the Commissioner for COID	
4.1.2.2	<b>Registered with the Unemployment Insurance Fund</b> - Letter of good standing with the Commissioner for UIF	
4.1.2.3	<b>Registered in terms of the Skills Development Levies Act (Act 9 of 1999)</b> - Proof of current valid registration	
4.1.2.4	<b>Registered for Value Added Tax (VAT)</b> - VAT registration number	
4.1.2.5	<b>Registered for Pay as you Earn (PAYE)</b> - Letter of good standing with the Commissioner for PAYE	
4.1.2.6	<b>Registered for Public Liability Insurance</b> - Proof of current public liability insurance - Amount insured – a minimum of R 5, 000, 000.00	
4.1.2.7	<b>SABS/SANS 10049:2019/ISO compliant</b> - Proof that all food supplied to MMH comply with the specified quality standard and adhere to SABS specifications for the handling and preparation of food.	
4.1.2.8	<b>Compliant with the Health Act, 2003 (Act 61 of 2003) Regulation 638, “Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters”</b>  When the successful bidder occupies the kitchen at MMH they must immediately apply for the COA. Evidence to this effect must be supplied to the contract manager within 2 weeks of occupancy. All updates regarding this matter needs to be shared with the contract manager at all times until the COA is issued by the municipality.	

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Para	Section 4 - Special conditions	Details of offer
4.1.2	<b>Compulsory evaluation documents (continued)</b>  These documents shall be either originals or certified copies of originals, and shall not be older than three months, confirming that a bidder is -	
4.1.2.9	<b>A FEDHASA or similar Hospitality association, membership</b> - A copy of your current, valid membership certificate	
4.1.2.10	<b>Halaal certified</b> A current, valid Halaal certificate to be issued by a recognised Islamic certification body (e.g., MJC, ICSA, *HWMEM, etc.) for the handling and preparation of food in accordance with Islamic laws.	
4.1.2.11	<b>Experienced in providing Catering Services in the Public Health Sector</b> - Proof of a least <b>2 years’ experience</b> providing patient catering services in government health institutions (quotation/contract number/s) - Reference letters and contact details of <b>3 clients</b> , attesting to the bidder’s ability to provide a professional, punctual, reliable and cost-effective service, a sound accounting process and suitable contingency plans in emergencies.	
4.1.2.12	<b>Able to provide competent staff</b> - <b>Certified copies</b> of the qualification of the food service manager, food service supervisors, dietician and cooks - <b>Curriculum Vitae</b> supplied must be clearly linked to a position on the contract staff establishment e.g., “CV of Miss Ann Other, Food Service Manager”. - The Food Services Manager supervisors, dietician and cooks must have a certificate of proof of formal training, either in-house or by an outsourced company.	
4.1.2.13	<b>Able to provide a standard menu</b> - A proposed standard <b>3-week cycle menu</b> for high-protein and diabetic menus for winter and summer, based on the provincial menu. <b>All portion sizes must be included in the menus. Failure to comply will invalidate a bidder’s offer.</b>	
4.1.2.14	<b>Able to provide standardised recipes</b> All the recipes for the proposed 3-week cycle menu mentioned above must be submitted (for the normal and therapeutic menus). <b>Failure to comply will invalidate a bidders offer.</b>	
4.1.3	<b>Acts</b> that are <b>applicable to this bid</b> and should be read in conjunction with the specification include, but are not limited to:	
4.1.3.1	The Constitution of the Republic of South Africa ( <b>Act 108 of 1996</b> )	
4.1.3.2	The Employment Equity Act ( <b>Act 55 of 1998</b> )	
4.1.3.3	The Labour Relations Act ( <b>Act 66 of 1995</b> )	
4.1.3.4	The Basic Conditions of Employment Act ( <b>Act 75 of 1997</b> )	
4.1.3.5	Occupational Health and Safety Act ( <b>Act 95 of 1993</b> ) and regulations.	
4.1.3.6	Occupational Injuries and Diseases Act ( <b>Act 130 of 1993</b> ),	

**WESTERN CAPE GOVERNMENT: HEALTH**  
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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD**

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Para	Section 4 - Special conditions	Details of offer
	<b>Compulsory evaluation documents (continued):</b>	
4.1.3.7	The Health Act, 2003 ( <b>Act no 61 of 2003</b> ). <b>Regulation 638</b> relates to the hygienic handling of food and the inspection of food premises published under this Act, which is also enforced by local authorities (EHPs at municipalities) in their areas of jurisdiction.	
4.1.3.8	The Food, Cosmetics and Disinfectants Act, 1972 ( <b>Act no 54 of 1972</b> ). This Acts addresses the manufacture, sale and importation of food. Authorised local authorities (EHPs at municipalities) enforce it in their areas of jurisdiction. Food import control is conducted by Port Health Services (EHPs of Western Cape Government Health). <b>Regulation 908/1977</b> relates to the marking and labelling of meat packaging with the required information in legible print.	
4.1.3.9	The Meat Safety Act, 2000 ( <b>Act no 40 of 2000</b> ) and related regulations. Products shall comply with the specifications for the various grades of meat in this Act and the Food, Cosmetics and Disinfectant Act, 1972 (Act no 54 of 1972).	
4.1.3.10	Code of Good Practice for Food Hygiene Management, <b>SABS 049</b> , Government Notice No. <b>R. 1748 of 26 June 1992</b> , Government Notice No. <b>R. 2120 of 20 September 1985</b> and Government Notice No. <b>R. 2178 of 23 November 1990</b> .	
4.1.3.11	Government Notice <b>R. 2078 of 25 July 1969</b> , and any amendments regarding grading, packing and marking of poultry promulgated subsequently.	
<b>4.2</b>	<b>BRIEFING/INFORMATION SESSION:</b>	
4.2.1	All prospective bidders are invited to attend a <b>compulsory information session</b> and <b>site inspection</b> . <b>Failure to attend will invalidate a bidder's offer</b> . A <b>10-minute allowance</b> from the starting time will be made after which the doors of the meeting venue will be locked. Late bidders will not be allowed to enter the venue and will be excluded.	
4.2.4	Bidders must sign an attendance register, of which an example is attached as <b>Annexure A</b> , at the information session and at the compulsory site inspection (walk about). The register will be provided at the relevant venues on the meeting day and will be forwarded to Sourcing by the institution after the meeting as proof that the bidder attended the information session and site inspection.	
4.2.5	<p><b>Date and time:</b> 30 August 2024 @ 10:00</p> <p><b>Venue:</b> Lecture room 7 &amp; 8 Mowbray Maternity Hospital 12 Hornsey Road, MOWBRAY 7700</p> <p><b>Contact person:</b> Mr Elton Swanepoel</p> <p><b>Telephone no:</b> (021) 659 5567</p> <p><b>E-mail address:</b> <a href="mailto:elton.swanepoel@westerncape.gov.za">elton.swanepoel@westerncape.gov.za</a></p>	

**WESTERN CAPE GOVERNMENT: HEALTH**  
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Para	Section 4 - Special conditions	Details of offer
<b>4.3.</b>	<b>PRICING:</b>	
4.3.1	The bidder undertakes to provide the services specified to MMH in accordance with the bid prices it has provided according to the requirements in the <b>WCBD1</b> and <b>WCBD3.2</b> forms.	
4.3.2	<p>Bid prices must be <b>firm three-tier prices</b>, where <b>any annual escalations that may be reasonably expected</b> (e.g., labour, food &amp; transport cost, inflation) have been incorporated into the prices for each year of the contract. <u>No additional requests for increases will be considered, therefore, during the contract term.</u></p> <p>Under no circumstances, either before or after the award of the bid, shall the WCGH with any party regarding alternative methods of calculating the cost of the service.</p>	
<b>4.4.</b>	<b>BID EVALUATION:</b>	
4.4.1	The <b>specification and conditions</b> here and elsewhere in this bid, any documents where bidders have been required to respond, and compliance with inherent requirements, such as CSD registration, will all be considered <b>part of the evaluation</b> of received bids.	
4.4.2	<b>The following factors will be considered during the evaluation of this bid:</b>	
4.4.2.1	A minimum of Two (2) years’ experience and knowledge of patient catering in a Public and Private Sector hospital environment. Only <b>recognised, reputable catering service providers</b> with proof of experience in the provision of catering services at hospitals.	
4.4.2.2	The provision of references for similar food services undertaken. Bidders must provide <b>detailed information</b> of their experience in the catering trade, <b>acceptable proof</b> of the ability to supply high quality meals and a <b>list of present catering contracts</b> with their bid documents.	
4.4.2.3	A <b>detailed, documented system analysis</b> for a functional organisational structure as a basis for managing this contract. Please see <b>Annexure B</b> . Bidders must clearly indicate the <b>envisaged organisational principles, procedures and functions</b> for the effective management and operation of the institution in the analysis submitted.	
4.4.2.4	Any offers deviating from the specified requirements, or <b>alternative, qualified, conditional or incomplete offers will not be considered</b> . The Department of Health & Wellness will be under no obligation to enter into correspondence with bidders about this condition.	

