



social development

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



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INVITATION TO BID

BID REF. NO	NW/DSD/ 04/2022
DESCRIPTION	PROVISIONING OF CATERING SERVICES TO SUBSTANCE USED DISORDER CLIENTS AT JB MARKS TREATMENT CENTRE- NORTH WEST PROVINCE
BRIEFING SESSION DATE	Compulsory briefing session.
CLOSING DATE FOR QUESTIONS/ QUERIES	Date: 01 July 2022 Time: 11h00 Venue: JB Marks Treatment Centre
BID SUBMISSION ADDRESS	Tender box situated the Department of Social Development, Provident Building, First Floor, Supply Chain Management, University Drive, Mmabatho
BID CLOSING DATE	08 August 2022
BID CLOSING TIME	11h00 am
BID VALIDITY PERIOD	90 Days
BID INFORMATION	Bid can be obtained from the e-tender portal: www.etender.co.za or from Departmental website on https://dsd.nwpg.gov.za

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

JB MARKS TREATMENT CENTRE CONTRACT SPECIFICATION

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1. SCOPE OF WORK (DELIVERABLES)

The agreement shall consist of the rendering of catering service at **JB Marks Treatment Centre** the Institution for 36 months.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

SBD FORMS

FINANCIAL SCHEDULES A, B, C, D, E, & F

ANNEXURE: A, B, C, D & F

SERVICE LEVEL AGREEMENT

CONTRACT SPECIFICATIONS

ANNEXURE A TO B

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

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

PERIOD OF AGREEMENT

The agreement shall endure for a period of 24 MONTHS from the first day of the month following the date before awarding of the contract or at any other date as mutually agreed on conditions.

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

3. DURATION OF CONTRACT

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

4. DELIVERY ADDRESS

- 4.1.1 The Catering services is required for person with Substance Used Disorder at JB Marks Treatment Centre (inside JB Marks Treatment Centre) stipulated in this document.

5. BID REQUIREMENTS

5.1 BID CONDITIONS

- 5.1.1 Faxed, emailed bids will not be considered, only hand delivered bids will be accepted.
- 5.1.2 The hard copy of the bid response will serve as the legal bid document.
- 5.1.3 All bid prices must be quoted in South African currency and must be VAT inclusive where applicable.
- 5.1.4 The Institution shall provide all required facilities for inspections, tests and analysis of the available apparatus, which may be required free of charge unless otherwise specified.
- 5.1.5 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest on BBEEE in line with Section 18 of Implementation Guide PPR 2017.
- 5.1.6 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest on Functionality in line with Section 18 of Implementation Guide PPR 2017.
- 5.1.7 Should it happened that two or more bids scored equal points in all respects, the award shall be decided by the drawing of lots in line with Section 18 of Implementation Guide PPR 2017.
- 5.1.8 The bid will be awarded subject to the parties signing a Service Level Agreement (SLA).
- 5.1.9 As from the effective date the Successful Bidder(s) shall render the services, expertise and facilities to the Department as set out in this document and Service Level Agreement (SLA)
- 5.1.10 The General Conditions of Contract (GCC) and Bid Forma, as well as other conditions accompanying this invitation are applicable.

5.2 SUBMISSION OF BIDS

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

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

5.3 LATE BIDS

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

5.4 BID VALIDITY PERIOD

Bids will be valid for a period of 90 days.

5.5 DURATION OF CONTRACT

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

5.6 VALUE ADDED TAX (VAT)

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

5.7 B-BBEE

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

5.8 JOINT VENTURE

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

5.9 BID DOCUMENT

The Department of Social Development will no longer sell bid documents. Bidders are advised to download bid documents from the Departmental website on <https://dsd.nwpg.gov.za>. No Faxed or E-mailed bids will be accepted.

5.10 DEVIATION

Any deviation from the prescribed tender format will invalidated the tender.

5.11 ALTERATIONS TO DOCUMENT

No alteration, erasure, omission or addition shall be made to the text or conditions of this document, save where expressly directed by clauses in this document. Should any unauthorized change be made the same will not be recognized but the original document will be adhered to:

5.12 REJECTION OF A TENDER

- 4.12.1 Tenders may be rejected if they make only unqualified, conditional, alternate or incomplete offers, if they contain irregularities of any kind on the Tender document, or if the tenderer after being called upon to adjust the same in a reasonable manner, fails to do so within a period of 7 (Seven) days.

6. BID EVALUATION STAGES

STAGE 1

6.1 BID EVALUATION /ADMINISTRATIVE PRE – QUALIFICATION STAGE

- 6.1.1 Central Supplier Database report/Master registration number for proof of CSD registration.
- 6.1.2 Original or certified copy of B-BBEE certificate/ Sworn Affidavit.
- 6.1.3 Fully completed and signed SBD 1: Invitation of Bid.
- 6.1.4 Fully completed and signed SBD 3.3: Pricing Schedule: Professional Service.
- 6.1.5 Fully completed and signed SBD 4: Bidders Disclosure.
- 6.1.6 Fully completed and signed SBD 6.1: Preferential Point Claim form in Terms of the Preferential Procurement Regulation 2001.
- 6.1.7 Fully completed and signed SBD 6.2: Local Content and Production Form.
- 6.1.8 Attach General Conditions of Contract.
- 6.1.9 Completed and signed Bid document.

