



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

BID NUMBER: **WCGHSC0112/1/2023**

CLOSING DATE: **MONDAY, 18 SEPTEMBER 2023**

CLOSING TIME: **11:00**

FOR THE PROVISION OF STUDENT MEALS AT RESIDENCES OF THE WESTERN CAPE COLLEGE OF NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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

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

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

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

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

Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on the CSD prior to bidding. Central Supplier Database self-registration only: www.csd.gov.za Contact email: SCM.eProcurementDOH@westerncape.gov.za

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

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

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

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

Please refer all technical/specification enquiries to **Ms Rosemary Byrnes or delegated official(s)** at telephone no. (044) 813 1841 or email rosemary.byrnes@westerncape.gov.za.

C Munnik

for HEAD OF DEPARTMENT

DATE: 21 August 2023

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
18 SEP 2023	
1)	2)
SIGNED	SIGNED

PART A

INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH & WELLNESS					
Bid no	WCGHSC0112/1/2023	Closing date:	18 September 2023	Closing time	11:00
Description	Provision of student meals at residences of the Western Cape College of Nursing Southern Cape Campus, George for 3 years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Foyer of the main entrance, Western Cape Government Building (next to Cape High Court)					
Junction of Dorp and Keerom Streets, Cape Town 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
Contact person	Mr Rashaad Matthews		Contact person	Ms Rosemary Byrnes	
Telephone no	(021) 483 2550		Telephone no	(044) 813 1841	
E-mail address	rashaad.matthews@westerncape.gov.za		E-mail address	rosemary.byrnes@westerncape.gov.za	
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone no	Code		<div style="border: 1px solid black; padding: 5px;"> WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 18 SEP 2023 1) 2) SIGNED SIGNED </div>		
Cellphone no					
Facsimile no	Code				
E-mail address					
VAT registration no					
Supplier compliance status	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		
If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)		[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 WITH A COMPLETED WCBD6.1 FORM TO QUALIFY FOR B-BBEE PREFERENCE POINTS					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes, enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part B3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
Is the entity a resident of the Republic of South Africa ('RSA')?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the entity have a permanent establishment in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the entity have any source of income in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is the entity liable in the RSA for any form of taxation?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
IF THE ANSWER TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS); OTHERWISE REGISTER AS PER 2.2 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION REQUIREMENTS
1.1	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official, not re-typed, forms provided, or in the manner prescribed in the bid document.
1.3	This bid is subject to the preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, 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, WCBD7.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Application for Tax Compliance Status ('TCS') may be made via e-Filing through the SARS website, www.sars.gov.za
2.3	Bidders must provide their unique SARS-issued personal identification number ('PIN') to enable the organ of state to view the taxpayer's profile and tax status.
2.4	Bidders may also submit a printed TCS certificate with a result summary page (downloaded from e-filing) with the bid.
2.5	In bids where consortia/joint ventures/sub-contractors are involved each party must submit a separate TCS certificate and 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/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY IN WHICH THIS BID IS SIGNED:	
(Please submit proof of authority, e.g. company resolution, that bid signatory has been mandated to sign the bid in his/her capacity as the authorized representative of the organization.)	
DATE:	

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS
GOODS & SERVICES SOURCING
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 SIGNED SIGNED

WCGHSC0112/1/2023 FOR THE PROVISION OF STUDENT MEALS AT RESIDENCES OF THE WESTERN CAPE COLLEGE OF NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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NOTE: Please index the required annexures in the order as above, and add them after the last documents in your bid offer with page separators in-between. Please insert any other compulsory forms (Tax clearance certificates, BBBEE certificates, etc.) where they are specified or requested in the bid document.		

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DEFINITIONS

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

Authority	Representative(s) from the end-user institution authorized to instruct the service-provider about specified and agreed contract requirements. Authorized persons for the purpose of this bid may include the Head of Campus, the Director, Western Cape College of Nursing ('WCCN') and their delegated officials.
Bid	A written offer, in prescribed format, from a prospective service-provider, to provide services to an end-end-user.
Bidder	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
Catering facility/registered offsite kitchen	Premises used by the service-provider for the preparation and packaging of student meals for delivery to residences of the Western Cape College of Nursing Southern Cape Campus, George ('WCCN-G') according to the provisions of this agreement.
Catering manager	The member of the service-provider's management designated to liaise with the designated WCCN-G representative on all student meal delivery and related services.
Catering staff	Staff involved in food preparation, provided by the service-provider for the duration of this agreement as explained further on in this document.
College/Nursing College/Western Cape College of Nursing (WCCN), Multi Campus	An institution under control of Western Cape Government Health & Wellness ('WCGHW'), represented by its management, that provides formal, accredited vocational training, board and lodging to nursing students. The College is comprised of campuses in the Metro West (Athlone), Metro East (Stikland), Boland Overberg (Worcester and Paarl) and Southern Cape (George) districts.
Conditions	All conditions and procedures specified which may affect the legal aspects of the bid or contract.
Contract	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract ('GCC'), which form the basis of the agreement resulting from the acceptance of a bid.
Contractor	The successful bidder/service-provider by whom the services specified will be provided subject to all the terms and conditions embodied in the contract.
Contract manager	Also called 'co-ordinator or 'representative; the member of the service-provider's management team designated to liaise with WCCN-G about contract and contract-related services, AND The appointed representative from WCCN-G assigned to review project effectiveness, compliance and monitoring the services.
End-user	The institution that requires provision of a specialized outsourced service to fulfil a need for which it does not have the in-house capacity, and who retains the services of a service-provider to carry out such service in accordance with an agreed contract.
Equipment	All furniture, fixtures, fittings, appliances or any other item of equipment which the service-provider might reasonably require in the performance of its duties.
Facility	The end-user's premises/site where the the service-provider shall perform the duties under the provisions of the bid. For the purposes of this bid, 'facility' will refer to both WCCN-G and student residences where meals will be delivered.
Food invoice/invoice	The draft invoice format which forms the basis of all accounting for moneys payable by WCCN-G for catering services provided to students by the service-provider.

DEFINITIONS (continued)

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

Food service staff	Staff employed by the service-provider to prepare and package student meals for delivery to residences of the WCCN-G for the duration of this agreement as explained further on in this document.
Food specification	The schedule of food types, quantities and quality per meal and menu cycle, to which the service-provider must adhere in all respects, and for which WCCN-G must pay.
General Conditions of Contract	An explanatory annexure which forms part of the bid specification, detailing the general rights and obligations of entities conducting business with government.
Institution	Training facility under the control of the WCCN such as the WCCN-G who is a participant in a bid and on whose behalf certain services are arranged. Also see 'College'.
Interpretation	Words referring to the singular also include the plural and vice versa, where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
Management staff	Any management staff provided by the contractor for the duration of this agreement.
Mandatory	A term which denotes an obligation (also shall/should and must) or legal requirement.
May (<i>aux verb</i>)	An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc
Ration scale	A list of unprocessed and processed foods and drinks expressed in quantities/portion sizes needed per person per day or week to meet the Recommended Daily Allowances (RDA) for energy and all other nutritional requirements of a specific group of clients.
Service	The outsourced provision of a student meal delivery service at WCCN-G in accordance with the specified duties, responsibilities and conditions detailed in this document.
Service-provider	The successful bidder/service-provider by whom the specified service will be provided subject to all the terms and conditions embodied in the bid.
Service-provider's staff	Staff responsible for performing the specified duties according to the scope of services required for the contract.
Specification	A document detailing proposed services for the contract.
State, Government, Department	The Republic of South Africa and/or Government Department/Western Cape Government Health and Wellness, according to the context of the sentence in which it appears.
Status quo	The condition or state of affairs of the bidder and bidding organisation as at the date of bid.
Validity date	Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. This bid shall be valid for 90 days from the closing date. Validity dates can be extended in agreement with bidders if bids are not concluded within 90 days.
Western Cape Government Health and Wellness	Abbreviated as 'WCGHW', previously known as the Department of Health, Western Cape Government, this is the provincial government body who invited the bid, under whose control all WCCN campuses, including Southern Cape Campus resides.

WCGHSC0112/1/2023 FOR THE PROVISION OF STUDENT MEALS AT RESIDENCES OF THE WESTERN CAPE COLLEGE OF NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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

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

Para	Section 1: Introduction	Details of offer
1.1	SCOPE	
1.1.1	This specification establishes the requirements for the provision, operation and management of a student meal delivery service at residences of the Western Cape College of Nursing Southern Cape Campus, George ('WCCN-G') for a 3-year period , in accordance with the requirements described further on.	
1.1.2	The service must include: <ul style="list-style-type: none"> - a proposal for a 5-week summer and winter menu cycle, - daily provision of prepacked main meals, weekly provision of perishable food items and monthly provision of non-perishable rations, and - implementation of a manual meal booking system 	
1.1.3	While the WCCN-G is in recess , no meal delivery service will be required and, subject to prior notification by the WCCN-G if these dates should change, the service-provider shall not bill the WCCN-G for meal deliveries for the following periods during the contract term: Year 1 - 15 December 2024 to 4 January 2025 Year 2 - 15 December 2025 to 4 January 2026 Year 3 - 15 December 2026 to 4 January 2027	
1.1.4	In the event and for the duration of a national disaster or pandemic during which services cannot be provided due to national and/or provincial regulations, restrictions and/or the WCCN-G's logistic considerations , the service-provider shall not bill the WCCN-G for meal deliveries	
1.2.	CONTRACT PERIOD	
1.2.1	This contract between WCGHW and the service-provider will become effective for 3 years from the day on which it is signed , or the first day of the following month, unless otherwise provided in the contract.	
1.2.2	The contract will end on the last calendar day of the 36th month after the commencement date, with the option to extend the contract for a period determined by WCGHW if required, after which fresh bids will be invited.	
1.3	GENERAL	
1.3.1	The bid will be subject to the General Conditions of Contract (GCC) of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.	