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Para	Section 4 - Special conditions	Details of offer
<b>4.5</b>	<b>GUARANTEE AND SURETY:</b>	
4.5.1	Please see paragraph 7 of the General Conditions of Contract. The prospective service provider shall furnish the Directorate Sourcing, WCGH, Head Office with a <b>financial guarantee equivalent to 2.5%</b> of the total contract value, the monetary value of which shall be determined in the letter of acceptance, <b>within 14 days</b> of notification of the acceptance of the bid.	
4.5.2	The proceeds of the performance security shall be payable to the hospital as <b>compensation</b> for any <b>loss</b> resulting from the service provider's failure to complete his obligations under the contract.	
4.5.3	If the prospective service provider <b>fails</b> to comply with this requirement, the Directorate Supply Chain Management at Head Office is entitled to <b>terminate</b> the contract without prejudice to any other rights it may have, and to <b>recover any damages</b> suffered due to this failure and the need to accept a less favourable bid for the catering service.	
4.5.4	The type of <b>financial guarantee</b> shall be <b>valid</b> for the <b>duration of the contract</b> and shall be in the <b>currency of the contract</b> , or a freely convertible currency acceptable to the end-user and shall be in one of the following forms, in accordance with <u>paragraph 7.1 of the General Conditions of Contract</u> :	
4.5.4.1	a <b>bank guarantee</b> or an irrevocable letter of credit issued by a reputable bank in the end-user’s country or in a foreign country acceptable to the end-user, in the form provided in the bid documents or another form acceptable to the end-user;	
<b>4.6</b>	<b>LIAISON:</b>	
4.6.1	The service provider must have <b>the full-time services</b> of (a) <b>fully qualified dietician(s)</b> registered with the Health Professions Council of South Africa ( <b>HPCSA</b> ) on the payroll of the company or must undertake to acquire the services of such (a) qualified person(s).	
4.6.2	MMH shall appoint a <b>Contract Manager</b> and the service provider shall appoint a <b>Catering Manager</b> who shall form communication between the patients, MMH and the service provider. This <b>liaison committee</b> shall co-operate closely to facilitate the flow of information regarding operational issues between the parties.	
4.6.3	Both Managers must ensure that a <b>contact person</b> is available <b>24 hours</b> a day to manage <b>emergency</b> situations relating to the catering service that might arise either on the side of MMH or the service provider.	
4.6.4	The service provider must furnish the <b>curriculum vitae</b> of the <b>Catering Manager</b> , who will manage the specialist food service operation of MMH for the duration of the contract, <b>within 14 days before commencement</b> of the contract.	
4.6.5	To promote efficient liaison between MMH and service provider after the award of the contract, the contractor must provide the following:	
4.6.5.1	the <b>physical address</b> of <u>its nearest office to the location of the contract</u> , and	
4.6.5.2	confirmation that the in-house <b>Catering Manager</b> is <b>stationed at this office</b> , and that the <b>dietician of the catering company</b> will visit the hospital <b>every two weeks</b> .	

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Para	Section 4 - Special conditions	Details of offer
<b>4.7</b>	<b>ACCOUNTING:</b>	
4.7.1	The service provider must adhere to generally <b>acceptable accounting practices</b> and will maintain <b>all accounting records</b> for the provisioning of the catering service.	
4.7.2	The accounting period shall be from the first day to the last day of each month. Accounts received by MMH for the food service must be <b>remitted within 30 days</b> of receipt of an accurate, certified account. MMH does not accept responsibility for delays in payment due to the submission of inaccurate accounts.	
4.7.3	The service provider shall provide food on an <b>all-risk basis</b> and MMH will only pay for <u>actual</u> meals and beverages issued to patients. The amount claimed from MMH for meals served <b>shall not exceed</b> the amount in the <b>pricing schedules, form WCBD3.2</b> , subject to the provisions under “Pricing”. This will enable MMH’s Contract Manager to monitor and keep account of <u>all meals, snacks and beverages actually served</u> on each occasion to patients in terms of the contract.	
4.7.4	The service provider must provide MMH with a document to verify patient meals served per month. <b>Monthly</b> payment claims for meals must be submitted to MMH’s Contract Manager on the service provider’s official invoices by the <b>2<sup>nd</sup> weekday</b> of the <b>next month</b> and must be supported by the schedules reflecting the total number of <b>meals served and the cost</b> of the meals.	
4.7.5	The actual number of meals served to patients and any costs reflected in the accounting schedules, <b>Annexure E</b> , must be <b>certified as correct</b> by MMH’s Contract Manager or an appointed and authorized representative, to enable MMH to <b>monitor and keep account</b> of all meals consumed.	
4.7.7	At any reasonable time, MMH, in the capacity of its Contract Manager or other duly authorized person, shall be entitled to <b>inspect</b> all the <b>records and documents</b> of the service provider relating to the provision of the catering service (e.g., purchase orders, accounts, invoices etc.).	
<b>4.8</b>	<b>PUBLIC LIABILITY AND INSURANCE INDEMNITY:</b>	
4.8.1	The service provider shall indemnify MMH and hold it harmless against:	
4.8.1.1	any <b>damage</b> to MMH’s movable or immovable property, any loss resulting directly or indirectly from damage to such property, any act or omission on the part of the service provider’s or its staff, or any damage arising from the use and occupation of MMH’s property by the service provider,	
4.8.1.2	<b>legal liability</b> for any <b>claims</b> that may be made against MMH arising from damage to movable or immovable property of any third parties, including any damage resulting directly or indirectly from any act or omission on the part of the service provider or its staff, or any damage arising from the use and occupation of MMH’s property by the service provider,	
4.8.1.3	<b>legal liability</b> claims in the event of the <b>death, injury or illness</b> of any person, including employees MMH or their dependents, or any associated loss resulting or arising from any act or omission on the part of the service provider or its staff, or any damage arising from the use and occupation of MMH’s property by the service provider, or	

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Para	Section 4 - Special conditions	Details of offer
	<b>PUBLIC LIABILITY AND INSURANCE INDEMNITY: (continued)</b>	
4.8.1.4	any <b>reasonably incurred legal costs</b> , including attorney and client costs, relating to claims or actions against MMH arising from any act or omission on the part of the service provider or its staff, or any damage arising from the use and occupation of MMH’s property by the service provider.	
4.8.2	For the proper <b>fulfilment</b> of this indemnity, the service provider shall submit proof of the insurance cover held and maintained to cover the risks above as well as the amount of such cover, <b>within 14 days</b> of the date of the letter of acceptance.	
4.8.3	If MMH deems this amount <b>insufficient</b> , it reserves the right to request the service provider to <b>increase the cover</b> at his expense to the value determined by MMH.	
4.8.4	If the contractor <b>fails to pay the premiums</b> required to maintain the insurance cover, a penalized amount will be deducted from its monthly service account until such time that liability coverage is validated.	
4.8.5	This bid will be accepted on condition that MMH may <b>terminate the agreement</b> in its sole discretion and without prejudice to any other rights it may have, if the service provider <b>fails to submit proof</b> of the <b>insurance cover</b> required above. The service provider shall be liable for any damage which MMH may sustain due to the termination of the contract and the appointment of another service provider.	
<b>4.9</b>	<b>SECURITY:</b>	
4.9.1	The service provider must supply a <b>list with the names of all their staff</b> at MMH to MMH’s Contract Manager for security purposes. Any <b>personnel changes</b> must be <b>reported</b> in writing to the Contract Manager, who will inform MMH’s security section in turn. <b>Unidentified staff</b> and staff whose names do not appear in the security section’s records will <b>not be allowed access</b> to MMH.	
4.9.2	The service provider shall ensure that their staff complies with the security regulations applicable to MMH. The service provider’s staff shall <b>wear official name/identification badges</b> at all times. Staff may be subjected to <b>random searches</b> .	
4.9.3	MMH reserves the right to <b>notify the service provider</b> in writing about any <b>food service staff-member</b> it views as a <b>threat to the security</b> , health or safety of hospital patients and/or staff, without prejudice to the contractor’s <b>right to screen personnel</b> prior to employment. The service provider may not continue to use these staff-member(s) in the execution of the contract and must <b>terminate employment</b> of such staff-member(s) at MMH <b>within one month</b> of receipt of MMH’s <b>written notification</b> .	
4.9.4	<b>No information</b> concerning the WCGH, MMH or any of its activities may be <b>disclosed to the public or the media</b> by members of the service provider’s staff.	