STAGE 2

6. LOCAL CONTENT

PRODUCT	LOCAL CONTENT THRESHOLD
Canned and processed vegetables	80%

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

STAGE 3

8. MANDATORY QUALIFICATION

- 8.1 Acceptability certificate(kitchen)
- 8.2 Occupational Health and Safety Certificate

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

9. SPECIAL CONDITIONS OF CONTRACT

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

STAGE 4**10.EVALUATION CRITERIA TO BE USED:****10.1 FUNCTIONALITY**

FUNCTIONALITY	REQUIREMENTS	VALUE	POINTS	WEIGHT
Company profile and Health and Safety certificate	Five years' experience	Three Reference letter for similar project	5 reference letter = 5 points 4 reference letter = 4 points 3 reference letter = 3 points 2 reference letter = 2 points 1 reference letter = 1 point 0 reference letter = 0 points	30%
Experience of Management and Key Personnel	Detailed CV and Municipality confirmation letter to handle food in the premises	Valid Food Acceptability Certificate	5 points Non submission = 0 points	40%
Qualifications of Management and Key Personnel	Food and beverage certificate	National Diploma Food Service Management/ Food and beverage Management	5 points Non submission = 0 points	30%
Total				100

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

STAGE 5

11 PRICE AND BBEE

11.1 Price

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

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

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

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

Where:-

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

11.2 BBEE

Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof in order to claim the B-BBEE status level points. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

11.2.1A maximum of 20 points may be allocated to a bidder for attaining its B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

STAGE 6

12 ADDITIONAL OBJECTIVE CRITERIA

This tender/bid will be subjected to an additional objective criteria.

13. DUTIES AND OBLIGATIONS OF THE PRIVATE CATERER

13.12 ACCOUNTING

13.1.1 The Private Caterer shall be responsible for the completion of all accounting records.

13.1.2 The accounting period shall be the end of each calendar month.

13.1.3 The accounting documents shall consist of an official invoice of the Private Catering Company, supported by a specified food invoice format (Annexure A) and overhead invoice format (Annexure B)

13.1.4 Actual numbers of meals served, as reflected in the accounting documents referred to in 4.1.3. above shall in respect of: Service Users be the number

certified by the Institution's Food Service Manager responsible for the dining areas. (See 5.3).

13.1.4 It is agreed that payment of the account must be effected within 30 days after receipt of a correctly completed and certified invoice.

13.1.5 The Private caterer working time must comply with Basic Conditions of Employment.

13.1.6 The private caterer shall maintain and provide; per invoice; information for catering provided to the Food Service Manager.

13.1.7 The Department does not accept responsibility for delays in payment due to erroneous invoices submitted by the Private Caterer.

13.2 PROVISION OF STAFF

13.2.1 MANAGEMENT OF STAFF

The private caterer shall:

Provide Management and the Food Service Manager on the basis, which appears on the "Schedule of Overhead Structures" annexed hereto, as per Schedule D.

THE PRIVATE CATERER SHALL:

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

13.2.1.2 Report all matters/ offences to the Institution Manager within 24 hours.

13.3 MANAGEMENT

The Private Caterer undertakes to:

13.3.1 Provide Management Services in respect of quantity and quality, control and supervision of the preparation of food by all staff concerned. If a Foodservice Manager is available on the staff establishment of the Institution the role of supervision of the preparation of food will be his/her responsibility.

13.3.2 Provide accounting services as defined in paragraph 4.1.

13.3.3 If management staff of the Private Caterer will be away from the Institution for longer than 5 working days, a relief Manager should be available.

13.4 TRANSPORT

The Private Caterer undertakes to:

- 13.4.1 Provide all suitable and approved transport services necessary for the proper completion of its management and food supply obligations and shall undertake full responsibility for conveying supplies to the Institution at the tendered prices.
- 13.4.2 If meals have to be supplied away from the catering facility the Institution will be responsible for transportation thereof.
- 13.4.3 The private caterer must ensure that all perishable products must be transported in an insulated or refrigerated truck and that the supplies complies with relevant health and safety regulations.

13.5 PURCHASE AND SUPPLY OF FOODSTUFFS

13.5.1 The Private Caterer undertakes to:

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

13.6 KITCHEN FACILITIES

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

13.7 CLEANING MATERIALS, UNIFORM, STATIONERY AND CROCKERY

The Private Caterer undertakes to:

- 13.7.1 Provide appropriate cleaning materials/chemicals and insecticides that are S.A.B.S. approved for cleaning purposes of the Food Service and related stores/areas.
- 13.7.2 Ensure the safe storage of cleaning materials /chemicals and insecticides.
- 13.7.3 Provide non-consumable items such as packaging materials/cling wrap/ Polystyrene glasses and lids/serviettes for meal packs and items to use for issuing food preparation and dishing up purposes which includes salt, pepper, tomato sauce, chutney and vinegar portions.