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 18 SEP 2023 1) 2) SIGNED SIGNED	
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Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 2: Service Specification	Details of offer
2.1	OVERVIEW	
2.1.1	This specification establishes the requirements for the provision and operation of a meal delivery service at Western Cape College of Nursing, Southern Cape Campus, George ('WCCN-G') for a 3-year period.	
2.1.2	WCCN-G student residences can accommodate a maximum of 150 students per year . Meals must be provided for 48 out of 52 weeks . Because residence kitchens are not equipped for large-scale food-preparation , daily main meals and ingredients for self-service breakfasts and packed lunches must be delivered by an outsourced service-provider.	
2.1.3	Usage of the service will depend on the needs of WCCN-G and will operate according to a manual meal booking system . The number of meals booked per day may be affected as student numbers fluctuate during a year based on academic programmes . Therefore, order quantities cannot be guaranteed and WCCN-G will not be restricted to order minimum quantities .	
2.1.4	As WCCN-G will only pay for booked meals , students must book meals for a week and weekend each Monday . Bookings must be made on lists posted next to fridges in residence kitchens and will be ordered accordingly. Daily meals provided shall be recorded on the daily provisions issue statement , Annexure E1.	
2.1.5	The service-provider will provide a weekly fresh and monthly dry ration packs for each student containing ingredients for self-service breakfasts and packed lunches , and prepare, package and deliver a daily main meal per student.	
2.1.6	At the residences, the service-provider's staff must decant meals and perishable food items into kitchen fridges, from which students serve themselves . The fridges must be provided by the contractor to maintain the cold chain, and its staff will be responsible for cleaning them regularly, and defrosting them once monthly, or as required.	
2.1.7	While WCCN-G might require additional food services periodically, e.g. for official functions and meetings , it will not be obliged to use the service-provider exclusively for such occasions, and will only accept liability for events for which a written motivation letter was presented to, discussed with, and approved by, the Head of WCCN-G beforehand. A separate accounting record must be maintained for each event of this kind.	

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

Para	Section 2: Service Specification	Details of offer
2.2	<p>PREMISES AND FOOD SERVICE EQUIPMENT</p> <p>Duties and obligations of the parties The service-provider must have its own registered, suitably equipped off-site kitchen facility to manage the meal delivery service efficiently. All cost related to the equipment and premises will be for the service-provider's account. The service-provider must provide the address of the off-site kitchen and copies of food preparation and handling documents for the premises, including but not limited to the Certificate of Acceptability (CoA) to WCCN-G.</p>	
2.2.1	The service-provider is responsible for payment of all applicable rates and service charges at its registered offsite kitchen facility for the proper operation and management of the service.	
2.2.2	The service-provider must possess, maintain and carry the cost of its own telecommunication and information technology facilities to manage the service efficiently, which includes maintenance cost, safety expenses, network and equipment costs.	
2.2.3	The service-provider is responsible for the procurement and supply of 3-division disposable, recyclable (biodegradable) containers with lids and separate recyclable lidded containers to package and transport daily main meals and protein servings respectively, as well as suitable packaging materials for students' monthly dry goods ration packs and weekly perishable food items .	
2.2.4	Before the service starts, the service-provider must draw up an inventory of the number, make, model, condition and estimated replacement value of fridges placed by the service-provider in residence kitchens, which must be verified by the Contract Manager during joint inspections with the service-provider of all residence kitchens. The fridges must be recorded on an inventory schedule and a copy of this document, signed by both parties , will form part of the contract.	
2.2.5	The service-provider will be responsible for maintaining these fridges in a clean, hygienic and functional condition . To ensure continuous availability of appropriate cold storage for foodstuffs and meals, the service-provider must provide replacement fridges as a contingency during repairs or when fridges become unserviceable . The service-provider must liaise with the Contract Manager in such circumstances to ensure that the inventory schedule is amended accordingly, signed off by both parties and placed on record.	
2.2.6	The service-provider will carry the cost of any unserviceable equipment resulting from proven negligence and/or misuse by service-provider staff . WCCN-G will carry the cost of any unserviceable equipment resulting from proven negligence and/or misuse by students .	
2.2.7	A month before the contract ends , a count of the fridges will be undertaken. The service-provider must submit a list of de viations and condition of the items, which must be replaced at the WCCN-G's expense where required.	
2.2.8	Before the contract is awarded , WCHW reserves the right to conduct site visits at the premises of compliant bidders to assess bidders' capacity and ability to supply and deliver the required goods.	
2.2.9	During the contract term , WCCN-G's Contract Manager reserves the right to conduct unannounced inspections at the service provider's off-site kitchen to ensure food and health standards compliance.	

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WCGHSC0112/1/2023 FOR THE PROVISION OF STUDENT MEALS AT RESIDENCES OF THE WESTERN CAPE COLLEGE OF NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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Para	Section 2: Service Specification	Details of offer
2.3	STAFF MANAGEMENT AND TRAINING	
2.3.1	The service-provider must provide all necessary management and food service staff, including relief staff in designated positions where required , and an accounting service for the efficient operation of the meal delivery service.	
2.3.2	Minimum (core) food service staffing levels must be determined by the service-provider to ensure the continuous availability of staff and relief staff in designated positions and costing for both.	
2.3.3	The trained contract food service staff members, their positions, numbers, hours and shifts (e.g. 8:00-16:00, Mon-Fri) and wages must be indicated below and in the WCBD3.2 pricing schedule further on:	

Table 1 Minimum core food service staff levels

Post description	Hours & shifts	Total staff	Wage/person/day	Total wages/day
2.3.4	A sufficiently senior contract staff member (Catering Manager or Assistant Catering Manager, details to be provided for liaison) must be available every day at the service-provider's offsite kitchen to supervise meal preparation, oversee quantity and quality control, monitor standards and manage queries and complaints.			
2.3.5	Wages paid by the service-provider to management and food service staff must be not less than the minimum wage for the category of employee determined and gazetted by the Department of Labour from time to time. Bidders shall furnish proof that the salaries/wages paid to employees comply with this condition.			
2.3.6	If there should be an unforeseen increase or decrease in clients participating in the service, the service-provider will be entitled to negotiate an increase or decrease of its personnel with WCCN-G. Any fluctuation in the service-provider's staff numbers must be approved by WCGHW.			

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Para	Section 2: Service Specification	Details of offer
2.4	PURCHASE AND SUPPLY OF FOOD	
2.4.1	Meals are planned over a cycle of 5 weeks by means of a standardised menu for winter and summer to prevent menu fatigue . The service-provider shall arrange for the supply and delivery of all ingredients and food supplies necessary for the preparation of meals in the 5-week cycle at his own cost. The service-provider shall also ensure the availability of sufficient reserve food stocks to provide meals to WCCN-G for a minimum of 3 days .	
2.4.2	As compliance with food quality requirements is mandatory, the service-provider shall ensure that all student meals supplied to WCCN-G comply with the specified quality and adhere to SABS specifications for the handling and preparation of food , the acceptability of the premises according to public health requirements (CoA) etc.	
2.4.3	Where required, the service-provider undertakes to submit food to quality and quantity control inspections and testing of menu specifications by the Contract Manager. Where inspections and tests by the SABS or Environmental Health practitioners are required, paragraph 8 of the General Conditions of Contract will apply.	
2.4.4	If the quantity and/or quality of any meals or materials supplied to students do not comply with the standard and specifications in the contract, the contract may be terminated immediately by written notice and without prejudice to any other remedy for breach of contract in terms of paragraph 23 of the General Conditions of Contract.	