**WESTERN CAPE GOVERNMENT- HEALTH**

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<b>4.10</b>	<b>FIRE AND SAFETY PRECAUTIONS:</b>	
4.10.1	The service provider shall ensure compliance with the provisions of the Occupational Health and Safety <b>Act, No. 95 of 1993</b> , and regulations.	
4.10.2	The service provider shall report <b>any hazardous situation</b> in writing to MMH. Similarly, MMH will report any hazardous situations that require the service provider's attention to the service provider in writing through the <b>Health and Safety Committee structures</b> . MMH management will review the situation and determine a course of action.	
4.10.3	The service provider shall ensure that <b>all staff</b> under his control are <b>trained in Health and Safety procedures</b> , including fire training, that they know the fire drill procedures of MMH and are aware of the locations of fire extinguishers on the premises. The service provider must be familiar with MMH's <b>Major Incident Plan</b> .	
4.10.4	<b>Fire extinguishing equipment</b> in the service provider's designated operational areas must be recorded on his inventory schedule, however, MMH <b>will maintain</b> this equipment and ensure that it is in good working order.	
4.10.5	The service provider must ensure that <b>all electrical appliances</b> used in the execution of the contract, and for which he is responsible, are <b>in good working order</b> , will not trip the earth leakage system of MMH, or pose a <b>fire-hazard</b> to any person, property or premises.	
4.10.6	Any power disruptions caused by the service provider's faulty equipment can have <b>severe and adverse effects</b> on the operation of MMH in general and patients on life-support systems in particular. The service provider will be <b>liable for any claims and damages</b> incurred in this way.	
<b>4.11</b>	<b>INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE:</b>	
4.11.1	The service provider shall be liable for the provision of the catering service <b>irrespective</b> of the effect of <b>industrial action</b> and/or unrest on management staff and other food service staff employed by the contractor.	
4.11.2	During industrial action and/or unrest the service provider's staff will be present on the MMH premises at <b>their own risk</b> . MMH shall not be liable for any damage to property or equipment of the service provider or his staff, or injury to or death of the service provider's staff. The service provider shall <b>indemnify</b> MMH against such <b>damages or claims</b> and <b>legal costs</b> including attorney and client costs.	
4.11.3	<b>Should the service provider's staff embark on a strike/industrial action they will not be allowed onto the MMH premises.</b>	
4.11.4	If the premises used by the service provider to provide the catering service should become either partially or completely <b>inaccessible</b> due to <b>force majeure</b> (Refer to GCC 25.1) or <b>fire damage</b> , MMH and the service provider shall agree mutually on methods to continue the service as best as possible.	
<b>4.12</b>	<b>DISTURBANCES:</b>	
4.12.1	The service provider shall not facilitate access to, or allow any activity, person or vehicle on the premises of MMH that could pose a <b>disturbance, inconvenience, public nuisance or danger</b> to patients, staff or property. <b>Noise levels</b> must be limited as far as practically possible.	

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<b>4.13</b>	<b>RESTRICTIONS:</b>	
4.13.1	MMH reserves the right, within reason, to implement such regulatory measures as it may deem necessary to <b>maintain hygiene standards, safety and order</b> on the premises. If the contractor fails to comply with these measures despite written notification by MMH, the service provider's <b>non-compliance</b> may be considered <b>breach of contract</b> .	
<b>4.14</b>	<b>TRANSPORT:</b>	
4.14.1	The contractor shall provide all <b>suitable and approved transport services</b> necessary for the proper execution of its management and food service functions and shall be fully liable for conveying supplies to the hospital.	
4.14.2	The contractor shall provide its <b>own trolley(s) for transportation of products into the hospital's Food Service storage area</b> . Under NO circumstances may the supplier use the hospital's trolleys.	
<b>4.15</b>	<b>WASTE DISPOSAL:</b>	
4.15.1	The service provider shall place all refuse generated by its food service in sturdy refuse bags of <b>at least 50-micron thickness</b> , seal these bags with cable ties and place them in MMH's waste containers in the goods yard. MMH will dispose of such refuse at its own discretion and at no cost to the service provider.	
<b>4.16</b>	<b>PROMOTIONAL AND ADVERTISING MATERIAL:</b>	
4.16.1	The service provider may not display any <b>promotional sign, poster, name plate, article or object</b> with its <b>name or logo</b> in MMH or on MMH premises, without the <b>written approval</b> of the Chief Executive Officer of MMH, or his representative. MMH reserves the right to remove any such item which is deemed undesirable at the service provider's cost.	
<b>4.17</b>	<b>TRANSFER AND CESSION:</b>	
4.17.1	The service provider must be the <b>sole provider</b> of the catering service. The use of <b>sub-contractors</b> will <b>not be allowed</b> without the <b>prior written permission</b> of WCGH. If <b>sub-contracting</b> is unavoidable, the relevant paragraphs of preference claim form <b>WCBD6.1(b)</b> will apply.	
4.17.2	The service provider will <b>not cede, transfer, sell or alienate</b> the contract or a part of it in any way to any other person or company <b>without obtaining</b> <b>written permission</b> from the WCGH and on condition that the cessionary <b>complies with all requirements</b> of this contract.	

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD**

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 - Special conditions	Details of offer
<b>4.18</b>	<b>BREACH AND TERMINATION:</b>	
4.18.1	Should either party commit a breach of this contract's provisions and fail to remedy that breach <b>within 14 days</b> after receipt of a written notice, the non-defaulting party, without prejudice to any other right it may have as a result of the breach, shall be entitled to <b>cancel the contract</b> with the other party upon written notice to the address in the contract. The parties agree that the provision of <b>paragraph 23</b> of the <b>General Conditions of Contract</b> will apply in that event if it is not conflict with the contract.	
4.18.2	The service provider's' right to <b>use or occupy</b> any part of the <b>premises, or use any equipment</b> of MMH, <b>shall cease on termination</b> of the contract.	
4.18.3	The service provider shall <b>vacate the premises on termination</b> of the contract and <b>return all the items</b> in the Inventory Schedule, Annexure D, to MMH in the same condition in which they were received, fair wear and tear excepted.	
4.18.4	MMH shall be entitled to determine the <b>value of any missing items</b> in collaboration with the service provider, and to <b>deduct</b> the amount of the value or reduced value of such items <b>from any amount due</b> to the service provider.	
4.18.5	If MMH should be <b>closed permanently</b> for any reason, MMH shall give the service provider <b>3 months' prior written notice</b> of the intended closing and shall reserve the <b>right to terminate</b> this agreement with the service provider at the time of closing.	
4.18.6.1	The service provider agrees that the termination of its contract, (either when the 3-year term or any extensions have expired), and the commencement of a new service <b>does not constitute a transfer</b> or cession of the service - <ul style="list-style-type: none"> <li>- either in the legal sense, or</li> <li>- <b>Accounting Officer's System</b> for Procurement, Supply Chain and Asset Management issued by the Accounting Officer in terms of section 44(1) and 44(2) of the PFMA, 1999 and subsequent amendments.</li> </ul>	
4.18.6.2	As such, <b>Article 197</b> of the Labour Relations Act ( <b>Act 66 of 1995</b> ) and subsequent amendments of the Act <b>cannot be invoked</b> to compel the incoming contractor to <b>transfer</b> and permanently appoint <b>any or all</b> of the <b>outgoing service provider's staff</b> on its establishment.	
4.18.6.3	If members of the <b>outgoing service provider's staff wish to remain on site</b> due to logistical considerations (e.g., living in the area), the <b>incoming service provider</b> may offer <b>employment contracts</b> to such staff, subject to <b>conditions</b> that are <b>similar or better</b> than those of the outgoing contractor, <b>without interference or obstruction</b> from the outgoing contractor.	
4.18.6.4	The service provider must schedule interviews with current staff, working at the institution, during teatime, lunch time and after hours in order for the service to continue without disruptions .	
4.18.7	The service provider agrees that the <b>premises</b> may be <b>viewed by prospective bidders</b> accompanied by MMH's Contract manager at any reasonable time during the <b>last 3 months</b> of the duration of the contract.	

**WESTERN CAPE GOVERNMENT: HEALTH**

DIRECTORATE: SUPPLY CHAIN

(G & S SOURCING)

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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD**

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 - Special conditions	Details of offer
<b>4.19</b>	<b>DISPUTE RESOLUTION:</b>	
<b>4.19.1</b>	<b>Mediation</b>	
4.19.1.1	Any dispute arising from or relating to this contract may be referred to a mediator <b>without legal representation</b> by the parties.	
4.19.1.2	The dispute shall be heard by a mediator selected by agreement between the parties, at a place and time he/she has determined in consultation with the parties.	
4.19.1.3	If the parties cannot agree on a particular mediator within <b>5 calendar days</b> after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope shall nominate a mediator within <b>10 calendar days</b> after the parties' failure to agree.	
4.19.1.4	The mediator at his/her sole discretion shall determine whether the referral shall be made by written or verbal representations, on condition that he/she shall consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.	
4.19.1.5	The parties shall have <b>14 calendar days</b> to finalise their representations. <b>Within 14 calendar days</b> of receiving the representations, the mediator shall provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.	
4.19.1.6	The mediator's opinion shall be <b>final and binding</b> on the parties <b>unless a party is unwilling to accept it</b> . Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration. The mediator's opinion shall not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.	
4.19.1.7	The mediator shall determine the cost and liability for the cost of mediation, which shall be due and payable to the mediator on presentation of his/her written account.	
<b>4.19.2</b>	<b>Arbitration</b>	
4.19.2.1	Any dispute arising from or relating to this contract may be referred to arbitration.	
4.19.2.2	According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration shall be held in <b>Cape Town</b> with the intention that it be concluded within <b>14 calendar days</b> where possible.	
4.19.2.3	Unless otherwise stated here, if the disputed matter is- (a) primarily a legal matter, the arbitrator shall be a <b>practising senior advocate of the Cape Bar</b> ; (b) any other matter, the arbitrator shall be an <b>independent, suitably qualified person</b> mutually agreed upon by the disputing parties	

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
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BID OPENED 11:00

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**WCGHSC0097/2024 FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD**

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 - Special conditions	Details of offer
	<b>Arbitration (continued)</b>	
4.19.2.4	If parties cannot agree whether the question in dispute falls under 3(a) or 3(b) above and /or on a particular arbitrator within <b>7 calendar days</b> after agreeing to refer the dispute to arbitration, the serving Chairperson of the Cape Bar Council shall: <ul style="list-style-type: none"> <li>- determine whether the question in dispute falls under 3(a) or 3(b) and/or</li> <li>- appoint an arbitrator from two arbitrators nominated by each party within <b>7 calendar days</b> after the parties' failure to agree.</li> </ul>	
4.19.2.5	The arbitrator shall provide his/her decision within <b>14 calendar days</b> after the completion of arbitration. He/she may determine that the arbitration costs be paid by either one or both parties and at a rate he/she considers appropriate.	
4.19.2.6	The arbitrator's decision is <b>final and binding</b> and may be made an order by the Western Cape High Court, Cape Town on application by either party.	
<b>4.20</b>	<b>GENERAL:</b>	
4.20.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Department reserves the right, in its sole discretion:	
4.20.1.1	- <b>to withdraw</b> any services from the bid process, <b>to terminate</b> any party's participation in the bid process or <b>to accept or reject</b> any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,	
4.20.1.2	- <b>to amend</b> the bid process, closing date or any other date at its sole discretion,	
4.20.1.3	- <b>to cancel</b> the bid or any part of the bid before the bid has been awarded,	
4.20.1.4	- <b>not to accept</b> the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,	
4.20.1.5	- <b>not to award</b> the bid to the highest points or lowest price,	
4.20.1.6	- <b>to reject</b> all responses submitted and to embark on a new bid process.	