- 13.7.4 Provide disposable gloves to be used during food preparation/dishing up.
- 13.7.5 Provide stationery for administrative purposes for personnel of Private Caterer.
- 13.7.6 Provide uniforms to Private Catering staff.
- 13.7.7 Provide protective clothing, including disposable caps / masks / aprons and shoes for Private Caterer Staff.

13.8 HYGIENE AND CLEANLINESS

The Private Caterer undertakes to:

- 13.8.1 The Private Caterer shall, to the satisfaction of the Department, keep all kitchen, stores and dining areas including all windows, floors, walls, catering equipment fixtures, fittings and kitchen drains and all utensils used, in hygienic and tidy condition.
- 13.8.2 Ensure that all Private Catering staff is at all times tidy and neatly dressed and that they are free of infectious diseases.
- 13.8.3 Medical examination for the possibility of the Tuberculosis, Venereal Disease and Typhoid must be done annually at the Private Caterer's expense for the private catering staff. Results on Tuberculosis of Private caterer's staff must be immediately reported and availed to the Head of the Institution.
- 13.8.4 The Private Caterer shall conform to the requirements of the Health and Safety Act 85/93 and the provision of the Children's Act, 38, 2005
- 13.8.5 The Private Caterer will be responsible for Pest Control on a monthly basis of Food Service and related stores, which will include full spray. The caterer should inform the Institution Manager at least (5) five working days before pest control will be done.
- 13.8.6 A register must be kept by the Institution as proof of Pest Control, and must be signed by an authorized person of the institution and Catering Company.
- 13.8.7 The private caterer shall provide cleaning equipment and SABS approved materials (chemicals) to all areas used by all staff within the food service unit.
- 13.8.8 To ensure safety, all cleaning material (chemicals) should be compliant with hazards analysis critical control point recommendation.
- 13.8.9 Ensure that company staff is trained on handling chemicals and that emergency care training procedure is displayed at the allocated area.

13.9 SECURITY

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

13.10 USE OF RESOURCES

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

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

13.11 TRAINING

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

14 DUTIES AND OBLIGATIONS OF THE DEPARTMENT

14.1 PAYMENT

14.1.1 As consideration for catering services provided by the Private Caterer to the Department, and for food stuffs supplied, the Department shall pay the Private Caterer amounts determined with reference to the calculation of daily food costs as per Schedule B, and the calculation of overhead structures as per Schedule D. Completion of appointments, resignations, transfer and leave taking in conjunction with the Institution Manager or person in charge of institution.

14.2 THE INSTITUTION SHALL PROVIDE:

14.2.1 Catering equipments and Utensils. All existing catering furniture, fixtures and equipment including gas, oil, steam and electric stoves, as well as cooking utensils, cutlery, crockery and any other relevant catering equipment.

14.2.2 Damage or loss to the items referred to in paragraph 5.2.1. Due to the negligence or incorrect use or operation on the part of the Private Caterer or the staff under his control, must be replaced by the Private Caterer at his expense.

- 14.2.3 Fuel (whether electricity, gas, oil or wood) and water as is required for cooking, cleaning and freezing purposes, which the Private Caterer undertakes to use economically.
- 14.2.4 The items accounted in terms of paragraph 5.2.1. Shall be recorded on an "inventory register" which shall be signed by both parties.
- 14.2.5 The Department and The Private Caterer Shall Agree on Menu based on dietary requirements at the time of signing the contract.

14.3 ALLOCATED STAFF (INSTITUTION'S FOOD SERVICES MANAGER)

14.3.1 Monitor the preparation of Meals

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

14.3.2 Monitoring health and hygiene

- Monitor that equipment's and utensils are adequately issued.
- Monitor that all tasks pertaining to disinfection cleaning, dusting and refuse removal are performed accordingly.
- Request fumigation and ensure maintenance of treatment is done monthly
- Ensure compliance with OHS standards in the food service unit, (protective clothing, fire extinguishers, first aid kit, and signage boards).
- Inspect kitchen, dining areas, kitchen utensils and equipment to ensure sanitary standards are met.

14.3.3 Perform Administration Service users

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

- Maintain equipment inventories, and keep inventory records.

14.3.3 Ensure dishing and serving of service users

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

15 CATERING HANDOVER

15.1 Commodities perishables / Non perishables

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

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

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

16. EQUIPMENT AND UTENSILS

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

17. OWNERSHIP OF STORAGE

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

18. RIOT, UNREST AND STOCK LOSS

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

19. MEALS FOR CATERING STAFF

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

20. ESCALATION

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

ANNEXURE A

FOOD INVOICE FORMAT

(INCLUSIVE OF VAT ITEM REQUIREMENTS)

NB: Number of beneficiaries 40 (JB Marks Treatment Centre)

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

ANNEXURE B**OVERHEAD
INVOICE FORMAT**

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

ANNEXURE C

MENU

(Please see attached specification list)