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Para	Section 2: Service Specification	Details of offer
2.5	MEAL SERVICE, MENUS & RECIPES	
2.5.1	The meal delivery service will be based on a conventional cooking system . The contractor shall use and limit itself to standardised recipes in the menu cycles for all menus required at WCCN-G. After the contract's commencement, the daily or other menus may only be amended with prior approval of WCCN-G's Contract Manager/site representative. Menus must be signed off by the Provincial Food Services Coordinator . In exceptional cases, however, changes may be made to the daily menu with prior approval of the site representative/dietician.	
2.5.2	Menus in the 5-week cycle , which must include appropriate (seasonal) summer and winter menus, shall specify portion sizes, vegetables, salads, gravies, sauces and spreads for all meals in accordance with the Provincial Meal Plan . Once approved by WCCN-G and the Provincial Food Services Coordinator , the menus attached to the bid document will be implemented by the successful bidder.	
2.5.3	Bidders must submit examples of proposed 5-week summer and winter cycle menus/their interpretation of the Provincial Meal Plan specification with their completed bid document for evaluation. Failure to comply will invalidate an offer.	
2.5.4	Within 1 month after award of the contract: <ul style="list-style-type: none"> - the approved service-provider must provide standardised recipes for the 5-week summer and winter cycle menu and - the service-provider's dietician must perform a nutritional analysis of all menus and submit it to WCCN's Contract Manager and the Provincial Food Services Coordinator for approval. 	
2.5.5	WCCN-G reserves the right to make any reasonable alterations, changes or substitutions to the menus submitted where necessary, in collaboration with and prior approval of the service-provider , provided that such changes remain within budget .	
2.5.6	WCCN-G will monitor whether the meals served comply with the specified weight requirements for individual food items. For this purpose, the service-provider must make a daily sample plate available to be tested for taste and portion sizes by the WCCN-G Contract Manager. A 10% tolerance above or below the weight specified per item shall be allowed. However, if the weight per item should vary more than 10% and the contractor fails to correct it, a fine will be imposed.	

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NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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Para	Section 2: Service Specification	Details of offer
2.6	HYGIENE AND CLEANLINESS OF FOOD	
2.6.1	The service-provider shall have procedures in place for the clean, hygienic and safe handling of meals and food items delivered from receipt through preparation where applicable, to dispatch and delivery, to ensure and monitor that all food is: - examined on receipt for expiry date, damage, pest infestation and temperature, - handled, stored, prepared and cooked appropriately, and - kept at the correct temperature at all times, including when in transit between the food-preparation site, food delivery vehicle and residence kitchens.	
2.6.2	WCCN's Contract Manager will conduct regular inspections to monitor the standard and quantity of meals and food items, and the general service standard provided by the contractor, and shall be entitled to instruct the service-provider to rectify any breach of the specification immediately. Failing this, the contract may be terminated immediately on written notice without prejudice to any other remedy for breach of contract, in terms of paragraph 23 of the GCC .	
2.7	PENALTIES	
2.7.1	In addition to general penalties for the non-performance of contract services within specified timeframes to which WCCN-G is entitled under paragraph 21 and 22 of the General Conditions of Contract ('GCC'), individual penalties will be imposed on the service-provider for the following infringements:	

Table 2	Infringement	Value of fine
1	Meal and food deliveries are late/non-compliant with specified times & dates	R2 000
2	Meals delivered are not specification-compliant/short quantities, portion sizes etc	R2 000
3	Menu deviations have not been communicated	R2 000
4	Meals and/or food delivered show evidence of contamination	R2 000
5	Fresh goods (perishable food items) have expired, e.g. yoghurt, bread, etc.	R2 000
6	A daily sample plate has not been provided	R2 000
7	A manual booking system has not been implemented effectively	R2 000

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Para	Section 3: Catering and food specification	Details of offer																																																
3.1	MENU & SERVICE REQUIREMENTS																																																	
3.1.1	Menu planning																																																	
3.1.1.1	The meal delivery service must provide good quality, safe, wholesome and nutritious meals and snacks to students in accordance with South African Food-Based Dietary Guidelines and the Provincial Meal Plan specification.																																																	
3.1.1.2	The service-provider shall prepare and deliver meals and snacks to students in accordance with a standardised 5-week cycle menu , of which an example appears further on. Student menus must be developed and implemented for winter and summer , in accordance with South African Food-Based Dietary Guidelines. Copies of menus must be displayed in residence kitchens and dining rooms, where applicable.																																																	
3.1.1.3	The service-provider shall adhere to the National Food Policy for menu planning in respect of the colour, flavour, texture, cooking methods and variety of food items used. Menu plan guidelines, however , reflect the existing arrangement and will not be binding on bidders.																																																	
3.1.1.4	If there is a valid need to deviate from the menu specifications, e.g. to provide special diets for food allergies and/or chronic disease management , this will be considered upon submission of a medical certificate by the affected student(s). Details of the deviation and associated cost must be discussed between the service-provider's dietician and the Contract Manager before preparation.																																																	
Table 3	Meal items & portion sizes																																																	
	<table> <tr> <th>Food/beverage type</th><th>Frequency</th><th>Weight/quantity</th></tr> <tr> <td colspan="3">Breakfast & lunch snack pack combined</td></tr> <tr> <td>Cereal</td><td>daily</td><td>50g</td></tr> <tr> <td>Yogurt OR fruit</td><td>daily</td><td>100g/1 portion</td></tr> <tr> <td>Milk</td><td>daily</td><td>250ml</td></tr> <tr> <td>Sugar</td><td>daily</td><td>30g</td></tr> <tr> <td>Bread</td><td>daily</td><td>6 slices</td></tr> <tr> <td>Margarine</td><td>daily</td><td>20-30g</td></tr> <tr> <td>Spread</td><td>daily</td><td>20-40g</td></tr> <tr> <td>Proteien/sandwich filling</td><td>daily</td><td>60-80g</td></tr> <tr> <td>Coffee/Tea</td><td>daily</td><td>250ml; 3g/1bag</td></tr> <tr> <td colspan="3">Supper</td></tr> <tr> <td>Proteien:</td><td>daily</td><td>160g</td></tr> <tr> <td>Starch</td><td>daily</td><td>280g</td></tr> <tr> <td>Vegetable/Salad</td><td>daily</td><td>2 x 80g</td></tr> <tr> <td>Cold drink</td><td>daily</td><td>250ml</td></tr> </table>	Food/beverage type	Frequency	Weight/quantity	Breakfast & lunch snack pack combined			Cereal	daily	50g	Yogurt OR fruit	daily	100g/1 portion	Milk	daily	250ml	Sugar	daily	30g	Bread	daily	6 slices	Margarine	daily	20-30g	Spread	daily	20-40g	Proteien/sandwich filling	daily	60-80g	Coffee/Tea	daily	250ml; 3g/1bag	Supper			Proteien:	daily	160g	Starch	daily	280g	Vegetable/Salad	daily	2 x 80g	Cold drink	daily	250ml	
Food/beverage type	Frequency	Weight/quantity																																																
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Vegetable/Salad	daily	2 x 80g																																																
Cold drink	daily	250ml																																																
3.1.2	Ordering																																																	
3.1.2.1	WCCN-G will generate an official order when the need arises, and e-mail it to the service-provider for fulfilment. Each order, of which the service-provider must acknowledge receipt prior to delivery , will reflect: <ul style="list-style-type: none"> - the students' names, and - the item descriptions and quantities required. 																																																	

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Para	Section 3: Catering and food specification	Details of offer
3.1	MENU & SERVICE REQUIREMENTS (continued)	
3.1.3	Delivery	
3.1.3.1	<p>After mutual agreement of the following requirements between WCCN-G and the service-provider, the service-provider may proceed to deliver:</p> <ul style="list-style-type: none"> - daily main meals to residences from Monday to Sunday, public holidays included, between 12:30 and 13:00. Each meal <u>excluding the protein serving</u> must be packed in a 3-division disposable, recyclable (biodegradable) container with lid, and must be labelled with the student’s name. A lunch packet containing one protein serving per student must be provided in a separate, unlabelled container. - monthly dry goods ration packs issued to each student in the first week of every month, labelled with his/her name and containing coffee, tea, sugar, juice and a cereal variety, at a convenient, mutually agreeable time. - weekly perishable food items comprising bread, milk and margarine, fresh fruit (e.g. apples, bananas, citrus) and single-serving yoghurts, every Monday at a convenient, mutually agreeable time. - meals, dry goods and perishable food items directly at the designated food delivery point at the student residences. WCCN-G will provide the names and contact details of the responsible persons receiving and signing for these deliveries at each residence, to the successful service-provider prior to commencement of the service. - prepared and packaged in specified containers for meals, and appropriate packaging for dry rations and perishable food items, at its registered off-site kitchen and transported safely and hygienically to residences in the service-provider’s own hot boxes (where necessary; it must be confirmed whether WCCN-G expects main meals to be delivered warm) in an enclosed food-safe truck to maintain the heat/cold chain as required. - conveyed to residence kitchens in clean, hygienic, intact crates which must be removed by the service-provider after each delivery. 	
3.1.3.2	No deliveries will be accepted outside mutually-agreed times or designated meal delivery points .	
3.1.3.3	Each delivery must be accompanied by a delivery note/an invoice , referencing the original order number, which must be verified and signed by the responsible person at each residence for correctness, quality and quantity of goods received.	
3.1.3.4	If a third party is used for deliveries, the service-provider must ensure that the third party submits its copies of proof of delivery (PODs, delivery notes) to the service-provider without delay so that the service- provider can reconcile orders with PODs and issue invoices to WCCN-G swiftly . It is not WCCN-G’s responsibility to furnish third party PODs to the service-provider.	