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

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# PRICING SCHEDULE (SERVICES)

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER **WCGHSC0097/2024**

CLOSING TIME : **11:00 ON FRIDAY,**

OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT		
1.	<b>Estimated meals for 36 months</b>	<b>MENU A: High-protein diet for adult patients.</b> See <b>Therapeutic Meal Guidelines, Table 1c (i)</b> on <b>page 26.</b> In accordance with the following meal plan:	<b>Cost per patient per day</b>		
			<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
1.1	155 000	<b>EARLY-MORNING TEA</b> Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... <b>R.....</b>	R..... <b>R.....</b>	R..... <b>R.....</b>
1.2	155 000	<b>BREAKFAST</b> Fruit/fruit juice Porridge/cereal with milk and sugar Protein Brown bread (2 slices) with margarine and jam Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... <b>R.....</b>
1.3	155 000	<b>MID-MORNING SNACK</b> Brown bread (2 slices) with margarine and peanut butter/cheese Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
1.4	155 000	<b>LUNCH</b> Soup, optional, <b>winter only</b> Protein Starch Vegetables and/or salad (2 vegetables or 1 vegetable/1 salad) Dessert, <b>once a week</b> Fruit Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... <b>R.....</b>
1.5	155 000	<b>MID-AFTERNOON SNACK</b> Brown bread (2 slices) with margarine and peanut butter/cheese Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
1.6	155 000	<b>SUPPER</b> Soup, optional, winter only Protein Starch Vegetables/salad Brown bread (2 slices) with margarine and jam Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... R..... <b>R.....</b>
1.7	155 000	<b>LATE-NIGHT SNACK</b> Brown bread (2 slices) with margarine and peanut butter/cheese Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
1.8	155 000	<b>OTHER ALLOWANCES</b> Salt and pepper sachets Milk including milk allowance for beverages and porridge: <b>600 ml</b> for pregnant & lactating women <b>SUB-TOTAL</b>  <b>Food cost per patient per day</b> for items 1.1 to 1.8, <b>excluding</b> overheads, staff and miscellaneous costs, all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit and delivery, but <b>including</b> VAT.  <b>Note to bidders:</b>  <b>Food cost</b> for Menus A-E, <b>items 1-5</b> for <b>3 years</b> must be provided under <b>item 6.1.</b> This bid will be recommended on the basis of the <b>total cost of service for 3 years</b> under <b>item 6.5.</b>	R..... R..... <b>R.....</b>  R..... R..... <b>R.....</b>  R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>  R..... R..... <b>R.....</b>  R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>  R..... R..... <b>R.....</b>  R..... R..... <b>R.....</b>

**PRICING SCHEDULE (SERVICES)**

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

**IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.**

- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is too small)
- .....
- .....
- C. Period required for delivery. **Please note that delivery cost to the prescribed destination must be included in the total bid cost.**
- .....
- D. **Please note that the total bid cost under item 16.4 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).**
- E. **A bidder's conditions will not supersede those in the bid document.**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

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# PRICING SCHEDULE (SERVICES)

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO A MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER **WCGHSC0097/2024**

CLOSING TIME : **11:00 ON FRIDAY,**

OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT		
2.	<b>Estimated meals for 36 months</b>	MENU B: <b>8 400-10 000 Kilojoules meal</b> for <b>adult diabetics</b> . See <b>Therapeutic Meal Guidelines, Table 1c (ii)</b> on <b>page 27</b> and <b>Glycaemic Index</b> on <b>page 28</b> for foods to allow & foods to avoid. In accordance with the following meal plan:	<b>Cost per patient per day</b>		
			<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
2.1	4 200	<b>EARLY MORNING TEA</b> Tea/coffee with skim milk (200 ml) <b>SUB-TOTAL</b>	R..... R.....	R..... R.....	R..... R.....
2.2	4 200	<b>BREAKFAST</b> Fruit Porridge/cereal Protein Brown bread (2-slices) with margarine and jam Tea/coffee with skim milk (200 ml) <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... R.....	R..... R..... R..... R..... R..... R.....	R..... R..... R..... R..... R..... R.....
2.3	4 200	<b>MID-MORNING SNACK</b> Brown bread (2 slices) with margarine and peanut butter/cheese Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... R.....	R..... R..... R.....	R..... R..... R.....
2.4	4 200	<b>LUNCH</b> Soup ( <b>optional</b> for diabetic patients) Protein Starch Vegetables and/or salad (2 vegetables or 1 vegetable/1 salad) Tea/coffee with skim milk (200 ml) <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... R.....	R..... R..... R..... R..... R..... R.....	R..... R..... R..... R..... R..... R.....
2.5	4 200	<b>MID-AFTERNOON SNACK</b> Brown bread (2 slices)/ Provita (6 biscuits) with margarine and cheese Tea/coffee with skim milk (200 ml) <b>SUB-TOTAL</b>	R..... R..... R.....	R..... R..... R.....	R..... R..... R.....
2.6	4 200	<b>SUPPER</b> Soup (optional for diabetic patients) Protein Starch Vegetables Brown bread (2-slices) with margarine and jam Tea/coffee with skim milk (200 ml) Fruit <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... R..... R..... R.....	R..... R..... R..... R..... R..... R..... R..... R.....	R..... R..... R..... R..... R..... R..... R..... R.....
2.7	4 200	<b>LATE NIGHT SNACK</b> Brown bread (2 slices)/Provita (6 biscuits) with margarine and cheese Tea/coffee with skim milk (200 ml) <b>SUB-TOTAL</b>	R..... R..... R.....	R..... R..... R.....	R..... R..... R.....
		<b>Food cost per patient per day</b> for items 2.1 to 2.7, <b>excluding</b> overheads, staff and miscellaneous costs, all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit and delivery, but <b>including</b> VAT.	R.....	R.....	R.....
		<b>Note to bidders:</b>			
		<b>Food cost</b> for Menus A-E, <b>items 1-5</b> for <b>3 years</b> must be provided under <b>item 16.1</b> .			
		This bid will be recommended on the basis of the <b>total cost of service for 3 years</b> under <b>item 6.5</b> .			

PRICING SCHEDULE (SERVICES)

BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Does the offer comply with the specification? Please circle your option. YES/NO
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is too small)  
.....  
.....
- C. Period required for delivery. Please note that delivery cost to the prescribed destination must be included in the total bid cost.  
.....
- D. Please note that the total bid cost under item 16.4 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).
- E. A bidder's conditions will not supersede those in the bid document.

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00  
  
13 September 2024  
  
1)..... 2) .....  

SIGNED SIGNED



# PRICING SCHEDULE (SERVICES)

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO A MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER **WCGHSC00097/2024**

CLOSING TIME : **11:00 ON FRIDAY,**

OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT		
3.	<b>Estimated meals for 36 months</b>	MENU C: <b>Full fluid diet</b> , comprising <u>four fluids of 200 ml</u> at mealtimes, excluding <u>yoghurt (80 ml)</u> and <u>ice cream (80-100 ml)</u> . A variation or preferably a choice for patients is essential. See <b>Therapeutic Meal Guidelines, Table 1c (iii)</b> on <b>page 29</b> for foods to allow & foods to avoid. In accordance with the following meal plan:	<b>Cost per patient per day</b>		
			<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
3.1	3 300	<b>BREAKFAST</b> Fruit juice (2 x 200 ml) Yoghurt (80 ml) Porridge (200 ml), liquidized and strained, with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... R..... <b>R.....</b>	R..... R..... R..... <b>R.....</b>	R..... R..... R..... <b>R.....</b>
3.2	3 300	<b>MID-MORNING SNACK</b> Nutritional supplement eg Nutren Optimum/Deo Volante (200 ml) Fruit puree (80 ml) <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
3.3	3 300	<b>LUNCH</b> Home-made soup, strained (200 ml) Nutritional supplement eg Nutren Optimum/Deo Volante (200 ml) Jelly and ice cream (200 ml) Milk shake (200 ml) Fruit juice, Ceres or equivalent (200 ml) <b>SUB-TOTAL</b>	R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... R..... <b>R.....</b>
3.4	3 300	<b>MID-AFTERNOON SNACK</b> Yoghurt drink/fruit yoghurt (80 ml) Apple juice (200 ml) <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
3.5	3 300	<b>SUPPER</b> Home-made soup, strained (200 ml) Jelly and custard (200 ml) Fruit smoothie/milk shake (200 ml) Tea/coffee with 2% low fat milk and sugar <b>SUB-TOTAL</b>	R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... <b>R.....</b>
3.6	3 300	<b>LATE-NIGHT SNACK</b> Nutritional supplement eg Nutren Optimum/Deo Volante (200 ml) Ice cream (125 ml) <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
		<b>Food cost per patient per day</b> for items 3.1 to 3.6, <b>excluding</b> overheads, staff and miscellaneous costs, all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit and delivery, but <b>including</b> VAT.	<b>R.....</b>	<b>R.....</b>	<b>R.....</b>
		<b>Note to bidders:</b>			
		<b>Food cost</b> for Menus A-E, <b>items 1-5</b> for <b>3 years</b> must be provided under <b>item 6.1</b> .			
		This bid will be recommended on the basis of the <b>total cost of service for 3 years</b> under <b>item 6.5</b> .			

PRICING SCHEDULE (SERVICES)

BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is too small)
- .....
- .....
- C. Period required for delivery. **Please note that delivery cost to the prescribed destination must be included in the total bid cost.**
- .....
- D. **Please note that the total bid cost under item 16.4 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).**
- E. **A bidder's conditions will not supersede those in the bid document.**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00  
  
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SIGNED SIGNED

## PRICING SCHEDULE (SERVICES)

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO A MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER **WCGHSC00097/2024**CLOSING TIME : **11:00 ON FRIDAY,**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT		
4.	<b>Estimated meals for 36 months</b>	MENU D: <b>Clear fluid diet</b> , comprising <u>four fluids of 200 ml</u> , of which one may be jelly, at mealtimes. Only foods that are <u>clear and liquid at body temperature</u> are included in this diet. A variation or preferably a choice for patients is essential. See <b>Therapeutic Meal Guidelines, Table 1c (iv)</b> on <b>page 29</b> for foods to allow & foods to avoid. In accordance with the following meal plan:	<b>Cost per patient per day</b>		
			<b>1st year</b>	<b>2nd year</b>	<b>3rd year</b>
4.1	3 300	<b>EARLY MORNING TEA</b> Rooibos tea with sugar (200 ml)	R.....	R.....	R.....
4.2	3 300	<b>BREAKFAST</b> Clear fruit juice, e.g. apple and grape juice, (2 x 200 ml) Marmite/Bovril drink or Oxo broth (200 ml) Black tea/coffee with sugar (200 ml) <b>SUB-TOTAL</b>	R..... R..... R..... <b>R.....</b>	R..... R..... R..... <b>R.....</b>	R..... R..... R..... <b>R.....</b>
4.3	3 300	<b>MID-MORNING SNACK</b> Cordial drink e.g Oros /clear fruit juice, e.g. apple and grape juice (200 ml) Black tea/coffee with sugar (200 ml) <b>SUB-TOTAL</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>	R..... R..... <b>R.....</b>
4.4	3 300	<b>LUNCH</b> Clear fruit juices (2 x 200 ml) Marmite/Bovril drink or Oxo broth Jelly Black tea/coffee with sugar <b>SUB-TOTAL</b>	R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... <b>R.....</b>	R..... R..... R..... R..... <b>R.....</b>
4.5	3 300	<b>MID-AFTERNOON SNACK</b> Rooibos tea with sugar (200 ml)	R.....	R.....	R.....
4.6	3 300	<b>SUPPER</b> Clear soup e.g. beef/chicken Plain jelly (200 ml) Clear fruit juice (200ml) <b>SUB-TOTAL</b>	R..... R..... R..... <b>R.....</b>	R..... R..... R..... <b>R.....</b>	R..... R..... R..... <b>R.....</b>
4.7	3 300	<b>LATE-NIGHT SNACK</b> Rooibos tea with sugar (200 ml) <b>SUB-TOTAL</b>	R..... <b>R.....</b>	R..... <b>R.....</b>	R..... <b>R.....</b>
		<b>Food cost per patient per day</b> for items 4.1 to 4.7, <b>excluding</b> overheads, staff and miscellaneous costs, all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit and delivery, but <b>including</b> VAT.	R.....	R.....	R.....
		<b>Note to bidders:</b>			
		<b>Food cost</b> for Menus A-E, <b>items 1-5</b> for <b>3 years</b> must be provided under <b>item 6.1</b> .			
		This bid will be recommended on the basis of the <b>total cost of service for 3 years</b> under <b>item 6.5</b> .			

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

13 September 2024

1)..... 2) .....

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PRICING SCHEDULE (SERVICES)

BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is too small)
- .....
- .....
- C. Period required for delivery. **Please note that delivery cost to the prescribed destination must be included in the total bid cost**
- .....
- D. **Please note that the total bid cost under item 16.4 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).**
- E. **A bidder's conditions will not supersede those in the bid document.**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00  
  
13 September 2024  
  
1)..... 2) .....  

SIGNED SIGNED

## PRICING SCHEDULE (SERVICES)

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE TO A MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER **WCGHSC00097/2024**CLOSING TIME : **11:00 ON FRIDAY,**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT		
5.	<b>Estimated meals for 36 months</b>	MENU E: <b>Snack meal for lodger mothers, patients awaiting discharge and late admissions. See table 8 on page 32.</b> In accordance with the following meal plan:	<b>Cost per patient per day</b>		
5.1	750	<b>BREAKFAST</b> Large portion of porridge with milk and sugar (350 ml) Tea/coffee with with 2% low fat milk and sugar (200 ml) <b>SUB-TOTAL</b>	<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
			R.....	R.....	R.....
			R.....	R.....	R.....
			<b>R.....</b>	<b>R.....</b>	<b>R.....</b>
5.2	750	<b>LUNCH</b> Large portion of thick soup (350 ml) Brown bread (2 slices) with margarine <b>SUB-TOTAL</b>	R.....	R.....	R.....
			R.....	R.....	R.....
			<b>R.....</b>	<b>R.....</b>	<b>R.....</b>
5.3	750	<b>SUPPER</b> Large portion of thick soup (350 ml) Brown bread (2 slices) with margarine <b>SUB-TOTAL</b>	R.....	R.....	R.....
			R.....	R.....	R.....
			<b>R.....</b>	<b>R.....</b>	<b>R.....</b>
		<b>Food cost per patient per day</b> for items 5.1 to 5.3, <b>excluding</b> overheads, staff and miscellaneous costs, all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit and delivery, but <b>including</b> VAT.	R.....	R.....	R.....
		<b>Note to bidders:</b>			
		<b>Food cost</b> for Menus A-E, <b>items 1-5</b> for <b>3 years</b> must be provided under <b>item 6.1.</b>			
		This bid will be recommended on the basis of the <b>total cost of service</b> under <b>item 6.4.</b>			

**IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.**

- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is too small)
- .....
- .....
- C. Period required for delivery. **Please note that delivery cost to the prescribed destination must be included in the total bid cost.**
- .....
- D. **Please note that the total bid cost must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).**
- E. **A bidder's conditions will not supersede those in the bid document.**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

13 September 2024

1)..... 2).....

SIGNED

SIGNED

## PRICING SCHEDULE (SERVICES)

**BID FOR THE PROVISION OF A COMPREHENSIVE CATERING SERVICE AT MOWBRAY MATERNITY HOSPITAL UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS, FOR A 3-YEAR PERIOD.**

NAME OF BIDDER: .....

BID NUMBER **WCGHSC00097/2024**CLOSING TIME : **15:00 ON FRIDAY,**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT
6.	3 years	TOTAL COST OF SERVICE: Summary of cost factors. The sum of the costs under <b>items 6.1, to 6.4</b> must amount to the <b>total cost of this service under item 6.5.</b>	<b>TOTAL COST OF SERVICE</b>
6.1		<b>FOOD COST:</b> Indicate the food cost per menu, <b>excluding overheads, staff and miscellaneous costs</b> , all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit, delivery, but <b>including VAT</b> , based on the estimated patient numbers per menu for 3 years.	<b>FOOD COST</b>
	<b>Patient no</b>	<b>Patient menu</b>	<b>1<sup>st</sup> year      2<sup>nd</sup> year      3<sup>rd</sup> year</b>
6.1.1	155 000	MENU A - High-protein/high-energy diet	R..... R..... R.....
6.1.2	4 200	MENU B - Diabetic diet 8 400-10 000 kJ	R..... R..... R.....
6.1.3	3 300	MENU C - Full fluid diet	R..... R..... R.....
6.1.4	3 300	MENU D - Clear fluid diet	R..... R..... R.....
6.1.5	750	MENU E - Snack meal	R..... R..... R.....
		<b>SUB-TOTAL</b>	<b>R..... R..... R.....</b>
6.2		<b>SALARIES AND WAGES:</b> Indicate the salaries and wages paid to staff-members in different occupational classes in the contractor's employ, <b>including applicable taxes</b> (PAYE, income tax, UIF contributions and skills development levies) <b>and VAT</b> , based on staff numbers provided per rank, including relief and rotation staff, for 3 years.	<b>SALARIES AND WAGES</b>
	<b>No of staff</b>	<b>Occupational class</b>	<b>1<sup>st</sup> year      2<sup>nd</sup> year      3<sup>rd</sup> year</b>
6.2.1	1	Food Services Manager	R..... R..... R.....
6.2.2	2	Food Services Supervisor	R..... R..... R.....
6.2.3	2	Cooks	R..... R..... R.....
6.2.4	20	Food Services Aids	R..... R..... R.....
		<b>SUB-TOTAL</b>	<b>R..... R..... R.....</b>
6.3		<b>OVERHEADS AND OTHER COSTS:</b> List the non-food related portion of the contract price, which comprises overheads (e.g., laboratory tests, staff vaccinations, cleaning materials, consumables, transport, delivery, etc.) for 3 years. <b>Please list on separate page in this format if space here is insufficient.</b>	<b>OVERHEADS AND OTHER COSTS</b>
		<b>Item description</b>	<b>1<sup>st</sup> year      2<sup>nd</sup> year      3<sup>rd</sup> year</b>
6.3.1		.....	R..... R..... R.....
6.3.2		.....	R..... R..... R.....
6.3.3		.....	R..... R..... R.....
6.3.4		.....	R..... R..... R.....
6.3.5		.....	R..... R..... R.....
6.3.6		.....	R..... R..... R.....
6.3.7		.....	R..... R..... R.....
6.3.8		.....	R..... R..... R.....
		<b>SUB-TOTAL</b>	<b>R..... R..... R.....</b>
6.4		<b>COMBINED COST OF SERVICE PER ANNUM</b>	<b>A      B      C</b>
			<b>R..... R..... R.....</b>
6.5		<b>TOTAL ALL INCLUSIVE COST OF SERVICE FOR 3 YEARS (A + B + C)</b>	<b>R.....</b>