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

	STARCH		25g	Potato	X2
			25g	Maize meal	X2
LUNCH CONTINU	Vegetables Cooked or as salad	2 Portion	Gemsquash, butternut, carrots and spinach		X7
	Dessert See specification list	3.5g	Jelly + 50ml Custard cooked	1 per week	Every Wednesday and Sunday
		80g prepared	Canned fruit pureed + 50 ml custard cooked	1 per week	
	50% Fruit Juice	100ml			X6
	Teething biscuits	15g			X6
SUPPER	Smooth crushed vegetable Soup	100ml	Home made (Winter Menu)		X7
	P R O T E I N				
			Vegetables		X1

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

ANNEXURE D no. 1

FOOD SPECIFICATIONS LIST

QUALITY OF FOOD PRODUCTS AND MENU SPECIFICATIONS

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

Summer Menu 1st October – 31st March

Winter Menu 1st April – 30th September

1. MEAT AND MEAT PRODUCTS

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

2. VEGETABLES AND FRUIT

- 2.1. Only choice grade frozen vegetables may be used for vegetable dishes.
- 2.2. Caterer's grade frozen vegetables may be used for soups and stews.
- 2.3. Fresh fruit and vegetables shall be of good standard and quality.

- 2.4. It must be noted that potatoes, sweet potatoes, sweet corn, cut corn, and baked beans (salad beans) as such are not regarded as vegetables products, but as starch products.
- 2.5. "Raw mass" of vegetables shall mean ready prepared – excluding peels, pips, stalks and tops.
- 2.6. All fresh vegetables will be ordered and delivered fresh, ready prepared. Weight of vegetables reflected in food specifications, are for ready prepared items. In case where there are challenges with getting prepared, whole vegetables can be provided following the agreement with the food service manager. Provisioning staff should be pre-pared those whole vegetables.

3. MILK AND MILK PRODUCTS

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

4. BREAD AND STARCH

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

5. COFFEE AND ROOIBOS

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

6. FRUIT JUICE AND WATER

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

7. MARGARINE

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

8. CEREALS

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

9. SPREAD /JAM / SUGAR

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

10. DESSERT

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

- Oat – bran
- Ice cream
- Diabetic canned fruits

11. HOME MADE SOUP (winter menu)

Must contain a basis of grated vegetables and thickened / flavored with soup powder.

At least 4 (four) different types of soups must be served on a 14 day winter menu cycle.

12. COOKING OIL

12.1. Cooking oil will be used for deep and shallow frying purposes only.

12.2. Private caterer must test used cooking oil, before re- using to ensure that it is still safe for human consumption.

13. RAW MASS OF MENU ITEMS DOES NOT INCLUDE:

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

14. SERVING OF FOOD

14.1. A sample plate must be dished for portion control purposes.

14.2. The food service manager and private catering manager must taste the prepared food before dishing up to ensure the good quality and flavor.

14.3. Substitute for specific diets e.g. no fish/egg/red meat/ chicken must be served with no extra cost and portions will be according to the menu.

14.4. All pre-plated food must have a proper edible garnish. Garnish must be indicated on the menus and does not include salt, pepper, chutney, tomato/ Worcester sauce sachets.

15. CULTURAL HABITS

15.1. Cultural differences must be taken into consideration at all times to ensure client satisfaction.

15.2. Muslim, Kosher, Hindu and 7th Day Adventists with special dietary request must be accommodated if circumstances require **DELIVERY ADDRESS**.

15.3. The Security services is required within offices in Bojanala as stipulated in this document.

ANNEXURE E

WINTER MENU

Week 1 cycle

		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Spec	Spec	Spec	Spec	Spec	Spec	Spec	Spec	Spec
80g	80g	Maize meal soft porridge	Maize meal soft porridge	maize meal soft porridge	maize meal soft porridge	maize meal soft porridge	All bran flakes	Oats
100ml	100ml	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk
20g	20g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
3x25g	90g	Fish fingers	Vienna	Lean mince	Fish cakes	Fried egg	Beef sausage	Bacon and egg
60g (2 slices)	60g (2 slices)	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread	Brown bread
8g	8g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
15g	15g	Jam	Jam	Jam	Jam	Jam	Jam	Jam
2.5-5g	2.5-5g	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee
20g	20g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
50ml	50ml	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk
2 pieces	2 pieces	Fresh fruit	Fresh fruit	Fresh fruit	Fresh fruit	Fresh fruit	Fresh fruit	Fresh fruit
250ml	250ml	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water	Bottled purified water
250ml	250ml	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice	Fruit juice
150g	150g	Mince meat	Beef stew	Roast Chicken	Roast beef	Beef burger	Savoury mince	Chicken curry
100g	80-20g	Spaghetti	Samp & Beans	Rice	Samp	Burger bun	Macaroni	Maize rice
100g	135g	Mixed veg	Beetroot salad	Pumpkin	cauliflower with cheese sauce	Tossed salad	Country mix vegetables	Beetroot salad
180g	80g	Baked butternut	Stewed Green beans	Creamy spinach	Stewed baby marrow	Chakalaka	Hubbard squash	Stewed green beans
2.5-5g	2.5-5g	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee
20g	20g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
50ml	50ml	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk	Low fat milk
30g	30g	Short bread biscuit	Crunchy biscuits	Lemon creams biscuit	Chocolate Chip Biscuit	Ginger biscuit	Tennis biscuit	Marie biscuit
200ml	200ml	Beef soup	Chicken soup	Mushroom soup	Vegetable soup	Minestrone soup	Lentil soup	Beef & vegetable soup
210g	150g	Grilled chicken	Baked/fried/grilled hake	Boerewors	Chicken Schnitzel	Grilled chicken thighs	Baked/fried/grilled hake	Beef goulash
100g	280g	Pap	Chips	Pap	Mashed potato	Rice	Mashed potato	Pap
150 + 70	100g	Stewed spinach	Carrot salad	Stewed cabbage	Country mix vegetables	Bedroot salad	Coleslaw	Stewed carrots roundels
60ml	20ml	Chicken Gravy	Tatar sauce	Gravy	Jelly & custard	Fruit salad & custard	Tartare sauce	Malva pudding & custard
80g	80 + 100	Milk tart	Malva pudding & custard	Instant pudding & jelly	15g+100ml	120+100	Apple crumble tart	Malva pudding & custard