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Para	Section 3: Catering and food specification	Details of offer
3.1	MENU & SERVICE REQUIREMENTS (continued)	
3.1.3	Delivery	
3.1.3.5	Meals will be accepted only if they meet the general and product specification. If any deviation is found in the agreed quality or quantity of delivered meals, dry ration packs or perishable food items, the service provider will replace the meal/item(s) immediately and free of charge .	
3.1.3.6	The service provider will provide the necessary staff and equipment to off-load and convey goods from the delivery vehicle at the delivery point. Use of college staff and equipment for this purpose is strictly prohibited .	
3.1.6.7	WCCN reserves the right to buy out against the contractor if it is unable to deliver the meals and/or dry rations and/or perishable food items on contract, and to hold the service provider liable for the difference in cost for any items bought out against it.	

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Table 4.1 - Summer Menu and food specification (Week 2)

Summer Menu											
Week:	2										
			Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Specifications			Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast		
Description											
Cereal	daily	50 g	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal		
Yoghurt and Fruit	daily	100 g/l	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit		
Milk	daily	250 ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk		
Sugar	daily	30 g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar		
Bread	daily	6 slices	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread		
Margarine	daily	30 g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine		
Spread	daily	40 g	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread		
Coffee	daily	3 g	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea		
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Specifications			Supper	Supper	Supper	Supper	Supper	Lunch	Lunch		
Description											
Protein	daily	160 g	Spaghetti Bolognaise	Green Bean Stew	Bobotie	Fried Hake Fillets	Chicken A la King	Hawaiin Pzza with Bacon	Chicken Schnitzel served with Cheese Sauce		
Starch	daily	280 g	(Pasta)	Vetkoek	Yellow Rice	Chips	Rice	(Pizza Base)	Potato Wedges		
Vegetable / Salad	daily	2 x 80 g	Gem Squash	Beetroot Salad	Sweet Potato	Coleslaw	Waldorf Salad	Salad Selection	Butternut		
			Stir Fry Vegetables	(Green Beans)	Peas	Greek Salad	Roasted Vegetables		Broccoli & Corn Bake		
Cooldrink / Coffee/Tea	daily	250 ml	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink		
									Yoghurt Tart		

Table 4.1 - Summer Menu and food specification (Week 3)

Summer Menu										
Week:	3									
			Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Specifications			Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	
Description										
Cereal	daily	50 g	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal	
Yoghurt and Fruit	daily	100 g/l	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit	
Milk	daily	250 ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk	
Sugar	daily	30 g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	
Bread	daily	6 slices	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	
Margarine	daily	30 g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	
Spread	daily	40 g	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	
Coffee	daily	3 g	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	
<div>WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS</div> <div>GOODS & SERVICES SOURCING</div> <div>BID OPENED @ 11:00</div> <div>18 SEP 2023</div> <div>1) 2)</div> <div>SIGNED SIGNED</div>										
Specifications			Supper	Supper	Supper	Supper	Supper	Lunch	Lunch	
Description										
Protein	daily	160 g	Beef Goulash Hot Pot with Tomato & Fresh Basil	Chicken Pie	Meatballs with Stroganoff Sauce	Hake Mornay	Beef Burger with Monkey Gland Sauce	Pasta Al Fredo	Roast Beef with Pepper Sauce	
Starch	daily	280 g	Brown Rice	Potato Bake	Rice	Mashed Potatoes	Potato Wedges	(Pasta)	Savoury Rice, Roasted Potato	
Vegetable / Salad	daily	2 x 80 g	Mixed Vegetables	Beetroot Salad	Oven Roasted Vegetables	Broccoli & Cauliflower Bake	Salad Buffet	Stir Fry Vegetables	Baby Marrow Bake	
			Cucumber Salad	Carrot & Pineapple Salad	Tomato Salad	Pineapple Summer Salad		Coleslaw	Baby Carrots	
Cooldrink / Coffee/Tea	daily	250 ml	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	
									Custard Slice	

Table 4.1 - Summer Menu and food specification (Week 4)

[illegible]

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Table 4.2 - Winter Menu and food specification (Week 1)

[illegible]

Table 4.2 - Winter Menu and food specification (Week 2)

Winter Menu									
Week:	2								
			Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Specifications			Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
Description									
Cereal	daily	50 g	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal
Yoghurt and Fruit	daily	100 g/l	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit
Milk	daily	250 ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	daily	30 g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
Bread	daily	6 slices	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread
Margarine	daily	30 g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Spread	daily	40 g	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread
Coffee	daily	3 g	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea
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									* Supper is served at lunch time on weekends
									* Sandwiches are provided for supper over weekends
Specifications			Supper	Supper	Supper	Supper	Supper	Lunch	Lunch
Description									
Protein	daily	160 g	Spaghetti Bolognaise	Green Bean Stew	Bobotie	Fried Hake Fillets	Chicken A la King	Hawaiian Pizza with Bacon	Chicken Schnitzel served with Cheese Sauce
Starch	daily	280 g	(Pasta)	Rice	Yellow Rice	Chips	Rice	(Pizza Base)	Potato Wedges
Vegetable / Salad	daily	2 x 80 g	Gem Squash	Beetroot Salad	Sweet Potato	Vegetables Au Gratin	Waldorf Salad	Salad Selection	Butternut
			Stir Fry Vegetables	(Green Beans)	Peas		Roasted Vegetables		Broccoli & Corn Bake
Cooldrink / Coffee/Tea	daily	250 ml	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink
									Ginger Pudding & Custard

Table 4.2 - Winter Menu and food specification (Week 3)

[illegible]

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Table 4.2 - Winter Menu and food specification (Week 5)

Winter Menu									
Week:	5								
			Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Specifications			Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
Description									
Cereal	daily	50 g	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal	Cereal
Yoghurt and Fruit	daily	100 g/l	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit	Yoghurt	Fresh Fruit
Milk	daily	250 ml	Milk	Milk	Milk	Milk	Milk	Milk	Milk
Sugar	daily	30 g	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar	Sugar
Bread	daily	6 slices	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread	Selection of Bread
Margarine	daily	30 g	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
Spread	daily	40 g	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread	Variety of Spread
Coffee	daily	3 g	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea	Coffee / Tea
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									* Supper is served at lunch time on weekends
									* Sandwiches are provided for supper over weekends
Specifications			Supper	Supper	Supper	Supper	Supper	Lunch	Lunch
Description									
Protein	daily	160 g	Beef Lasagne	Coronation Chicken	Pork Bangers & Gravy	Beef Stew	Fried Fish	Chicken Strips with Herb Mayo	Homemade Pepper Steak Pie with Jus
Starch	daily	280 g	(Pasta)	Rice	Mashed Potatoes	Rice	Chips	Tortilla's	Roast Potato, Yellow Rice
Vegetable / Salad	daily	2 x 80 g	Buttered Corn	Steamed Broccoli	Baby Carrots	Cabbage Bake with Crispy Bacon	Gem Squash	Salad Selection	Creamed Spinach
			Coleslaw	Summer salad	Minted Peas	Beetroot Salad	Julienne Carrots		Pumpkin with Ginger
Cooldrink / Coffee/Tea	daily	250 ml	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink	Coffee/Tea/Cooldrink
									Chocolate Pudding & Custard

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Para	Section 4 - Special Conditions	Details of offer
4.1.	APPLICABLE DOCUMENTS In addition to the specification and annexures which form part of this bid, prospective bidders are responsible for furnishing the following compulsory bid and evaluation documents in their bid offer where the requirement is stated. Bidders shall check the number of the pages and ensure that none are missing or duplicated, as no liability will be accepted for challenges arising as a result.	
4.1.1	Compulsory bid documents	
4.1.1.1	WCBD1 - Invitation to Bid.	
4.1.1.2	WCBD3.2 - Pricing schedules	
4.1.1.3	WCBD4 - Declaration of Interest	
4.1.1.4	WCBD6.1(b) - Preference claim form	
4.1.1.5	Tax Clearance Certificate - Proof of current valid certificate	
4.1.1.6	BBBEE Certificate - Proof of current valid certificate	
4.1.1.7	Annexure B - Company profile	
4.1.1.8	Annexure C – Guarantee (to be provided by successful bidder within 14 days of award)	
4.1.2	Compulsory evaluation documents These documents shall be either originals or certified copies of originals, and shall not be older than three months, confirming that a bidder is:	
4.1.2.1	Registered for Value Added Tax (VAT) - VAT registration number	
4.1.2.2	Registered for Public Liability Insurance - Proof of current public liability insurance - Amount insured	
4.1.2.3	SABS/SANS 10049:2019/ISO compliant - Proof that all food delivered to WCCN-G complies with the specified quality standard and adhere to SABS specifications for food handling and preparation.	
4.1.2.4.	Compliant with the Health Act, 2003 (Act no 61 of 2003), Regulation 638, 'Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters', 2018 - A certified copy of the valid Certificate of Acceptability ('CoA') for Food Premises (Gesiktheidsertifikaat vir 'n Voedselperseel) issued by an Environmental Health Practitioner for the off-site kitchen. Vehicles used to deliver meals and rations (see Transport & Delivery, para 4.14) and the cooked meals must appear on this CoA . Failure to comply will invalidate a bidder's offer.	
4.1.2.5	A FEDHASA or similar Hospitality Association member - A copy of your current, valid membership certificate	
4.1.2.6	Experienced in providing goods in the Public Health Sector - Proof of a least 5 years' experience in food services management in a hospitality/training college environment (quotation/contract numbers) - Reference letters and contact details of 3 clients , attesting to the bidder's ability to provide a professional, punctual, reliable and cost-effective service, a sound accounting process and suitable contingency plans in emergencies.	
4.1.2.7	Able to provide a standard menu - A proposed standard 5-week cycle menu with winter and summer menus for normal diets based on the provincial menu, including all portion sizes. Failure to comply will invalidate a bidder's offer.	

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Para	Section 4 - Special Conditions	Details of offer
4.1.	APPLICABLE DOCUMENTS	
4.1.3	Acts that are applicable to this bid and should be read in conjunction with the specification include, but are not limited to:	
4.1.3.1	The Constitution of the Republic of South Africa (Act 108 of 1996)	
4.1.3.2	The Employment Equity Act (Act 55 of 1998)	
4.1.3.3	The Labour Relations Act (Act 66 of 1995)	
4.1.3.4	The Basic Conditions of Employment Act (Act 75 of 1997)	
4.1.3.5	Occupational Health and Safety Act (Act no 95 of 1993) and regulations	
4.1.3.6	Occupational Injuries and Diseases Act (Act 130 of 1993),	
4.1.3.7	The Health Act, 2003 (Act 61 of 2003). Regulation 638 relates to the hygienic handling of food and the inspection of food premises published under this Act, which is also enforced by local authorities (EHPs at municipalities) in their areas of jurisdiction.	
4.1.3.8	The Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972). This Acts addresses the manufacture, sale and importation of food. Authorised local authorities (EHPs at municipalities) enforce it in their areas of jurisdiction. Food import control is conducted by Port Health Services (EHPs of Western Cape Government Health and Wellness). Regulation 908/1977 relates to the marking and labelling of foodstuff with the required information in legible print.	
4.1.3.9	The Meat Safety Act, 2000 (Act no 40 of 2000) and related regulations. Products shall comply with the specifications for the various grades of meat in this Act and The Food, Cosmetics and Disinfectant Act, 1972 (Act no 54 of 1972).	
4.1.3.10	Standard Code of Practice - Food Hygiene Management, SABS 049 , Government Notice No. R. 1748 of 26 June 1992 , Government Notice No. R. 2120 of 20 September 1985 and Government Notice No. R. 2178 of 23 November 1990 .	
4.1.3.11	SANS 10049:2019 , edition 5 - Food safety management, and	
4.1.3.12	Government Notice R. 2078 of 25 July 1969 , and any amendments regarding grading, packing and marking of poultry promulgated subsequently.	

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Para	Section 4 - Special Conditions	Details of offer
4.2.	BRIEFING SESSION	
4.2.1	All prospective bidders must attend a compulsory information session and site inspection. Failure to attend will invalidate a bidder’s offer. A 10-minute allowance from the starting time will be made after which the doors of the meeting venue will be locked and late bidders will be excluded.	
4.2.2	Bidders must sign an attendance register , attached for information as Annexure A , at the entrance gates , at the information session and at the compulsory site inspection (walk-about). The register will be provided at the relevant venues on the meeting day and will be forwarded to the Directorate Supply Chain Sourcing , WCGHW by the institution after the meeting as proof that the bidder attended the information session and site inspection.	
4.2.3	<p>Date and time: Thursday, 31 August 2023 @ 10:00</p> <p>Venue: Board room Western Cape College of Nursing Southern Cape Campus 1 Herrie Street Dormehlsdrift GEORGE</p> <p>Contact person: Ms Rosemary Byrnes Tel no: (044) 813 1841 E-mail: rosemary.byrnes@westerncape.gov.za</p>	

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Para	Section 4 - Special Conditions	Details of offer
4.3.	PRICING	
4.3.1	The bidder undertakes to provide the services specified to WCCN-G in accordance with the bid prices it has provided according to the requirements in the WCBD1 and WCBD3.2 forms.	
4.3.2	Bid prices must be firm 3-tier prices , where any annual escalations that may be reasonably expected (e.g. labour, food & transport cost, inflation) have been incorporated into the prices for each year of the contract. <u>No additional requests for increases will be considered, therefore, during the contract term.</u>	
4.3.3	As new lease agreements for student residences on other premises than the current sites may be concluded during the term of this contract, future residence locations are uncertain . As such, the service-provider should factor in an added kilometre rate for delivery between the offsite kitchen and the residences. The rate must be indicated on WCBD3.2 pricing schedule 2.3 under overhead costs .	
4.3.4	Under no circumstances, either before or after the award of the bid, shall the WCGHW negotiate with any party regarding alternative methods of calculating the cost of the service.	
4.4.	BID EVALUATION	
4.4.1	The specification and conditions here and elsewhere in this bid, any documents where bidders were required to respond, and compliance with inherent requirements, such as CSD and WCDSD registration, will all be considered part of the evaluation of received bids.	
4.4.2	The following factors will be considered during evaluation of this bid:	
4.4.2.1	At least 5 years' experience and knowledge of catering in the public sector environment (training colleges) and/or hospitality industry. Only recognised, reputable catering service-providers with proof of experience in the provision of catering services at training colleges with a 150-student capacity similar to WCCN-G will be considered.	
4.4.2.2	The provision of references for similar food services undertaken. Bidders must provide detailed information of their experience in the catering trade, acceptable proof of the ability to supply high quality meals and a list of present catering contracts with their bid documents.	
4.4.2.3	A detailed, documented system analysis for a functional organisational structure as a basis for managing this contract. Please see Annexure C. Bidders must clearly indicate envisaged organisational principles, procedures and functions for the effective management and operation of the institution in the analysis submitted with their bid documents.	
4.4.2.4	Neither offers deviating from the specified requirements, nor alternative, qualified, conditional or incomplete offers will be considered . WCGHW will not be obliged to enter into correspondence with bidders about this condition.	

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

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Para	Section 4 - Special Conditions	Details of offer
4.7	ACCOUNTING	
4.7.1	The service-provider shall provide food on an all-risk basis and WCCN-G will only pay for <u>actual</u> meals and beverages issued to students. The amount claimed from WCCN-G for meals provided shall not exceed the amount in the pricing schedules , forms WCBD3.2 subject to the provisions under Pricing. This will enable WCCN-G's Contract Manager to monitor and keep account of <u>all meals, snacks and beverages actually provided</u> on each occasion to student residences in terms of the contract.	
4.7.2	The service-provider must adhere to generally acceptable accounting practices and will maintain all accounting records for the provisioning of the catering service. The accounting period shall be from the first day to the last day of each month. Accounts received by WCCN-G for the meal delivery service must be remitted within 30 days of receipt of an accurate, certified account . WCCN-G does not accept responsibility for delays in payment due to the submission of inaccurate accounts.	
4.7.3	The service-provider must furnish WCCN-G with a document to verify student meals served per month. Monthly payment claims for meals must be submitted to WCCN-G's Contract Manager on the service-provider's official invoices by the 2nd weekday of the next month , and must be supported by the schedules reflecting the total number of meals served and the cost of the meals.	
4.7.4	The actual number of meals provided to students and any costs reflected in the accounting schedules, Annexure E , must be certified as correct by WCCN-G's Contract Manager or an appointed and authorized representative, to enable WCCN-G to monitor and keep account of all meals consumed.	
4.7.5	At any reasonable time, WCCN-G, in the capacity of its Contract Manager or other duly authorized person, shall be entitled to inspect all the records and documents of the service-provider relating to the provision of the meal delivery service (e.g. purchase orders, accounts, invoices etc.).	

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Para	Section 4 - Special Conditions	Details of offer
4.8	PUBLIC LIABILITY AND INSURANCE INDEMNITY	
4.8.1	The service-provider shall indemnify WCCN-G and hold it harmless against:	
4.8.1.1	any damage to WCCN-G's movable or immovable property , any loss resulting directly or indirectly from damage to such property, any act or omission on the part of the service-provider or its staff, or any damage arising from the use of WCCN-G's property and premises by the contractor,	
4.8.1.2	legal liability for any claims that may be made against WCCN-G arising from damage to movable or immovable property of any third parties, including any damage resulting directly or indirectly from any act or omission on the part of the service-provider or its staff, or any damage arising from the use of WCCN-G's property and premises by the service-provider,	
4.8.1.3	legal liability claims in the event of the death, injury or illness of any person, including employees of WCCN-G or their dependents, or any associated loss resulting or arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use of WCCN-G's property and premises by the service-provider, or	
4.8.1.4	any reasonably incurred legal costs , including attorney and client costs, relating to claims or actions against WCCN-G arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use of WCCN-G's property and premises by the service-provider.	
4.8.2	For the proper fulfilment of the indemnity, the service-provider shall submit proof of the insurance cover held and maintained to cover the risks above as well as the amount of such cover, within 14 days of the date of the letter of acceptance.	
4.8.3	If WCCN-G deems this amount insufficient , it reserves the right to request the service-provider to increase the cover at his expense to the value determined by WCCN-G.	
4.8.4	This bid will be accepted on condition that WCCN-G may terminate the agreement in its sole discretion and without prejudice to any other rights it may have, if the service-provider fails to submit proof of the insurance cover required above. The service-provider shall be liable for any damage which WCCN-G may sustain due to the termination of the contract and the appointment of another service-provider.	
4.8.5	If the service-provider fails to pay the premiums required to maintain the insurance cover, an equivalent amount will be deducted from its monthly service account to ensure that cover is maintained.	

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Para	Section 4 - Special Conditions	Details of offer
4.9	SECURITY	
4.9.1	The service-provider must supply a list with the names of the driver(s) and/or staff responsible for delivering and decanting prepared meals, dry ration packs and perishable food items at WCCN-G residences to WCCN-G's Contract Manager for security purposes. Any personnel changes must be reported in writing to the Contract Manager, who will inform WCCN-G security section in turn. Unidentified staff and staff whose names do not appear in the security section's records will not be allowed access to WCCN-G residences.	
4.9.2	The service-provider shall ensure that his staff complies with the security regulations applicable to WCCN-G. The service-provider's staff shall wear official name/identification badges at all times. Staff may be subjected to random searches .	
4.9.3	WCCN-G reserves the right to notify the service-provider in writing about any food service staff -member it views as a threat to the security , health or safety of WCCN-G students and/or staff, without prejudice to the service-provider's right to screen personnel prior to employment. The service-provider may not continue to use these staff-member(s) in the execution of the contract and must terminate employment of such staff-member(s) at WCCN-G within one month of receipt of WCCN-G's written notification .	
4.9.4	No information concerning WCGHW, WCCN-G or any of its activities may be disclosed to the public or the media by the service-provider's staff.	
4.10	FIRE AND SAFETY PRECAUTIONS	
4.10.1	The service-provider shall ensure compliance with the provisions of the Occupational Health and Safety Act, No. 95 of 1993 , and regulations.	
4.10.2	The service-provider shall report any hazardous situation in writing to WCCN-G. Similarly, WCCN-G will report any hazardous situations that require the service-provider's attention, to the service-provider in writing through the Health and Safety Committee structures . WCCN-G management will review the situation and determine a course of action.	
4.10.3	Fire extinguishing equipment in the service-provider's designated operational area will be maintained by WCCN-G , who will ensure that it is in good working order.	
4.10.4	The service-provider must ensure that all fridges used in the execution of the contract, and for which he is responsible, are in good working order , will not trip the earth leakage system of WCCN-G or pose a fire hazard to any person, property or premises.	
4.10.5	Any power disruptions caused by the service-provider's faulty fridges can have severe and adverse effects on the operation of WCCN-G residences. The service-provider will be liable for any claims and damages incurred in this way.	

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Para	Section 4 - Special Conditions	Details of offer
4.11	INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE	
4.11.1	The service-provider shall be liable for the provision of the meal delivery service irrespective of the effect of industrial action and/or unrest on management staff and other food service staff it employs.	
4.11.2	During industrial action and/or unrest the service-provider's staff will be present on WCCN-G premises at their own risk . WCCN-G shall not be liable for any damage to property or equipment of the service-provider or his staff, or injury to or death of the service-provider's staff. The service-provider shall indemnify WCCN-G against such damages or claims and legal costs including attorney and client costs.	
4.11.3	Should the service-provider's staff embark on a strike/industrial action they will not be allowed onto WCCN-G premises.	
4.11.4	If the premises used by the service-provider to provide the meal delivery service should become either partially or completely inaccessible due to force majeure (Act of God, e.g. floods, wind-storms) or fire damage , WCCN-G and the service-provider shall agree mutually on methods to continue the service as best as possible.	
4.12	DISTURBANCES	
4.12.1	The service-provider shall not facilitate access to, or allow any activity, person or vehicle on the premises of WCCN-G that could pose a disturbance, inconvenience, public nuisance or danger to students, staff or property. Noise levels must be limited as far as practically possible.	
4.13	RESTRICTIONS	
4.13.1	WCCN-G reserves the right, within reason, to implement such regulatory measures as it may deem necessary to maintain hygiene standards safety and order on the premises. If the service-provider fails to comply with these measures despite written notification by WCCN-G, its non-compliance may be considered breach of contract .	

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 18 SEP 2023 1) 2) SIGNED SIGNED	
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WCGHSC0112/1/2023 FOR THE PROVISION OF STUDENT MEALS AT RESIDENCES OF THE WESTERN CAPE COLLEGE OF NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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

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

Para	Section 5 - Special Conditions	Details of offer
4.14	TRANSPORT & DELIVERY	
4.14.1	The service-provider shall provide all suitable and approved transport necessary for the proper execution of its meal delivery functions, and shall be fully liable for conveying meal and food ingredients to WCCN-G.	
4.14.2	The vehicle(s) transporting meals/dry goods/perishables for delivery shall be a closed, insulated, refrigerated delivery truck of which the inner temperature shall not exceed 7°C. It must be clean, sanitized and should not be used for any other purpose, nor should foodstuff be transported along with other goods that may contaminate them.	
4.14.3	Bidders must provide a detailed list and photographs of the type (e.g. refrigerated), size and capacity of all registered delivery vehicles that will be used to transport prepared main meals, dry ration packs and perishable foods to student residences. These delivery vehicles and the cooked meals must appear on Certificate of Acceptability for the service-provider's off-site kitchen (see para 4.1.2.4 under Compulsory Evaluation Documents). Failure to comply will invalidate a bidder's offer. Vehicles may be subjected to random inspections at WCCN-G's discretion.	
4.15	WASTE DISPOSAL	
4.15.1	The service-provider shall be responsible for the removal and disposal of any waste material resulting from the delivery and decanting of prepared main meals, dry ration packs and perishable foods to WCCN-G residences from the premises of the residences.	
4.16	PROMOTIONAL AND ADVERTISING MATERIAL	
4.16.1	The service-provider may not display any promotional sign, poster, name-plate, article or object with its name or logo in WCCN-G or on WCCN-G premises, without the written approval of WCCN-G's Head of Campus or her representative. WCCN-G reserves the right to remove any such undesirable item at the service-provider's cost.	
4.17	TRANSFER AND CESSION	
4.17.1	The service-provider must be the sole provider of the catering service. The use of sub-contractors will not be allowed without the prior written permission of WCGHW. If sub-contracting is unavoidable, the relevant paragraphs of preference claim form WBCD6.1(b) will apply.	
4.17.2	The service-provider will not cede, transfer, sell or alienate the contract or a part of it in any way to any other person or company without obtaining prior written permission from the WCGHW, and on condition that the cessionary complies with all requirements of this contract.	

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Para	Section 4 - Special Conditions	Details of offer
4.18	BREACH AND TERMINATION	
4.18.1	Should either party commit a breach of this contract's provisions and fail to remedy that breach within 14 days after receipt of a written notice, the non-defaulting party, without prejudice to any other right it may have as a result of the breach, shall be entitled to cancel the contract with the other party upon written notice to the address in the contract. The parties agree that the provision of paragraph 23 of the GCC will apply in that event, if it is not conflict with the contract.	
4.18.2	The service-provider's right to use any part of the premises shall cease on termination of the contract.	
4.19.3	WCCN-G shall be entitled to determine the value of any missing items in collaboration with the contractor, and to deduct the amount of the value or reduced value of such items from any amount due to the contractor.	
4.18.4	If WCCN-G should be closed permanently for any reason, WCCN-G shall give the service-provider 3 months prior written notice of the intended closing, and shall reserve the right to terminate this agreement with the service-provider at the time of closing.	
4.18.5.1	The service-provider agrees that the termination of its contract (either when the 3-year term or any extensions have expired) and the commencement of a new service does not constitute a transfer or cession of the service – <ul style="list-style-type: none"> - either in the legal sense, or - as contemplated in paragraph 16.16 of the Accounting Officer's System for Procurement, Supply Chain and Asset Management issued by the Accounting Officer in terms of section 44(1) and 44(2) of the PFMA, 1999 under Supply Chain Management Instruction 1/2016 dated 24 March 2016 and effective from 1 April 2016, and subsequent amendments. 	
4.18.5.2	As such, Article 197 of the Labour Relations Act (Act 66 of 1995) and subsequent amendments of the Act cannot be invoked to compel the incoming service-provider to transfer and permanently appoint any or all of the outgoing service-provider's staff on its establishment.	
4.18.5.3	If members of the outgoing service-provider's staff wish to remain in service due to logistical considerations (e.g. living in the area), the incoming service-provider may offer employment contracts to such staff, subject to conditions that are similar or better than those of the outgoing contractor, without interference or obstruction from the outgoing contractor.	
4.18.6	The service-provider agrees that the premises may be viewed by prospective bidders accompanied by WCCN-G's Contract Manager at any reasonable time during the last 3 months of the duration of the contract.	

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Para	Section 4 - Special Conditions	Details of offer
4.19	DISPUTE RESOLUTION	
4.19.1	Mediation	
4.19.1.1	Any dispute arising from or relating to this contract may be referred to a mediator without legal representation by the parties.	
4.19.1.2	The dispute shall be heard by a mediator selected by agreement between the parties, at a place and time he/she has determined in consultation with the parties.	
4.19.1.3	If the parties cannot agree on a particular mediator within 5 calendar days after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope shall nominate a mediator within 10 calendar days after the parties' failure to agree.	
4.19.1.4	The mediator at his/her sole discretion shall determine whether the referral shall be made by written or verbal representations, on condition that he/she shall consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.	
4.19.1.5	The parties shall have 14 calendar days to finalise their representations. Within 14 calendar days of receiving the representations, the mediator shall provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.	
4.19.1.6	The mediator's opinion shall be final and binding on the parties unless a party is unwilling to accept it. Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration. The mediator's opinion shall not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.	
4.19.1.7	The mediator shall determine the cost and liability for the cost of mediation, which shall be due and payable to the mediator on presentation of his/her written account.	
4.19.2	Arbitration	
4.19.2.1	Any dispute arising from or relating to this contract may be referred to arbitration.	
4.19.2.2	According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration shall be held in Cape Town with the intention that it be concluded within 14 calendar days where possible.	
4.19.2.3	Unless otherwise stated here, if the disputed matter is - <ul style="list-style-type: none"> - primarily a legal matter, the arbitrator shall be a practising senior advocate of the Cape Bar; - any other matter, the arbitrator shall be an independent, suitably qualified person mutually agreed upon by the disputing parties. 	

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

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 18 SEP 2023 1) 2) SIGNED SIGNED	
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PRICING SCHEDULE (SERVICES)

WCGHSC0112/1/2023 FOR THE PROVISION OF STUDENT MEALS AT RESIDENCES OF THE WESTERN CAPE COLLEGE OF NURSING SOUTHERN CAPE CAMPUS, GEORGE UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER:

BID NUMBER **WCGHSC0112/1/2023**CLOSING TIME : **11:00 ON MONDAY, 18 SEPTEMBER 2023**
OF BIDOFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE

ITEM	QUANTITY	DESCRIPTION OF PRODUCT		BID PRICE IN RAND INCL VAT		
1	3 yrs	WCCN GEORGE, STUDENT RESIDENCES: meal delivery service , broken down by dividing the value of ration packs issued weekly and monthly to reflect a cost per day for breakfast and lunch , and providing the value of the main meal delivered daily. In accordance with the following menu plans:		Cost per student per day		
1.1	Student no	BREAKFAST, served	Frequency	1st year	2nd year	3rd year
Yr 1	150	Cereal with milk and sugar	daily	R.....	R.....	R.....
Yr 2	150	Bread	daily	R.....	R.....	R.....
Yr 3	150	Margarine	daily	R.....	R.....	R.....
Tot yr 1-3	450	Spread	daily	R.....	R.....	R.....
Average	150	Tea/coffee	daily	R.....	R.....	R.....
		Milk	daily	R.....	R.....	R.....
		Sugar	daily	R.....	R.....	R.....
		SUB-TOTAL		R.....	R.....	R.....
1.2		LUNCH, packed by students in own containers	Frequency	1st year	2nd year	3rd year
Yr 1	150	Yoghurt OR fruit	daily	R.....	R.....	R.....
Yr 2	150	Bread	daily	R.....	R.....	R.....
Yr 3	150	Margarine	daily	R.....	R.....	R.....
Tot yr 1-3	450	Protein sandwich filling	daily	R.....	R.....	R.....
Average	150	SUB-TOTAL		R.....	R.....	R.....
1.3		SUPPER, served	Frequency	1st year	2nd year	3rd year
Yr 1	150	Protein dish	daily	R.....	R.....	R.....
Yr 2	150	Starch	daily	R.....	R.....	R.....
Yr 3	150	Vegetables/salad	daily	R.....	R.....	R.....
Tot yr 1-3	450	Tea/coffee, OR	daily	R.....	R.....	R.....
Average	150	Cold drink	daily	R.....	R.....	R.....
		SUB-TOTAL		R.....	R.....	R.....
		Food cost per student per day for items 1.1 to 1.3, excluding overheads, staff and miscellaneous costs, all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit and delivery, but including VAT.		R.....	R.....	R.....
		Note to bidders:				
		Food cost for items 1.1-1.3 for 3 years must be provided under item 2.1 .				
		This bid will be recommended on the basis of the total cost of service under item 2.5 .				
				<div><div>WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS</div><div>GOODS & SERVICES SOURCING</div><div>BID OPENED @ 11:00</div><div>18 SEP 2023</div><div>1) 2)</div><div>SIGNED SIGNED</div></div>		

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

- A. Does the offer comply with the specification? Please circle your option. **YES/NO**
- B. If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is insufficient.)
.....
.....
- C. Period required for delivery. **Please note that delivery cost to the prescribed destination must be included in the total bid cost.**
.....
- D. **Please note that the total bid cost under item 2.5 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies).**
- E. **A bidder's conditions will not supersede those in the bid document.**

PRICING SCHEDULE (SERVICES)

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OF BIDOFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT
2.	3 yrs	TOTAL COST OF MEAL DELIVERY SERVICE AT WCCN-G STUDENT RESIDENCES: Breakdown of cost contributors. The sum of costs under item 2.1, 2.2, 2.3 and 2.4 must amount to the total cost of this service under item 2.5.	TOTAL COST OF SERVICE
2.1	Student no	FOOD COST: Indicate the food cost per menu, excluding overheads, staff and miscellaneous costs , all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies), profit, delivery, but including VAT , based on estimated student numbers per menu for 3 years.	FOOD COST
Yr 1	150	Menu	1st year
Yr 2	150	Breakfast	2nd year
Yr 3	150	Lunch box	3rd year
Tot yr 1-3	450	Supper	R..... R..... R.....
Average	150	SUB-TOTAL	R..... R..... R.....
6.2	No of staff	SALARIES AND WAGES: If applicable , indicate the occupational classes, numbers of staff, salaries and wages paid to staff-members in the contractor's employ <u>responsible for preparing and packaging dry ration packs, perishable food items and main meals and delivering food to residences</u> , including applicable taxes (PAYE, income tax, UIF contributions and skills development levies) and VAT , based on staff numbers provided per rank, including relief and rotation staff, for 3 years.	<div style="border: 1px solid black; padding: 5px; margin: 5px;"> WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 18 SEP 2023 1) 2) SIGNED SIGNED </div> SALARIES AND WAGES
		Occupational class (bidder to insert)	1st year
		Cost/person/day	2nd year
		R.....	3rd year
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		SUB-TOTAL	R..... R..... R.....
6.3		OVERHEADS AND OTHER COSTS: List the non-food related portion of the contract price, which comprises overheads (e.g. disposable containers, packaging material, staff vaccinations, transport, delivery, etc.) for 3 years. Please list on separate page in this format if space here is insufficient.	OVERHEADS AND OTHER COSTS
		Item description	1st year
		Cost/day	2nd year
		Delivery rate/km: offsite kitchen-residences	3rd year
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		R.....	R..... R..... R.....
		SUB-TOTAL	R..... R..... R.....
6.4		COMBINED COST OF SERVICE PER ANNUM (2.1 + 2.2 + 2.3)	A
6.5		TOTAL ALL-INCLUSIVE COST OF SERVICE FOR 3 YEARS (A + B + C)	B
			C
			R..... R..... R.....

WESTERN CAPE GOVERNMENT

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

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

2. All prospective bidders intending to do business with the Western Cape Government via the electronic Procurement Solution (ePS) must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WSCSEB).

3. **Definitions**

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

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

"Business interest" means -

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

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

"Corruption" - General offences of corruption are defined in the Combating of Corrupt Activities Act (Act 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts, agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives, agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, to act personally or by influencing another person to act in a manner that

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

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

- (i) amounts to the illegal, dishonest, unauthorized, incomplete or biased, or misuse or selling of information or material acquired while exercising, carrying out, or performing any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to the abuse of a position of authority; a breach of trust; or the violation of a legal duty or a set of rules;
 - (iii) is designed to achieve an unjustified result; or
 - (iv) amounts to any other unauthorised or improper inducement to do or not to do anything,
- is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“Employee”, in relation to -

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

“Entity” means any -

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

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

“Family member” means a person's -

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

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

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

“Western Cape Government” (“WCG”) means -

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

“RWOPS”/“RWOEE” means Remunerative Work Outside the Public Service or Remunerative Work Outside the Employee's Employment.

“Spouse” means a person's -

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

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4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution;
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of possible conflict of interest, should the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.
6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se*, meaning that it cannot be justified on any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to -
 - (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system; or
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious -
 - (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 39 of the Competition Act No 89 of 1998; and/or
 - (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
 - (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

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SECTION A: DETAILS OF THE ENTITY

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

TABLE A

[illegible]

**WESTERN CAPE GOVERNMENT HEALTH AND
WELLNESS**
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
18 SEP 2023

1) 2)

SIGNED SIGNED

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

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

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

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

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

Complete the table below to the maximum of the last 5 contracts.

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

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? (To access this Register enter National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)	NO	YES	
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	N/A	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 3 years in a court of law (including a court outside the Republic of South Africa)?	NO	YES	
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES	

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

SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____ hereby swear/affirm;

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

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

ANSWER: _____

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

ANSWER: _____

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

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

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

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SIGNATURE

Commissioner of Oaths

FULL NAMES

Designation (rank) _____ ex officio: Republic of South Africa

Date: _____

Place _____

Business Address: _____

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

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

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

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

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

1. DEFINITIONS

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

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1)	2)
SIGNED	SIGNED

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

2. GENERAL CONDITIONS

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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



THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$\text{Where } \begin{matrix} \text{80/20} & & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{matrix}$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

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

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\max} = Price of highest acceptable bid

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

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

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

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

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level: = *(maximum of 20 points in terms of 80/20)*

8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor? Level
- (iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

- 10.4 Type of company/firm (Select applicable option)
- | | |
|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Partnership/Joint venture consortium |
| <input type="checkbox"/> | One-person business/sole propriety |
| <input type="checkbox"/> | Close corporation |
| <input type="checkbox"/> | Public company |
| <input type="checkbox"/> | Personal liability company |
| <input type="checkbox"/> | (Pty) Ltd |
| <input type="checkbox"/> | Non-profit company |
| <input type="checkbox"/> | State-owned company |

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10.5 I/we, the undersigned, who am/are are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

GOODS & SERVICES SOURCING

BID OPENED @ 11:00

18 SEP 2023

1) 2)
SIGNED SIGNED

1. I, the undersigned

Full name and surname

Identity number

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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29. Governing language
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

General Conditions of Contract

1. Definitions (continued)

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

2. Application

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

General Conditions of Contract

- 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 paragraph 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC paragraph 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. 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.

General Conditions of Contract

8. Inspections, tests and analyses

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

9. Packing

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

General Conditions of Contract

- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

General Conditions of Contract

15. Warranty

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

16. Payment

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

17. Prices

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

General Conditions of Contract

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Paragraph 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Paragraph 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Paragraph 23.

General Conditions of Contract

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Paragraph 21.2;
 - b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a 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.

General Conditions of Contract

- 23. Termination for default (continued)**
- 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 a 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 of not less than five years and not more than ten 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 subsidised 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 service-provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service-provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force majeure**
- 25.1 Notwithstanding the provisions of GCC Paragraphs 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising 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.

General Conditions of Contract

27. Settlement of disputes (continued)	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 Paragraph 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
	29.1	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.
29. Governing language		
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

General Conditions of Contract

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a Contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

EXAMPLE OF COMPULSORY SITE VISIT ATTENDANCE REGISTER

We, the undersigned, hereby declare that we attended the compulsory site visit inspection and information session for bid no **WCGHSC0112/1/2023**, provision of student meals at residences of the Western Cape College of Nursing Southern Cape Campus, George on **Thursday, 31 August 2023 at 10:00**.

Arrival time:	Name of company	Address and contact details	Name and position of representative	Signature of representative
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	_____ _____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : () _____ Fax no : () _____ E-mail : _____	_____ _____	<div style="border: 1px solid black; padding: 5px;"> <p>WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>18 SEP 2023</p> <p>1) 2)</p> <p>SIGNED SIGNED</p> </div>

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

BIDDER'S PROFILE

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

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

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

QUALIFICATIONS AND EXPERIENCE

1. Please provide the name of the person who will be responsible for the execution and control of the contract at WCCN on behalf of your company, if your bid is successful. This person's title

2. Please provide the name of the person who will act as the **Catering Manager** at the **Western Cape College of Nursing Southern Cape Campus, George** on behalf of your company, if your bid is successful.

3. Please attach as **Annexure B1** both curriculums vitae to this document, which must contain ID numbers, work and private addresses and contact details, including at least two contact numbers and an e-mail address each. The CVs must make specific mention of the qualifications and experience of the designated staff-members in the field of catering services, particularly in WCCN environment.

ORGANISATIONAL STRUCTURE

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

DETAILS OF BIDDER'S NEAREST OFFICE

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

**WESTERN CAPE GOVERNMENT HEALTH AND
WELLNESS**
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

18 SEP 2023

1) 2)
SIGNED SIGNED

UNDERTAKING

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

Signed on behalf of the bidder _____

Date: _____

GUARANTEE (SURETYSHIP)

WHEREAS Western Cape Government Health and Wellness, hereafter called "WCGHW" has entered into an agreement with the service-provider, hereafter called "the Contractor", (name) _____ with its office at (address) _____ for the **provision of student meals at residences of the Western Cape College of Nursing Southern Cape Campus, George at locations to be confirmed**, for three years, which agreement forms part in all respects of this guarantee, as if incorporated herein,

AND the Service-provider is obliged to furnish WCGHW with a guarantee to the amount of R_____ in terms of its agreement for the due fulfilment by the Service-provider of its obligations under the agreement,

AND Bank/insurance company (name) _____ with its office at (address) _____

hereafter called "the Guarantor" is prepared to furnish the aforesaid guarantee,

NOW, THEREFORE, the Guarantor hereby binds itself as surety and co-principal debtor *in solidum* for the due fulfilment by the Service-provider of all obligations under the agreement. Should the Service-provider fail to carry out any of these obligations, the Guarantor undertakes to pay on demand to WCGHW at (place/date) _____ the agreed amount of R_____.

A certificate issued by the accountant of WCGHW, stating that the Service-provider has failed to comply with the conditions of the agreement, and the amount of damage suffered by WCGHW, shall be *prima facie* proof of such failure and of the amount due and payable to WCGHW.

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

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

Signed at _____ on _____ 2023.

Signed on behalf of the Guarantor

As witnesses

1. _____

2. _____

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

GOODS & SERVICES SOURCING

BID OPENED @ 11:00

18 SEP 2023

1) 2)
SIGNED SIGNED

ACCOUNTING SCHEDULES

The following three schedules are the basis of an accounting system that enables the service-provider to claim for services provided to WCCN-G, and for WCCN-G to pay the service-provider for those services.

ANNEXURE E1: DAILY PROVISIONS ISSUED STATEMENT

The daily statement must be completed by the service-provider to indicate the number of meals actually served to students per mealtime per day. On completion, it must be certified as correct by WCCN-G's authorized representative.

ANNEXURE E2: BROADSHEET

The broadsheet is a summary of the number of meals actually served per mealtime per month. The broadsheet, with supporting daily statements attached, must be checked and certified as correct by WCCN-G's authorized representative and must be attached to the monthly invoice for payment.

ANNEXURE E3: MONTHLY INVOICE

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

**WESTERN CAPE GOVERNMENT HEALTH AND
WELLNESS**
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

18 SEP 2023

1) 2)
SIGNED SIGNED

EXAMPLE OF DAILY PROVISIONS ISSUED STATEMENT

WESTERN CAPE COLLEGE OF NURSING MONTH: _____

SOUTHERN CAPE CAMPUS, GEORGE

Day	Breakfast	Lunch Box	Supper	Initial	
				Contractor	WCCN-G
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
Meals issued					
Cost/item					
Total cost					
Designation: _____					
Date: _____					

WESTERN CAPE GOVERNMENT HEALTH AND
WELLNESS
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
18 SEP 2023
1) 2)
SIGNED SIGNED

EXAMPLE OF BROADSHEET

WESTERN CAPE COLLEGE OF NURSING MONTH: _____ SOUTHERN CAPE CAMPUS, GEORGE

	Breakfast	Lunch Box	Supper
Week 1			
Week 2			
Week 3			
Week 4			
Week 5			

THE QUANTITIES ABOVE ARE CERTIFIED AS CORRECT

Signed on behalf of the contractor

Signed on behalf of WCCN Southern Cape, George

Name (print) :

Name (print) :

Designation :

Designation :

Date :

Date :

ANNEXURE E3

EXAMPLE OF MONTHLY INVOICE

WESTERN CAPE COLLEGE OF NURSING MONTH: _____ SOUTHERN CAPE CAMPUS, GEORGE

Diet/meal each		Breakfast	Lunch Box	Supper	Total cost/month
Week 1	Quantity				
	Cost	R.....	R.....	R.....	R.....
Week 2	Quantity				
	Cost	R.....	R.....	R.....	R.....
Week 3	Quantity				
	Cost	R.....	R.....	R.....	R.....
Week 4	Quantity				
	Cost	R.....	R.....	R.....	R.....
Week 5	Quantity				
	Cost	R.....	R.....	R.....	R.....
Total meals & snack/month					

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

GOODS & SERVICES SOURCING

BID OPENED @ 11:00

18 SEP 2023

1) 2)
SIGNED SIGNED