## WESTERN CAPE GOVERNMENT

### DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the following legislative framework -
  - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
  - (ii) Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices(SBD8),
  - (iii) Instruction Note: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4),
  - (iv) Practice note 7 of 2009/10 (SDB4 Declaration of Interest),
  - (v) Practice Note 2010: Prohibition of Restrictive practices (SBD9),
  - (vi) Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, together with its associated regulations,
  - (vii) Act No 12 of 2004: Prevention and Combating of Corrupt Activities, and regulations pertaining to the tender defaulters register, and
  - (viii) Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Western Cape Government via the electronic Procurement Solution (ePS) must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WSCSEB).

### 3. Definitions

**"Bid"** means a bidder's response to an institution's invitation to participate in a procurement process, which may include a bid, price quotation or proposal;

**"Bid rigging" (or "collusive bidding")** occurs when businesses that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

**"Business interest"** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit; or
- (d) any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**"Consortium" or "Joint Venture"** means an association of persons combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

**"CSD"** means the Central Supplier Database maintained by National Treasury;

**"Employee"**, in relation to -

- (a) a department, means a person contemplated in Section 8 of the Public Service Act, 1994, but excludes a person appointed in terms of Section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

***If you know of any corrupt, fraudulent or collusive actions in the Institution,  
please report it by calling the National Hotline at 0800 701 701.***

This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.

**“Entity”** means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

**“Entity conducting business with the Institution”** means an entity that contracts, applies or bids for the sale, lease or supply of goods or services to the Province;

**“Family member”** means a person's -

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage, adoption or some other legal arrangement (as the case may be);

**“Intermediary”** means a person through whom an interest is acquired, and includes a representative, agent or any other person who has been granted authority to act on behalf of another person;

**“Institution”** means a provincial department or provincial public entity listed in Schedule 3C of the Act;

**“Provincial Government Western Cape” (“PGWC”)** means -

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

**“RWOPS”/“RWOEE”** means -

**Remunerative Work Outside the Public Service or Remunerative Work Outside the Employee's Employment.**

**“Spouse”** means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he/she cohabits and who is publicly acknowledged by the person as his/her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
  - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
    - (i) resigned as an employee of the government institution;
    - (ii) ceased conducting business with an organ of state; or
    - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of possible conflict of interest, should the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.

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6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se*, meaning that it cannot be justified on any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to –
  - (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system; or
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
10. In addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious –
  - (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 39 of the Competition Act No 89 of 1998; and/or
  - (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
  - (c) 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.

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN  
 (G & S SOURCING)  
 BID OPENED 11:00  
  
**13 September 2024**  
  
 1)..... 2) .....  
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 please report it by calling the National Hotline at 0800 701 701.***

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## SECTION A: DETAILS OF THE ENTITY

<b>A1.</b>	CSD Registration number	<b>MAAA</b> _____
<b>A2.</b>	Name of the entity	
<b>A3.</b>	Entity registration number (where applicable)	
<b>A4.</b>	Entity type	
<b>A5.</b>	Tax reference number	
<b>A6.</b>	Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity, should be disclosed in the Table A below.	

TABLE A

[illegible]

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

13 September 2024

1) ..... 2) .....

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**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

Irrespective of the procurement process, the supply chain management system of an institution must prohibit any award to an employee of the state who seeks to conduct business with the Western Cape Government, either individually or as a member of a close corporation, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA, as prescribed by Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise/the employee's employments should obtain the necessary approval first (RWOP/ROEE). Failure to submit proof of such authority may result in disciplinary action, where applicable.

<b>B1.</b>	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <b>(If yes, refer to Public Service Circular EIM1/2016 to exercise the listed action.)</b>	NO	YES
<b>B2.</b>	Are any employees of the entity also employees of an organ of state? <b>(If yes, complete Table B and attach their approved "RWOP"/"ROEE")</b>	NO	YES
<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state? <b>(If yes complete Table B)</b>	NO	YES

**TABLE B**

Details of persons (family members) connected to, or employees of, an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NO	DEPARTMENT/EMPLOYMENT ENTITY	RELATIONSHIP TO BIDDER/DESIGNATION	INSTITUTION EMPLOYEE NO/PERSAL NO Indicate if not known

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

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**SECTION C: PERFORMANCE MANAGEMENT & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

<b>C1.</b>	Did the entity conduct business with an organ of state in the last 12 months? (If yes, complete Table C)	NO	YES
------------	---	----	-----

**TABLE C**

Complete the table below to the maximum of the last 3 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPT/ PROVINCIAL ENTITY	TYPE OF SERVICE OR COMMODITY	CONTRACT/ ORDER NO	CONTRACT PERIOD	CONTRACT VALUE

<b>C3.</b>	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
<b>C4.</b>	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? (To access this Register enter National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)	NO	YES
<b>C5.</b>	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
<b>C6.</b>	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 3 years in a court of law (including a court outside the Republic of South Africa)?	NO	YES

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

13 September 2024

1)..... 2) .....

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please report it by calling the National Hotline at 0800 701 701.**

This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.



**SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE**

*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.*

I, \_\_\_\_\_ hereby swear/affirm;

- (i) that the information disclosed above is true and accurate;
- (ii) that I understand the content of the document;
- (iii) that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- (iv) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that I asked the deponent the following questions and wrote down his/her answers in his/her presence before administering the oath/affirmation:

1.1 Do you know and understand the contents of the declaration?

**ANSWER:** \_\_\_\_\_

1.2 Do you have any objection to taking the prescribed oath?

**ANSWER:** \_\_\_\_\_

1.3 Do you consider the prescribed oath to be binding on your conscience?

**ANSWER:** \_\_\_\_\_

1.4 Do you want to make an affirmation?

**ANSWER:** \_\_\_\_\_

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00  
13 September 2024

1)..... 2).....  
SIGNED SIGNED

SIGNATURE

Commissioner of Oaths

FULL NAMES

Designation (rank) \_\_\_\_\_ ex officio: Republic of South Africa

Date: \_\_\_\_\_

Place \_\_\_\_\_

Business Address: \_\_\_\_\_

***If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701.***

This form must be completed annually. Should the information declared here change in the course of the year, or before the next renewal, or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change of such details.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE**

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### 1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing or contains a verification, made under oath on penalty of perjury, which serves as evidence of its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of the code of good practice for black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act.
- 1.6 **"Bid"** means a written offer on the official bid documents in the form determined by an organ of state, in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation.
- 1.7 **"Bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions.
- 1.8 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be.
- 1.9 **"Consortium" or "joint venture"** 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.
- 1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.
- 1.12 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which is binding on the contractor in terms of the law or regulation, and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract.
- 1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million.

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00  <b>13 September 2024</b>  1)..... 2) ..... SIGNED SIGNED	
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- 1.14 **“Non-firm prices”** means all prices other than “firm” prices.
- 1.15 **“Person”** includes a juristic person.
- 1.16 **“Price”** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.
- 1.17 **“Proof of B-BBEE status level contributor”** means –
- the B-BBEE status level certificate issued by an authorized body or person;
  - a sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.
- 1.18 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.19 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes.
- 1.20 **“Sub-contract”** means that the primary contractor is assigning, leasing, making out work to or employing another person to support the primary contractor in the execution of part of a project in terms of the contract.
- 1.21 **“Tender”** is the act of bidding.
- 1.22 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022.
- 1.24 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.
- 1.25 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.26 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

- 2.1 The following preference points 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).
- 2.2 Preference points system for this bid:
- The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the ..... preference points system shall be applicable; or
  - Either the **80/20 or 90/10** preference points system will be applicable to this bid.  
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- Price; and
  - B-BBEE status level of contribution.

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

PRICE	POINTS	
	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	100	100

- 2.5 Failure on the part of a bidder to complete and sign this form and submit along with the bid either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), **or** an affidavit confirming annual total revenue and level of black ownership, **or** an affidavit issued by the Companies Intellectual Property Commission will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder to substantiate any claim in regard to preferences in any manner required by the organ of state, either before a bid is adjudicated or at any time subsequently.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract will be awarded to the bidder obtaining the **highest number of total points**.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
- points out of **80/90** for **price**; and
  - 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

### 4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

#### 4.1 POINTS AWARDED FOR PRICE

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

$$\text{Where } P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{OR} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 13 September 2024	
1) .....	SIGNED
2) .....	SIGNED

## 5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

### 5.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{OR} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where  
 $Ps$  = Points scored for price of bid under consideration  
 $Pt$  = Price of bid under consideration  
 $Pmax$  = Price of highest acceptable bid

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN  
 (G & S SOURCING)  
 BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

SIGNED

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and must submit a valid, original or legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned (51% or higher)** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** must submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

$$Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

**8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 6**8.1 B-BBEE Status Level: ..... = ..... *(maximum of 20 points in terms of 80/20)*8.2 B-BBEE Status Level: ..... = ..... *(maximum of 10 points in terms of 90/10)*

*(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 6.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).*

**9. SUB-CONTRACTING**9.1 Will any portion of the contract be sub-contracted? *(delete which is not applicable)* **YES/NO**

9.1.1 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? Level .....

(iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

9.1.2 Sub-contracting relates to a **particular** contract so if sub-contracting is applicable, the bidder must state in its response to a particular RFQ that a portion of that contract will be sub-contracted.

**10. DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

10.4 Type of company/firm (Select applicable option) ☐ Partnership/Joint venture consortium☐ One-person business/sole propriety☐ Close corporation☐ Public company☐ Personal liability company☐ (Pty) Ltd☐ Non-profit company☐ State-owned company

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00  <b>13 September 2024</b>  1)..... 2) .....  SIGNED SIGNED	
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10.5 I/we, the undersigned, who am/are are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly



- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) Any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently may be restricted from obtaining business from any organ of state for a period not exceeding 10 years.
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process;
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct;
  - (iii) cancel the contract and claim from the contractor any damages it has suffered for having had to make less favourable arrangements due to such cancellation; and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

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Full name and surname	
Identity number	

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise name</b>		<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00  <b>BID CLOSING .....</b>  1)..... 2) .....  SIGNED SIGNED
<b>Trading name</b>		
<b>Registration number</b>		
<b>Enterprise address</b>		

3. I hereby declare under oath that:

➤ The enterprise is \_\_\_\_\_ % Black owned;  
 ➤ The enterprise is \_\_\_\_\_ % Black woman owned;  
 ➤ Based on management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)  
 ➤ The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) \_\_\_\_\_ of **the dti** Codes of Good Practice.  
 ➤ Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

<b>100% Black owned</b>	<b>Level One</b> (135% B-BBEE procurement recognition)
<b>More than 51% Black owned</b>	<b>Level Two</b> (125% B-BBEE procurement recognition)
(a) At least <b>25%</b> of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	(b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
(c) At least <b>25%</b> transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operational or financial capacity.
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.	

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Date: \_\_\_\_\_

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# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

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**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.15 "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.
  - 5.12 "*Force majeure*" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts 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.

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN  
 (G & S SOURCING)  
 BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

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## General Conditions of Contract

### 1. Definitions (continued)

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

SIGNED



## General Conditions of Contract

<b>3. General</b>	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information; inspection.</b>	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 paragraph 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC paragraph 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.
	6.1	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.
<b>6. Patent rights</b>	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.
	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.
<b>7. Performance security</b>	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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul>
	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.

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN  
 (G & S SOURCING)  
 BID OPENED 11:00  
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## General Conditions of Contract

### 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in paragraphs 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in paragraphs 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier
- 8.6 Supplies and services which are referred to in paragraphs 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of paragraphs 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 Paragraph 23 of GCC.

### 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00  13 September 2024	1)..... 2) .....	SIGNED
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## General Conditions of Contract

- 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
- 15. Insurance**
- 15.1 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 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

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## General Conditions of Contract

### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

### 17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except for 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.

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## General Conditions of Contract

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-contractor(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 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 Paragraph 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 Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 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 Paragraph 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 Paragraph 23.

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## General Conditions of Contract

### 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Paragraph 21.2;
  - b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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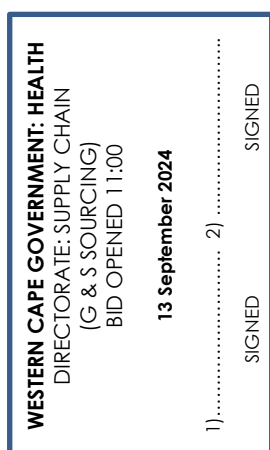
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## General Conditions of Contract

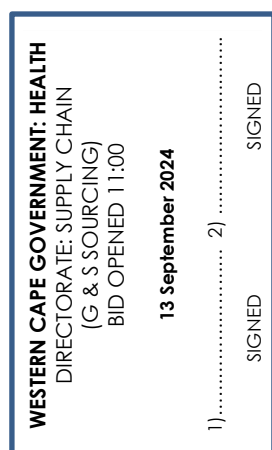
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force majeure**
- 25.1 Notwithstanding the provisions of GCC Paragraphs 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with, or arising from, the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.





## General Conditions of Contract

- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.3 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a Contractor(s) was / were involved in collusive bidding (or bid rigging).



## General Conditions of Contract

### 34 Prohibition of restrictive practices

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
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### EXAMPLE OF COMPULSORY SITE VISIT ATTENDANCE REGISTER

We, the undersigned, hereby declare that we attended the compulsory site visit inspection and information session for bid no **WCGHSC0097/2024**, the **provision of a comprehensive catering service at Mowbray Maternity Hospital** on **Friday, 30 August 2024**.

Arrival time:	Name of company	Address and contact details	Name and position of representative	Signature of representative
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00  <b>13 September 2024</b>  1)..... 2) .....  SIGNED SIGNED

**Note:** This document is an example of the certificate that will be circulated for completion at the site visit inspection and information session

**BIDDER'S PROFILE**

As the Department will only consider bids from service-providers with experience in the provision of catering services to hospitals, historically, this section of the bid document was used to establish bidders' **qualifications and experience** in the provision of a comprehensive food service, particularly in a hospital environment, and to determine the **type, structure and** operational base (**nearest office**) of the organization for the purpose of the bid.

Due to the documentary requirements for compulsory registration as a vendor on the Central Supplier Database (CSD) which is a condition of this bid, however, **certain details are already available to the Department on the CSD** and a repetition of this information will not be required in this section. To enable the Department to access and verify these details, please **ensure that the following documents required for CSD registration are available and current on the system:**

- Registration documents, in particular your BEE certificate and WCBD6.1 form
- Declaration of Interest
- Business particulars, and
- Owners and shareholders' details

**QUALIFICATIONS AND EXPERIENCE**

1. Please provide the name of the person who will be responsible for the execution and control of the contract at the hospital on behalf of your company, if your bid is successful. This person's title  
\_\_\_\_\_
2. Please provide the name of the person who will act as the Contract Manager at the hospital on behalf of your company, if your bid is successful.  
\_\_\_\_\_
3. Please attach as **Annexure B1** both curriculums vitae to this document, which must contain ID numbers, work and private addresses and contact details, including at least two contact numbers and an e-mail address each. The CVs must make specific mention of the qualifications and experience of the designated staff-members in the field of catering services, particularly in The Hospital environment.

**ORGANISATIONAL STRUCTURE**

4. Please attach as **Annexure B2** an organogram and a description of your organizational structure, detailing how this structure will be applied for the purpose of this bid, if your bid is successful.
5. Please attach as **Annexure B3** a list describing the principles and procedures that will be applied in the management of the service, if your bid is successful.

**DETAILS OF BIDDER'S NEAREST OFFICE**

6. If your bid is successful, the nearest office from where you will execute the contract will be/is already/ established (*please delete what is not applicable*) at the following physical address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
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**UNDERTAKING**

7. I, (name in print) \_\_\_\_\_  
in my capacity as (designation) \_\_\_\_\_  
and duly authorized, hereby undertake to open and/or maintain an office at the address above from which the catering service shall be conducted and managed during the term of the contract. Staff employed for the purpose of the contract shall be based at the address in the WCBD1 ("the Bid" form)/the address in paragraph 6 above. (*Please delete what is not applicable*).

**Signed on behalf of the bidder**

**Date:** \_\_\_\_\_

### GUARANTEE (SURETYSHIP)

WHEREAS the Department of Health, Western Cape Government, hereafter called "the Department" has entered into an agreement with the service-provider, hereafter called "the Contractor", (name) \_\_\_\_\_ with its office at (address) \_\_\_\_\_ for the provision of a comprehensive catering service at **Mowbray Maternity Hospital**, situated at **12 Hornsey Road, MOWBRAY**, for three years, which agreement forms part in all respects of this guarantee, as if incorporated herein,

AND the Contractor is obliged to furnish the Department with a guarantee to the amount of R\_\_\_\_\_ in terms of its agreement for the due fulfilment by the Contractor of its obligations under the agreement,

AND Bank/insurance company (name) \_\_\_\_\_, with its office at (address) \_\_\_\_\_, hereafter called "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 fulfilment by the Contractor of all obligations under the agreement. Should the Contractor fail to carry out any of these obligations, the Guarantor undertakes to pay on demand to the Department at (place/date?) \_\_\_\_\_ the agreed amount of R\_\_\_\_\_.

A certificate issued by the accountant of the Department, stating that the Contractor has failed to comply with the conditions of the agreement, and the amount of 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-causa debiti, excussionis et disionis*, with the meaning of which we declare ourselves to be fully acquainted.

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

Signed at \_\_\_\_\_ on \_\_\_\_\_ 202?.

**Signed on behalf of the Guarantor**

\_\_\_\_\_

**As witnesses**

1. \_\_\_\_\_

2. \_\_\_\_\_

**WESTERN CAPE GOVERNMENT: HEALTH**  
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(G & S SOURCING)  
BID OPENED 11:00

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## INVENTORY SCHEDULE

**MOWBRAY MATERNITY HOSPITAL**

DEPARTMENT/AREA:

The inventory schedule shall include all kitchen utensils, kitchen appliances and kitchen equipment, furniture, cleaning and fire extinguishing equipment, curtains, keys, etc. described in Section 2.2, Premises and Food Service Equipment, for each separate area for which the contractor will be responsible during the term of the contract. This page may be copied for each area for which an inventory schedule is required and for each area where there is insufficient space on one page to list its inventory items. An electronic copy may also be provided on request for electronic capturing of inventory details.

[illegible]

It is hereby acknowledged that the items listed above, as well as any annexures, signed by both parties and attached, comprise the complete inventory schedule for the purpose of the contractual agreement between the Department and the contractor

The Department and the Contractor:			
Signed on behalf of the contractor		Signed on behalf of Mowbray Maternity Hospital	
Name (print) :		Name (print) :	
Designation :		Designation :	
Date :		Date :	

## ACCOUNTING SCHEDULES

The following three schedules are the basis of an accounting system that enables the contractor to claim for services provided to the hospital, and for the hospital to pay the contractor for those services.

### ANNEXURE E1: DAILY PROVISIONS ISSUED STATEMENT

The daily statement must be completed by the contractor to indicate the number of meals per menu actually served to patients per mealtime per day in all areas. On completion, it must be certified as correct by the hospital's Contract Manager or his/her authorized representative.

### ANNEXURE E2: BROADSHEET

The broadsheet is a summary of the number of meals actually served in areas per mealtime per month. The broadsheet, with supporting daily statements attached, must be checked and certified as correct by the hospital's Contract Manager or any other designated, authorized hospital staff member, and must be attached to the monthly invoice for payment.

### ANNEXURE E3: MONTHLY INVOICE

The monthly invoice is a summary of the number of all meals actually served to patients and the individual and total cost of all meals served by the contractor, which constitutes the contractor's monthly claim for services to the hospital. Before payment can be made, the hospital's Contract Manager must verify that the amount claimed by the contractor in the broadsheets supporting the invoice is correct and has been certified. When the hospital's Contract Manager is satisfied that the furnished Invoice is correct, he/she must certify and hand over the invoice with its supporting documents, to the hospital accountant for payment.

**WESTERN CAPE GOVERNMENT: HEALTH**  
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(G & S SOURCING)  
BID OPENED 11:00

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SIGNED



DAILY PROVISIONS ISSUED STATEMENT

MOWBRAY MATERNITY HOSPITAL

MONTH: \_\_\_\_\_

WARD \_\_\_\_\_

	5:00	8:00-8:30	10:00	12:00-12:30	15:00	16:30-17:00	21:00	Initial	
Diets	Early-morning snack	Breakfast	Mid-morning snack	Lunch	Mid-afternoon snack	Supper	Late-night snack	Hospital	Contractor
Day 1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
15									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Meals issued									
Cost/item									
Total cost									

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED SIGNED

Signed on behalf of the Contractor	Designation: _____	Signed on behalf of Mowbray Maternity Hospital	Designation: _____
Name (print):	Date: _____	Name (print):	Date: _____

BROADSHEET

MOWBRAY MATERNITY HOSPITAL MONTH: \_\_\_\_\_ WARD: \_\_\_\_\_

Diet/meal each	Breakfast	Lunch	Supper	Early-morning & in between snacks	Late-night snack
<b>MENU A</b> High protein					
<b>MENU B</b> Diabetic					
<b>MENU C</b> Full fluid					
<b>MENU D</b> Clear fluid					
<b>MENU E</b> Snack meal					
<b>Total no of meals &amp; snacks/month</b>					

THE QUANTITIES ABOVE ARE CERTIFIED AS CORRECT

_____	_____
<b>Signed on behalf of the contractor</b>	<b>Signed on behalf of Mowbray Maternity Hospital</b>
<b>Name (print) :</b>	<b>Name (print) :</b>
<b>Designation :</b>	<b>Designation :</b>
<b>Date :</b>	<b>Date :</b>

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

**13 September 2024**

1)..... 2) .....

SIGNED

SIGNED

MONTHLY INVOICE

MOWBRAY MATERNITY HOSPITAL

MONTH: \_\_\_\_\_

WARD: \_\_\_\_\_

		5:00	8:00-8:30	10:00	12:00-12:30	15:00	16:30-17:00	21:00	Total cost/ month
Diet/meal each		Early morning snack	Breakfast	In between snack	Lunch	In between snack	Supper	Late night snack	
<b>MENU A</b>	Qty.								
High protein	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
<b>MENU B</b>	Qty.								
Diabetic	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
<b>MENU C</b>	Qty.								
Full liquid	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
<b>MENU D</b>	Qty.								
Clear liquid	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
<b>MENU O</b>	Qty.								
Snack meal	Cost	R.....	R.....	R.....	R.....	R.....	R.....	R.....	
<b>Total meals &amp; snacks/month</b>									

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00

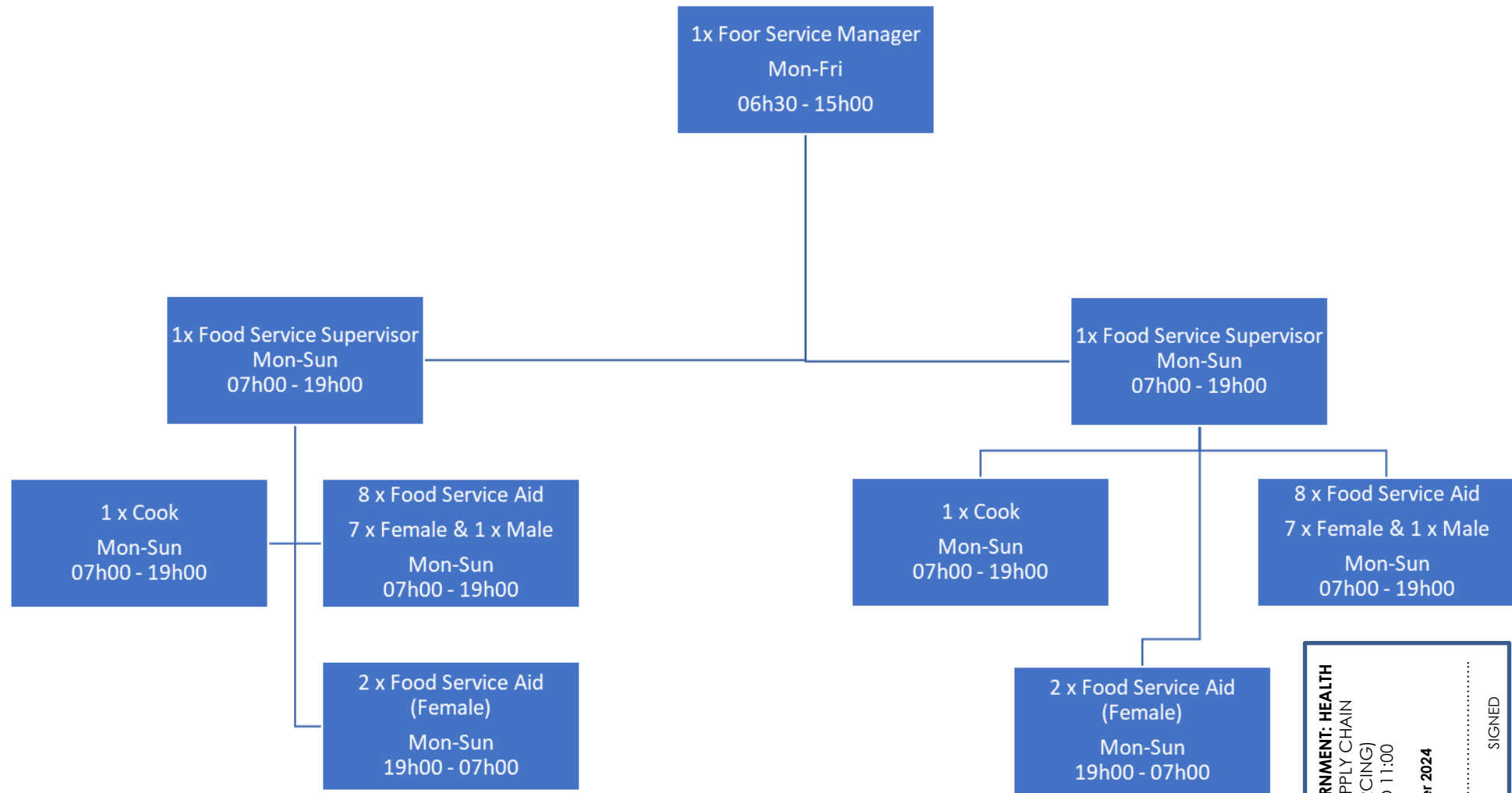
13 September 2024

1)..... 2) .....

SIGNED

SIGNED

MOWBRAY MATERNITY HOSPITAL FOOD SERVICE STAFF ORGANOGRAM



WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(G & S SOURCING)  
BID OPENED 11:00  
13 September 2024  
1)..... 2) .....  
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