EVENING TEA	2.5-5g	Rootb's tea / Ceylon coffee	2.5-5g	Rootb's tea / Ceylon coffee	2.5-5g	Rootb's tea / Ceylon coffee	2.5-5g	Rootb's tea / Ceylon coffee	2.5-5g	Rootb's tea / Ceylon coffee
	20g 50ml 60g (2 slices) 8g 30g	Sugar Low fat milk Brown bread Margarine Cheese	20g 50ml 60g (2 slices) 8g 20g	Sugar Low fat milk Brown bread Margarine Egg mayonnaise	20g 50ml 60g (2 slices) 8g 20g	Sugar Low fat milk Brown bread Margarine Egg mayonnaise	20g 50ml 60g (2 slices) 8g 20g	Sugar Low fat milk Brown bread Margarine Egg mayonnaise	20g 50ml 60g (2 slices) 8g 20g	Sugar Low fat milk Brown bread Margarine Egg mayonnaise

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

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

ANNEXURE E – WINTER MENU

Week 2 cycle

BREAKFAST	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday	Spec	Saturday	Spec	Sunday
	60g	Maltabella	80g	maize meal soft porridge	60g	Oats	60g	Maltabella	80 g	Corn flakes	80g	maize meal soft porridge	60g	Maltabella
AM TEA	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	200ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	75g(1.5)	Scrambled egg	100g	Fish cake	100 g	Lean mince	60/50g	Bacon and egg	90g	Chicken sausage	3x25g	Fish fingers	60g	Fried egg
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
LUNCH	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
AM TEA	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water
	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Chicken schnitzel	150g	Grilled steak	150g	Beef stew	150+100	Beef Lasagna	150g	Baked/fried/grilled hake	120g	Grilled boerewors	150g	Baked chicken thigh
	100g	Rice	100g	Stiff maize	100g	Samp	200g	Mash potatoes	100g	Stiff maize	100g	Savoury rice	100g	Savoury rice
	90g	Steamed peas	150 + 70	Stewed spinach	135g	Beetroot	110g	Tossed salad	90g	Buttered peas	140g	Braised cabbage	170g	Creamed spinach
LUNCH	180g	Butternut	130g	Sweet and sour carrot salad	80-30	Stewed Green beans	110 g	Baked butternut	100g	Glazed carrot	130g	Chakalaka Salad	180g	Baked butternut
	60ml	Chicken sauce	60ml	Brown Crayfish					20ml	Tatar sauce	60ml	Tomato& onion relish / gravy	60ml	Chicken gravy

AMTE	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water	Bottled water	Bottled purified water
	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Minced meat	150g	Beef steak	150g	Beef steak	150g	Beef steak	150g	Beef steak	150g	Beef steak
	100g	Spaghetti	80-20g	Samp & peas	100g	Samp	2 piece	Burger bun	100g	Macaroni	100g	Maize rice
	100g	Mixed veg	135g	Beetroot salad	180g	Pumpkin	90g	Cauliflower with cheese sauce	200g	Tossed salad	90g	Beetroot salad
	180g	Baked butternut	80g	Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g	Chakalalaka	180g	Stewed green beans
	2.5-5g	Roolbos tea / Ceylon coffee	2.5-5g	Ceylon tea / Ceylon coffee	2.5-5g	Gravy	60ml	Gravy	2.5-5g	Roolbos tea / Ceylon coffee	2.5-5g	Roolbos tea / Ceylon coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Short bread biscuit	30g	Crunchy biscuits	30g	Lemon creams Biscuit	30g	Biscuit	30g	Ginger biscuit	30g	Marie biscuit
	210g	Grilled chicken	150g	Baked/fried/grilled hake	150g	Boerewors	150g	Chicken Schnitzel	210g	Grilled chicken thighs	150g	Beef goulash
	100g	Pap	200g	Chips	100g	Pap	200g	Mashed potato	100g	Rice	200g	Pap
	150 + 70	Stewed spinach	100g	Carrot salad	150g	Braised cabbage	100g	Country mix vegetables	135g	Beetroot salad	100g	Chakalaka
	60ml	Chicken Gravy	20ml	Tartar sauce	60ml	Gravy	60ml	Jelly & custard	120+100	Fruit salad & custard	60 ml	Malva pudding & custard
	120+100	Fruit salad & custard	80 + 100	Malva pudding & custard	125+15	Instant pudding & jelly	15g+100ml	Jelly & custard	120+100	Fruit salad & custard	125+15	Malva pudding & custard
	2.5-5g	Roolbos tea / Ceylon coffee	2.5-5g	Ceylon tea / Ceylon coffee	2.5-5g	Milo (milk)	200ml	Roolbos tea / Ceylon coffee	2.5-5g	Roolbos tea / Ceylon coffee	2.5-5g	Roolbos tea / Ceylon coffee
	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	1 piece	Bread roll	2 pieces	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
	30g	Cheese	20g	Polony	50g	Egg mayonnaise	20g	Polony	1 piece	Vienna	5g	Cheese & Tomato

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

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

**SUMMER MENU
ANNEXURE E – MENU**

Week 2 cycle

	Spec	Monday	Spec	Tuesday	Spec	Wednesday	Spec	Thursday	Spec	Friday	Spec	Saturday	Spec	Sunday
BREAKFAST	60g	Maltabella	80g	maize meal soft porridge	60g	Oats		Maltabella	80 g	Corn flakes		maize meal soft porridge	60g	Maltabella
	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk		Low fat milk	200ml	Low fat milk		Low fat milk	100ml	Low fat milk
	20g	Sugar	20g	Sugar	20g	Sugar		Sugar	20g	Sugar		Sugar	20g	Sugar
	75g(1.5)	Scrambled egg	100g	Fish cake	60/50g	Lean mince		Bacon and egg	90g	Chicken sausage		Fish fingers	3x25g	Fried egg
	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread		Brown bread	60g (2 slices)	Brown bread		Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine		Margarine	8g	Margarine		Margarine	8g	Margarine
	15g	Jam	15g	Jam	15g	Jam		Jam	15g	Jam		Jam	15g	Jam
AM TEA	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee		Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee		Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar		Sugar	20g	Sugar		Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk		Low fat milk	50ml	Low fat milk		Low fat milk	50ml	Low fat milk
	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit		Fresh fruit	2 pieces	Fresh fruit		Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water		Bottled purified water	250ml	Bottled purified water		Bottled purified water	250ml	Bottled purified water
	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice		Fruit juice	250ml	Fruit juice		Fruit juice	250ml	Fruit juice
	150g	Chicken schnitzel	150g	Grilled steak	150-100	Beef stew		Beef Lasagna	150g	Baked/fried/grilled hake		Grilled boerewors	150g	Baked chicken thigh
LUNCH	100g	Rice	100g	Stiff malie	100g	Samp		Mash potatoes	200g	Mash potatoes		Stiff maize	100g	Savoury rice
	90g	Steamed peas	150 + 70	Stewed spinach	135g	Beetroot		Tossed salad	90g	Buttered peas		Braised cabbage	170g	Creamed spinach
	180g	Butternut	130g	Sweet and sour carrot salad	80+30	Stewed Green beans		Baked butternut	100g	Glazed carrot		Chakalaka Salad	180g	Baked butternut
	60ml	Chicken sauce	60ml	Brown gravy					20ml	Tartar sauce		Tomato & onion relish / gravy	60ml	Chicken gravy
	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee		Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee		Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar	20g	Sugar		Sugar	20g	Sugar		Sugar	20g	Sugar
	500ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk		Low fat milk	50ml	Low fat milk		Low fat milk	50ml	Low fat milk
PM TEA	30g	Peanut butter biscuits	30g	Coconut biscuits	30g	Ginger biscuit		Chocolate Crunchy Biscuit	30g	Wafer biscuit		Chocolate chip biscuits	30g	Shortbread biscuits
	150g	Mince meat	210g	Baked chicken	150g	Baked/fried/grilled hake		Chicken stew (highs)	150g	Beef stew		Chuck steak	150g	Fried hake
	100g	Spaghetti	100g	Maize rice	200g	Potato wedges		Rice	100g	Samp		Maize Rice	200g	Potato wedge
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad	135g	Coleslaw		Creamed Spinach	135g	Beetroot salad		Country mixed vegetables	110g	Green salad
	125g	Fruit jelly whip	125+15	Instant pudding & jelly	100ml	Banana custard		Malva pudding & custard	80g	Apple crumble / milk tart		Jelly & custard	180g	Ice cream & chocolate sauce
	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee		Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee		Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee
EVENING TEA	20g	Sugar	20g	Sugar	20g	Sugar		Sugar	20g	Sugar		Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk		Low fat milk	50ml	Low fat milk		Low fat milk	50ml	Low fat milk
	2 portions	muffin	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread		Scones	60g (2 slices)	Brown bread		Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine	8g	Margarine		Margarine	8g	Margarine		Margarine	8g	Margarine
	15g	Jam	30g	Cheese	20g	Polony		Jam	50g	Egg marmalade		Cheese & Tomato	20g	Polony

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

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

SUMMER MENU ANNEXURE E – MENU

Week 1 cycle

	Spec	Monday	Time: day	Spec	Wednesday	Spec	Thursday	Spec	Friday	Spec	Saturday	Spec	Sunday
BREAKFAST	80g	Oats	Maltabala	80g	maize meal soft porridge	80g	Oats	80g	maize meal soft porridge	80g	All bran flakes	80g	Oats
	100ml	Low fat milk	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	100ml	Low fat milk	200ml	Low fat milk	100ml	Low fat milk
	20g	Sugar	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	3x25g	Fish fingers	Vienna	100g	Lean mince	100g	Fish cakes	50g	Fried egg	90g	Beef sausage	60/50	Bacon and egg
	60g (2 slices)	Brown bread	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine	8g	Margarine
AMTEA	15g	Jam	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam	15g	Jam
	2.5-5g	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	2 pieces	Fresh fruit	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit	2 pieces	Fresh fruit
	250ml	Bottled purified water	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water	250ml	Bottled purified water
LUNCH	250ml	Fruit juice	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice	250ml	Fruit juice
	150g	Mince meat	Beef steak	210g	Roast Chicken	150g	Roast beef	200g	Beef burger	150g	Savoury mince	210g	Chicken curry
	100g	Spaghetti	Samp & leeks	100g	Rice	100g	Samp	2 piece	Burger bun	100g	Macaroni	100g	Maize rice
	100g	Mixed veg	Beetroot salad	180g	Pumpkin	90g	cauliflower with cheese sauce	200g	Tossed salad	90g	Country mix vegetables	135g	Beetroot salad
	180g	Baked butternut	Green beans	180g	Creamy spinach	160g	Stewed baby marrow	110g	Chakalalaka	180g	Hubbard squash	90g	Stewed green beans
				60ml	Gravy	60ml	Gravy						
PM TEA	2.5-5g	Rooibos tea / Ceylon tea / coffee	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Rooibos tea / Ceylon tea / coffee	2.5-5g	Chicken gravy	2.5-5g	Rooibos tea / Ceylon tea / coffee
	20g	Sugar	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar	20g	Sugar
	50ml	Low fat milk	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk	50ml	Low fat milk
	30g	Short bread biscuit	Crunchy biscuits	30g	Lemon creams biscuit	30g	Chocolate Chip Biscuit	30g	Ginger biscuit	30g	Tennis biscuit	30g	Marie biscuit
	210g	Grilled chicken	Baked/fried	150g	Boerewors	150g	Chicken Schnitzel	210g	Grilled chicken thighs	150g		150g	Beef goulash

	60ml	Chicken sauce	60ml	Brown Gravy						20ml	Tartar sauce	60ml	Tomato& onion relish / gravy	60ml	Chicken gravy
PM TEA	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Ceylon tea / coffee		2.5-5g	Roobos tea / Ceylon tea / coffee		2.5-5g	Roobos tea / Ceylon tea / coffee		2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar		20g	Sugar		20g	Sugar		20g	Sugar	20g	Sugar
	500ml	Low fat milk	50ml	Low fat milk		50ml	Low fat milk		50ml	Low fat milk		50ml	Low fat milk	50ml	Low fat milk
	30g	Peanut butter biscuits	30g	Ginger biscuit		30g	Ginger biscuit		30g	Chocolate Crunchy biscuit		30g	Chocolate chip biscuits	30g	Shortbread biscuits
SUPPER	150g	Mince meat	210g	Baked chicken		150g	Baked/fried/grilled hake		150g	Chicken stew (thighs)		150g	Chuck steak	150g	Fried hake
	100g	Spaghetti	100g	Maize rice		100g	Potato wedges		1000g	Rice		100g	Maize Rice	200g	Potato wedge
	100g	Country mixed vegetables	110g	Tomato, cucumber and onion salad		135g	Coleslaw		135g	Creamed Spinach		80g	Country mixed vegetables	110g	Green salad
	125g	Fruit jelly whip	125+15	Instant pudding & jelly		100ml	Banana custard		80 + 100	Malva pudding & custard		15+100	Jelly & custard	180g	Ice cream & chocolate sauce
EVENING TEA	2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Ceylon tea / coffee		20ml	Tartar sauce		200ml	Milo (milk)		2.5-5g	Roobos tea / Ceylon tea / coffee	2.5-5g	Roobos tea / Ceylon tea / coffee
	20g	Sugar	20g	Sugar		20g	Sugar		20g	Sugar		20g	Sugar	20g	Sugar
	50ml	Low fat milk	50ml	Low fat milk		50ml	Low fat milk		50ml	Low fat milk		50ml	Low fat milk	50ml	Low fat milk
	2 portions	muffin	60g (2 slices)	Brown bread		8g	Margarine		60g (2 slices)	Brown bread		60g (2 slices)	Brown bread	60g (2 slices)	Brown bread
	8g	Margarine	8g	Margarine		8g	Margarine		8g	Margarine		8g	Margarine	8g	Margarine
	15g	Jam	30g	Cheese		15g	Jam		50g	Egg mayonnaise		30g	Cheese & Tomato	20g	Poly

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

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

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

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

Food item		Equivalent	
STARCH			
280g	Potatoes or other commodity according to menu	200g	Baked beans canned
		200g	Sweet corn canned
		200g	Cut corn frozen
		80g	Dried beans / lentils / peas
		120g	Samp / 40g bean mix
90g	Maize meal	120g	Mabele
BREAKFAST PORRIDGE			
60g	Maize meal	60g	Cornflakes
		60g	Weetbix
BEVERAGES			
1.5g	Tea/	5g	Milo
2.5g	Coffee	1.5g	Rooibos tea
MILK			
200ml	Fresh, low-fat cream	175ml	Plain / Flavored yoghurt
		200ml	Buttermilk
		200ml	2% Low fat milk
JAM			
20g	Unportioned	15g	Jam portion (tub)
BREAD			
30g	Slice brown bread	50g	Scones
			Roll (hamburger bun)
MEAT / FISH/POULTRY			
150G	Pork	150g	Chuck
200g	Chicken portion	130g	Breast fillet
100g	Beef mince		

150g	Hake portions – ready battered	120g	Hake fillet – prepare own batter
-------------	---------------------------------------	-------------	---

Vegetables

– ready pre-pared weight

1 portion equals:

(vegetables used for meat stews is not included)

Vegetable		Menu D Children 4-18years
Beetroot	Fresh	160g
Cabbage	Fried	140g
	Salad	100g
	Stew potato +	120g+50g
Carrots	Fresh without tops	130g
	Frozen	80g
	Salad	100g
	Stew potato +	100g+30g
Gems	Fresh	180g
Green beans	Canned	150g
	Frozen	80g
	Stew potato +	80g+30g
Green peas	Canned	100g
	Frozen	65g
Mixed Vegetables	Canned	150g
	Frozen	80g
Pumpkin	Fresh	180g
Spinach	Stew +	170g+50g

	potato	
Tossed salad can contain any (3/4) mixture of onions, tomatoes, lettuce, cucumber, pineapple		100g

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

ANNEXURE F

DETAIL OF DESIGNATED ALLOCATED STAFF (INSTITUTION STAFF)

1. Food Service Manager X 1

SCHEDULE A

INSTITUTION FINANCIAL SUMMARY

Tender Number :

Name of Tender :

Institution :

Validity : **90 DAYS**

Period : **36 MONTHS**

TENDER PRICES IN SA CURRENCY

INCLUSIVE OF VAT

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

SCHEDULE B
CALCULATION OF OVERHEAD STRUCTURES
INCLUSIVE OF VAT

Tender Number :

Name of Bidder :

Institution :

Validity : **90 DAYS**

Period : **36 MONTHS**

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

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

SCHEDULE C

TENDERER'S OWN PERSONNEL DAILY FOOD COST SUMMARY

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

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

1. INSPECTIONS

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

17. BID ENQUIRIES

Contact Person: Supply Chain Management related matters:

Name: Mr Job Mnguni

Contact: 018 388 2798/ 1529

E-mail: JMnguni@nwpg.gov.za

Contact person: Technical matters:

Name: Ms Catherine Disebo Monyemore

Tel: (018) 294 3504

E-mail: Dmonyemore@nwpg.gov.za

NB: All enquiries must be in writing

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT							
BID NUMBER: NW/DSD/04/2022		CLOSING DATE: 08 August 2022		CLOSING TIME: 11H00			
DESCRIPTION: APPOINTMENT OF DULY AUTHORIZED SERVICE PROVIDER FOR THE PROVISION OF CATERING SERVICES TO SUBSTANCE USED DISORDER CLIENTS AT JB MARKS TREATMENT CENTRE- NORTH WEST PROVINCE							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
FIRST FLOOR UNIVERSITY DRIVE							
PROVIDENT HOUSE BUILDING							
SUPPLY CHAIN MANAGEMENT DIRECTORATE							
NORTH WING ENTRANCE, MMABATHO 2735							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Mr SJ Mnguni		CONTACT PERSON		MS D Monyemore	
TELEPHONE NUMBER		018 388 2798/1529		TELEPHONE NUMBER		(018)294 3504	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		JMnguni@nwpg.gov.za		E-MAIL ADDRESS		Dmonyemore@nwpg.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR 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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
<hr/>			
- Required by:		
- At:		
- Brand and model		
- Country of origin		
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)		
- Period required for delivery		
- Delivery:			*Firm/not firm

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

*Delete if not applicable

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A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

[illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- ~~3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.~~
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number 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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (c) training of the purchaser's personnel at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- | | |
|--|--|
| 29. Governing language | 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | <p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> |
| 32. Taxes and duties | <p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p> |
| 33. National Industrial Participation Programme (NIP) | 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |