

			REQUIREMENTS OF I					_	
		3-20/21-0052-NM				CLOSING		11:00	
DESCRIPTION		ISION OF CATER LIOD ENDING 31	RING SERVICES FOR COMMARCH 2021	OVID 19 EXTE	ERNAL SITES/	HOSPITAL	. FOR NELS	SON MAN	DELA METRO FOR
BRIEFING N/A									
BID RESPONSE D	OCUN	IENTS MAY BE I	DEPOSITED IN THE BID	BOX SITUAT	TED AT (STRE	ET ADDRI	ESS)		
NELSON MANDE	LA BA	Y HEALTH DISTI	RICT						
WALTON BUILDIN	NG CO	NNINGHAM ROA	AD.						
PORT ELIZABETH	1			1					
BIDDING PROCEI	DURE	ENQUIRIES MAY	BE DIRECTED TO	ENQUIRIE	S MAY BE DIR	ECTED TO):		
CONTACT PERSO	N	MS RUBEN DE	vos	CONTACT	PERSON		MS	SUSAN C	ALITZ
TELEPHONE NUMBER				TEI EDHON	NE NUMBER		041	391 8189	
FAX NUMBER		047 502 4968		FAX NUME				502 4968	
E-MAIL ADDRESS	,		echealth.gov.za	E-MAIL AD					z@echealth.gov.za
L-IVIAIL ADDITESS)	Nubell.devos@	echeann.gov.za	L-IVIAIL AD	DINESS		Susa	aiiia.caiit	<u>zwecneami.gov.za</u>
SUPPLIER INFOR	MATIC	N							
NAME OF BIDDER	₹								
POSTAL ADDRES	S								
STREET ADDRES	S								
TELEPHONE		CODE			NUMBER				
NUMBER CELLPHONE		CODE			INUMBER				
NUMBER									
FAX NUMBER		CODE			NUMBER				
E-MAIL ADDRESS	3								
VAT REGISTRAT	TION								
SUPPLIER		TAX			CENTRAL				
COMPLIANCE		COMPLIANCE		0.0	SUPPLIER				
STATUS		SYSTEM PIN:		OR	DATABASE				
					No:	MAA	ı		
LEVEL VERIFICAT	TUS TION	TICK AP	PLICABLE BOX]	B-BBEE ST AFFIDAVIT	TATUS LEVEL	SWORN	[TI	CK APPLI	CABLE BOX]
CERTIFICATE		Yes	☐ No] Yes	☐ No
			ATION CERTIFICATE		FFIDAVIT (FC	OR EMES	& QSEs)	MUST B	E SUBMITTED IN

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO B	IDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESID	DENT OF THE REPUBLIC OF SOUTH AFR	RICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAV	/E A BRANCH IN THE RSA?		☐ YES ☐ NO
DOES THE ENTITY HAV	/E A PERMANENT ESTABLISHMENT IN T	HE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAV	/E ANY SOURCE OF INCOME IN THE RS.	A?	☐ YES ☐ NO
IS THE ENTITY LIABLE	IN THE RSA FOR ANY FORM OF TAXATI	ON?	☐ YES ☐ NO
	O" TO ALL OF THE ABOVE, THEN IT IS OM THE SOUTH AFRICAN REVENUE SE		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	ARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

PART A INVITATION TO BID

Invitation to Bid (SBD 1)

Part 1 - Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 - Terms of Reference

Part 5 - Bid Forms and related documentation

<u>Schedule A</u> – Government Procurement: General Conditions of Contract

<u>Schedule C</u> – Pricing Schedule SBD 3.1 & 3.2) <u>Schedule D</u> – Declaration of Interest (SBD 4)

Schedule E Declaration of Bidder's Past SCM Practices (SBD 8)

<u>Schedule F</u> – Qualifications and experience

<u>Schedule G</u> – Organisation type

Schedule H – Organisational Structure

Schedule I— Details of Bidder's nearest office

Schedule J— Financial Particulars

<u>Schedule K</u> - Preference Points Claim Forms (SBD 6.1)

Certificate of independent bid determination(SBD 9)

2. **DEFINITIONS**

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the
	Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising
	 The cover page and the table of content and definitions
	 Part 1 which details the Conditions of Bid;
	o Part 2 which details the Conditions of Contract and Operational
	Requirements;
	 Part 3 which details the bid strategy
	 Part 4 which details the Terms of Reference relating to the Technology
	/ Services
	 Part 5 which contains all the requisite bid forms and certificates;
	As read with GCC – General Conditions of Contract
Services	means the services defined on the cover page of this invitation to bid and
	described in detail in the Terms of Reference;
Terms of Reference	means the Terms of Reference contained in Part 4 of this invitation to bid;

PART 1 Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

- 2.1. Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as <u>Part 5</u>) with their bids. Bidders must take careful note of the special conditions.
- 2.2. All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.
- 2.3. It is a requirement that the bidder must attach proof of registration with (CSD) Central Supplier Database. Failure to submit will invalidate your bid.
- 2.4. In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

2.5. Contingency Plan

The successful bidder is required to render an un-interrupted services during the contract period: the plan to detail the action to be taken within 24 hours due to but not limited

Strikes

2.6 Recruitment Strategy

The successful bidder to provide proof within the first three months that all employees are residence in Nelson Mandela Metro.

2.7 Proof of service or delivery

To submit invoice at the end of each month with proof of service rendered which includes:

Invoice

Diet Proof

Number of patients catered for

Payment schedule to staff (separate permanent and temporary staff) with details of allowances given to staff.

- 2.8 Penalty Clauses will be monitored by contract office where the appointed bidder fails to comply as per the scope of work.
- 2.9 The ECDOH reserves the right to award the bid to one or more than one bidder/s. The difference in point score should not exceed 10% between the lowest and highest point scorer.
- 2.10 The will be a reserve bidder appointed in a case of poor or non-delivery
- 2.11 If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer. The organs of state may

- (i) Negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- 2.12 If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.
- 2.13 The department may conduct inloco inspection to verify compliance with **certificate of acceptability** (issued by Nelson Mandela Metro Municipality)

NB

It is a requirement that 100% of management, supervisory and 100% of operational staff must be employed by the service provider and have employment contracts. The successful tenderer will be expected to provide proof to this effect and the statistics thereof must be a standard monthly reporting item. Where temporary staff have been used list of such to be attached. No hourly rates will be accepted if not quoted/mentioned in the tender.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 3.1. The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2. All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.3. All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. BID BRIEFING & SITE INSPECTION

No briefing session

6. PRICING

- 6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 Schedule C which completed form/s must be submitted together with the bid documents. It is a requirement of this bid that the bid price be firm for the first year
- 6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated

their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C. Failure to do so will invalidate your bid.

7. **DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D. Failure to do so will invalidate your bid.

8. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information **including certified copies of certificates** together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers including cellular numbers**). These details should be submitted together with the bid on the form attached as <u>Part 5 – Schedule F</u>. **If no details are included in the bid, it would be accepted that the bidder does not have experience.**

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 - Schedule Part 5 - Schedule Part 5 - Schedule Mailto:G, failure to do so will invalidate your bid.

10. CONSORTIUM/JOINT VENTURE

- 10.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 10.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 10.2.1 It shall be signed so as to be legally binding on all consortium members;
- 10.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Technical Review Committee and/or the ECDoH and receive instructions for and on behalf of any and all the members of the consortium;
- 10.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 10.2.5 Each party to the Consortium must submit a consolidated BBBEE status Level Verification certificate for every separate BID.

11. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as <u>Part 5 – Schedule H</u>

12. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

13. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institution. Official latest audited financial statements signed by the relevant authorized authority to be attached (Accounting firm).

14. PREFERENCE POINTS CLAIM FORMS

<u>Part 5 – Schedule K</u> contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

15. **VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120** (one hundred and twenty) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16. ACCEPTANCE OF BIDS

The Eastern Cape Department of Health (ECDoH) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the Eastern Cape Department of Health (ECDoH) of certain requirements which the State, Eastern Cape Department of Health (ECDoH) considers to be of minor importance and not complied with by the bidder.

17. NO RIGHTS OR CLAIMS

- 17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, Eastern Cape Department of Health (ECDoH). The State, the Eastern Cape Department of Health (ECDoH) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of 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.
- 17.2 Eastern Cape Department of Health (ECDoH), nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

18. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 18.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.
- 18.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

19. ACCURACY OF INFORMATION

- 19.1 The information contained in the invitation to bid has been prepared in good faith. Eastern Cape Department of Health (ECDoH) nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 19.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

20. **COMPETITION**

- 20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.
- 20.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.
- 20.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

21. RESERVATION OF RIGHTS

- 21.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 21.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 21.3 Amend the biding process, including the timetables, closing date and any other date at its sole discretion;
- 21.4 Reject all responses submitted by bidders and to embark on a new bid process.

21.5 Check the bidder involvement in the local economic development of the region (employment of the staff from Nelson Mandela Metro to reflect on the bid).

22. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

22.1 The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as <u>Part 5 – Schedule E</u>.

23. **REQUIREMENTS**

- 23.1 Previous performance of the bidder will be considered in the evaluation of the bid.
- 23.2 Financial standing of the bidder will be considered for risk analysis and bidders are required to submit documentary proof to demonstrate financial stability in the form of:-
- 23.3 Latest Audited financial statements in the case of Companies and in the case of Close Co-operation CC.**OR**
- 23.4 Letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached.
- 23.5 Form Part 5 schedule J must be completed accordingly.
- 23.6 All bidders to familiarize themselves with the General conditions of contract on http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf

24. EVALUATION CRITERIA

The 90/10 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations, shall be used for this contract. Ninety points will be allocated for price, and 10 points for BEE.

24.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Functionality
- Stage 3: Price and B-BBEE Points

The stages are further detailed below

- 24.2 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 90/10- preference points system in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 90 points)
 - B-BBEE status level of contributor (maximum 10 points)

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 10 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
	10
1	
	09
2	
	08
3	
	05
4	
	04
5	
	03
6	
	02
7	
	01
8	
	0
Non-compliant contributor	

- **N.B:** Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.
- 24.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such a bidders will score 0 out of maximum of 10 points for B-BBEE.
- 24.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

- 24.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 24.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the close corporation act, 1984) (act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 24.7 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 24.8 The total points scored will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 24.10 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 24.11 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 24.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 24.13 The bidder to demonstrate how RSA economic development will benefit from this contract e.g. sourcing of sourcing of uniforms/protective clothing

25. Stage 1: Administrative Compliance/ Pre-qualification evaluation

- 25.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDoH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDoH in order to determine whether a bid complies in this regard.
- 25.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDoH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDoH will have the right to either:
- 25.2.1 reject the Bid in question and not to evaluate it at all;
- 25.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDoH may determine, of it being requested by ECDoH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 25.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

26. The following criteria shall apply:

- 26.1 The bid documentation must be completed comprehensively and correctly.
- 26.2 Declaration forms (SBD)1, 4, 8, 9 must be signed.
- 26.3 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 26.4 The bidder must provide suitably qualified and experienced human resource in similar services as specified in the scope of service
- 26.6 Proof of valid Registration with UIF as at advert stage as prescribed by the Department of Labour., or Tender letter from Department of Labour, (Submit proof with the bid document or).
- Valid Certificate of Occupational Injuries and Diseases Act (COIDA) if already registered at advert stage, or Tender letter from Department of Labour.
- 26.8 Financial standing of the company or Financial approval agreement from the approved financial institution or Audited Financial statements will be used to check the readiness of the company to fulfil the terms of the BID.
- 26.9 Only one or more of the following tenderers may respond as per Regulation 4 of PPR 2017:
 - (a) a tenderer having a 3 as minimum B-BBEE status level of contributor; OR
 - (b) an EME or QSE; OR
 - (c) a tenderer subcontracting a minimum of 30% to:
 - (i) an EME or QSE which is at least 51% owned by black people; OR
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth; OR
 - (iii) an EME or QSE which is at least 51% owned by black people who are women; OR
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities; OR
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; OR
 - (vi) a cooperative which is at least 51% owned by black people; OR
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans; OR
 - (viii) an EME or QSE.

A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Prospective bidders are required to submit the following documentation for quality for Administrative compliance;

#	Requirement	Com	olied	
		YES	NO	Comment
Α	CSD Registration Certificate			
В	Invitation to Bid (SBD1) completed and signed			
С	Pricing Schedule (SBD 3.1)			
D	Declaration of Interest (SBD 4)			
Е	Preferential Points Claim (SBD 6.1)			
F	Declaration of Past SCM Practices (SBD 8)			
G	Certificate of Independent Bid Determination (SBD 9)			
	Submission of Company Profile and Technical proposal with CVs and certificates of			
Н	team members where applicable. This is important to demonstrate capacity of the			
	bidder			
J	JV agreement (if applicable)			
K	The service provider must submit with the bid a certificate of acceptability (issued by Nelson Mandela Bay Metro Municipality)			
М	Recruitment Plan to be attached to reflect the recruitment process of sourcing labour from the Nelson Mandela Metro. New employees without specialty- 100% Local Employment (Nelson Mandela Metro) and as a Development Programme (a formal letter assuring compliance)			
N	Financial standing of the company or Financial approval agreement from the approved financial institution will be used to check the readiness of the company to fulfil the terms of the BID.			
0	Proof of valid Registration with UIF at advert stage as prescribed by the Department of Labour., or Tender letter from Department of Labour, (Submit proof with the bid document or).			
Р	Valid Certificate of Occupational Injuries and Diseases Act (COIDA) if already registered at advert stage, or Tender letter from Department of Labour.			
Q	Proof of third party liability cover. (Insurance for employees within the company) OR Letter of Intent should the service provider be awarded the bid			

27. **Stage 2: Functionality Evaluation**

27.1 All points scored by qualifying bidders will not be taken into consideration for price evaluation.

The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of **70 percent** out of 100 percent to proceed to the next stage of price evaluation. Any bidder(s) who do not meet the required threshold will be disqualified and not considered any further.

27.2 **2nd Stage Evaluation**

FUNCTIONALITY EVALUATION SCORING

ITE M	CRITERIA	SUB-CRITERIA	Documentary Evidence	Maximum Weight
		Score		
1	Previous experience in catering			10
1.1	Experience of the Service Provider (entity) in providing industrial catering services (Institutions of higher learning, Hospitals, Hotels)	3 years = 10 2 years = 07 1 year = 05	Client reference letters signed by senior management of the organization where similar service has been rendered with a specific	10
			period with detailed recommendation.	
2	Experience of key personnel: (as			30
	The Catering Manager must have a FOOD SERVICE QUALIFICATION with relevant experience in catering services	10 years = 10 07 years = 07 05 years = 05	CV with references and proof of qualification (Grade 12 + national Diploma/degree in Food Service or Hospitality Management) to be submitted with the bid	10
2.1	Experience of the Chef in an industrial catering service (Institutions of higher learning, Hospitals, Hotels)	+3 years = 10 2-3 years = 07 1-2 years = 05	CV plus signed client reference letter on the letter head .	10
2.2	Experience of Skilled Cooks in similar services	+2 years = 05 1-2 years = 03	CV plus client reference letter for the total number of cooks required in the bid	05
2.3	Experience of Food service supervisor in the food service unit	+3 years = 05 2-3 years = 03 1-2 years = 01	CV plus client reference letter	5
3	Qualifications of key personnel	<u> </u>		15
3.1	Qualifications of the Cook and Qualification of a Chef	Grade 12 = 5 Grade 12 with short courses in	Copy of Certified Educational Certificate	10
		food preparation = 5		
3.2	Qualifications of Food service Supervisor	Grade 12 with short courses in catering services = 5	Copy of Certified Educational Certificate	5

TOTAL	55
Minimum qualifying %	70

NOTE:

- 1. A bidder that scores less than 70% with respect to functionality will be regarded as submitting a non -responsive bid and will be disqualified.
- 2. Only bidders that obtain 70 % and above will qualify for further evaluation in terms of price and BBBEE evaluation.
- 3. All points scored by qualifying bidders will not be taken into consideration for price evaluation.

29. Stage 3: Price and Preference Evaluation

29.1. Responsive bids which comply to the 1st stage functionality evaluation will be evaluated on the 90/10-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 4 of the Procurement Regulations. The 90 points will be allocated for price and 10 points for attaining the B-BBEE status level contributor.

The bid will be evaluated in terms of the 90/10 point system as stipulated in the Preferential Procurement Regulations, 2011.90 points will be allocated for price and 10 points for attaining the B-BBEE status level of contributor.

30. Counter Offers

Bidder's attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions will invalidate such bid.

PART 2

Conditions of Contract and Operational Requirements

1. **CONTRACT**

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period ending 31 March 2021. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 The bidder shall stipulate whether the price is firm or non-firm.
- 2.2 The bidder shall stipulate the basis of adjustment for non-firm prices.
- 2.3 Request for price increase must be supported by the documentary proof to substantiate the claim for price adjustment.
- 2.4 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.5 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 The ECDoH's operational requirements. The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- **3.2 Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-
- Without delay inform the ECDoH and the appointed ECDoH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve contractor's personnel;
- Co-operate fully with the ECDoH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.
- **3.3 Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

3.4 Regulations and statutes The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 Compliance with procedures.

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 3.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- **3.8 Contractor's procedures** The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager:-

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

Provision of Services in clean and tidy manner. The contractor shall ensure that the Services are provided in a clean and tidy manner.

4. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

5. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor:-

acknowledges that he is fully aware of the terms and conditions of the Act;

- acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Instituion in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.9. performance measurement provisions

9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Terms of Reference and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

- **9.2 Compliance.** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:
 - with reference to reports provided by contractor;
 - with reference to reports or complaints received from third parties;
 - by means of user satisfaction surveys conducted by ECDoH
 - by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.
- 9.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

9.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

- <u>User satisfaction survey:</u> A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.
- 9.5 Results of checks, audits and surveys ECDoH shall be entitled to utilise the findings of the surveys, checks, audits findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

PART 3

Bid Strategy EXTERNAL COVID 19 SITES / FEILD HOSPITAL SOFT SERVICES

SCMU3-20/21-0052-NMM: PROVISION OF CATERING AND RELATED SERVICES AT THE EXTERNAL COVID 19 SITE/FEILD HOSPITAL

1. INTRODUCTION

The Department of Health, Eastern Cape, is giving consideration to appointing a contractor to provide the 'soft' Facilities Management services, for a period ending 31 March 2021 at:

 EXTERNAL COVID 19 SITE / FEILD HOSPITAL (ECDOH), 3343 beds at one site and 1500 in another site within the Nelson Mandela Metro. The figures are an indicative as the contract will be rate based.

2. STAFFING STRATEGY

Bidders are to allow for the following staff provision: -

Managerial	Staff	Bidders are to allow for the management component (Project Manager) required
requirements		for this service.
Operational	Staff	Bidders are to ensure that they employ personnel from the Nelson Mandela Bay
requirements		Metro for the Operational component required for this service.

BIDDERS MUST NOTE THAT A FULL NAME LIST OF STAFF MEMBERS, TO BE CONTRACTED FOR THIS PROJECT, TOGETHER WITH CERTIFIED ID COPIES, CERTIFIED ACADEMIC CERTIFICATES, YEARS OF RELEVANT EXPERIENCE OF THE KEY PERSONNEL EG, FOOD SERVICE MANAGERS MUST BE SUBMITTED BEFORE COMMENCEMENT OF THE CONTRACT.FAILURE TO DO SO WILL INVALIDATE THE CONTRACT/BID REGARDLESS OF THE APPOINTMENT LETTER.

The successful bidder will be required to enter into a written contract/SLA with ECDOH Nelson Mandela Bay Health District, This contract will contain performance penalties based on service level agreements as per Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

SERVICE PROVIDERS WILL BE EXPECTED TO MAKE USE OF LOCAL (Nelson Mandela Metro) LABOUR AS MUCH AS POSSIBLE ESPECIALLY WITH REGARD LOWER LEVELS/RANKS.

PART 4: Terms of Reference/Specification VW COVID 19 FEILD HOSPITAL SOFT SERVICES BID -CATERING AND RELATED SERVICES

SPECIFICATIONS

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- 1. Definition and Interpretation
- 2. Scope of Services and General Responsibilities
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- 5. Additional responsibilities relating to patient meals
- 6. Cutlery and Crockery
- 7. Administration Procedures
- 8. Food server trolleys
- 9. Protective clothing
- 10. Medical screening of all staff members
- 11. Service level agreements
- 12. Menu price schedule
- 13. Liaison

APPENDIXES:-

Appendix 1 - Patient Catering Menu's

1. <u>DEFINITION AND INTERPRETATION</u>

Any reference to "this Specification/Terms of reference" shall refer to this Patient Catering Specification/Terms of reference (including the Appendices hereto).

Where any capitalized term is used in this Specification/Terms of reference without being defined below, such term shall bear the meaning assigned to such term.

In this Specification/Terms of reference the following words and phrases shall have the following meanings unless the context otherwise requires:

"Catering Users"	means all In Patients, Out Patients, Visitors and of the Catering Services;	d Staff who are users	
"Contractor's Hygiene Policy"	means the standard hygiene policy supplied by the contractor at time of commencement., or such amendments thereto or replacement policy as agreed between the parties from time to time;		
"Food Service Manager"	means the professional manager suitably quadiploma in Hospitality or Food Service manager the catering & nutrition needs and dietetic needs contractors in respect of the catering services;	ement to understand eds employed by the	
"Cook"	Means a person with a high school education a training/experience as a cook and be able to in an industrial kitchen environment comply specification.	prepare heated food	
"Chef"	Means a person with a high school ed recognized Chef Training (supported by a cand be able to prepare heated food in a environment complying with this output specific	ertificates) as a chef n industrial kitchen	
"Facilities Manager"	means the facilities manager employed or contracted by ECDOH to manage the facilities management related services at the ECDOH, including such party's delegated authority or persons appointed or designated by the Facilities Manager to perform functions on behalf of the Facilities Manager;		
"Financial Manager"	means the financial manager employed by the Contractor in respect of the Catering Services;		
"Food Supplement"	means food supplements and/or substitutes provided by the ECDOH required in addition to or in place of the Patient Catering Menu to meet the nutritional requirements of a Catering User;		
"In Patients"	means a patient who requires admission to a v Site;	vard at the Catering	
"Meal Times"	means the following times at which meals are to be provided to In Patients:-		
	Early morning tea	[06h00 - 06h30]	
	Breakfast including morning tea	[08h00 - 09h00]	
	• Lunch	[12h00 - 13h00]	
	Afternoon liquid refreshment		
	(Diabetics only)	[15h00 – 15h30]	
	• Dinner	[17h00 – 18h00]	
	 Evening snack and liquid refreshment 	[20h00 - 20h30]	
Bidders must note that the serving times can change upon written instruction of the Facilities Manager			

"Non Patient Catering means the catering service to be provided by the Contractor to day visitors, staff and incidental users in accordance with the provisions Service" of this Specification/Terms of reference; "Other Patients" means a Patient who is not an In Patient or an Out Patient; "Out Patient" means a patient who is not admitted to the Catering Site for an overnight stay; "Output Specification" means the output based definition of the Service obligations of the Contractor which is identified by being printed in bold italics and as may be detailed under the heading Output Specifications in the various tables contained in this Specification/Terms of reference; "Patient Catering Menus" means the menu/s supplied by ECDOH as attached hereto as Appendix 1; "Catering Service" means the Catering Service to be provided by the Contractor in accordance with the provisions of this Specification/Terms of reference; "Catering Site" means the External Covid 19 Site / Field Hospital; "Production Manager" means the production manager employed by the Contractor in respect of the Catering Services; "Religious Diet" means a diet that meets the needs of the Catering Users who require a diet based on their religious requirements; "Service Standards" means the service levels and criteria set out in this Specification/Terms of reference; the hours between 05h00 and 22h00; "Service Hours" "Staff" means the staff employed by the Contractor; "Standard Recipes" means the standard recipes supplied by the contractor at time of appointment., or such amendments thereto or replacement as agreed between the parties from time to time; "Therapeutic Diet" means a diet for a specific condition that contributes to its cure; means a diet that excludes meat, poultry, fish and dairy products; "Vegan Diet" "Vegetarian Diet" means a diet that excludes meat, poultry and fish products;

2. SCOPE OF SERVICES AND GENERAL RESPONSIBILITIES

2.2 The Contractor shall :-

"Visitor"

2.2.1 Provide the ECDOH with good quality, safe, wholesome and nutritious meals, snacks and beverages for all catering users in accordance with clause 3 of this Specification/Terms of reference and the Services Standards;

Means any visitor to ECDOH;

- 2.2.2 Provide a preparation and serving service to the hospitals. **NOTE CONTRACTORS HAVE TO ALSO PROVIDE FOR FOOD SERVERS IN WARDS (AT LEAST TWO PERSON(S) FOR EVERY WARD)**
- 2.2.3 ensure that in addition to meeting any specific dietary needs, the Catering Services take account of the social, cultural and religious requirements of all catering users;

- 2.2.4 provide Catering Service which meet all requirements of food safety legislation such as National Health Act (Act 61 of 2003); Food Cosmetics and Disinfectants Act 63 of 1972; Government Regulations No 962 & Regulations 146 and Occupational Health and Safety Act (Act 83 of 1993) and applies appropriate operational policies, procedures and practices to ensure food hygiene is maintained at all stages; submit a certificate of acceptability and TB/CA certificate of the milk parlour where milk is to be sourced.
- 2.2.5 Implement and operate a system of assured safe catering based on Hazard Analysis and Critical Control Points (H.A.C.C.P.)
- 2.2.6 Ensure that procedures are in place to isolate different areas of the kitchen for particular purposes in providing the catering service, e.g. dry and wet ingredients, meat and vegetable preparation, food stuffs for preparation and prepared food, (to prevent cross contamination) etc.;
- 2.2.7 provide at its own cost, disposables (all-inclusive as well as cling wrap no additional claims for catering service will be entertained), cleaning materials and any other items required for the efficient delivery of the Catering Service;
- 2.2.8 ensure that the Catering Services shall include food runner/server service for all meals, snacks and beverages to the Patients;
- 2.2.9 be responsible for the dishing, collection and washing of all crockery, cutlery and other implements and equipment used in connection with the Catering Services and the cleaning of all areas used in connection with the Catering Services;
- 2.2.10 provide suitable menu variations to take account of festive occasions;
- 2.2.11 The contractor shall take into account that the following types of diet needs to be prepared as required by the ECDOH Normal, Soft, Light, Diabetic/ Weight Reducing, Toddlers (1-3yrs), Child (4-12yrs), Baby (8 months to 1 yr), Vegetarian, Halaal, Clear fluid,
- 2.2.12 ensure that all food and ingredients are appropriate to the menu description and recipe for which they are intended;
- 2.2.13 ensure that meat, perishables, fruit and vegetables are appropriate to the menu description, grade and class.

2.3 Specification of ingredients

2.3.1 Fruit:

• Apples:

- Require class (II), clean, healthy, uniform size, free from diseases, decay & bruises. Minimum 50mm.Good colour and taste.
- Clean, crispy, well formed
- Virtually free from dry-core rot, water care and core blush
- Virtually free from bitter pit lentil pitting, hail marks, sunburn, skin stains

Pears:

- Class (II), clean and sound, well formed, mature, free from decay, no over ripeness, no bruises, damages from insects, internal decay, skin punctures, no stains.54mm diameter.
- o Clean, well formed, mature and of a uniform size

 Free from sunburn, hail marks, skin cracks, skin punctures and any other stains and physiological disorders that may noticeably reduce the quality and general attractive appearance or edibility of the fruit

Peaches:

- o 44mm diameter, must be plump, mature good colour.
- o Clean, well-formed and uniform in size
- Free from skin cracks, skin punctures, over ripeness and stains
- Free from hail marks that noticeably effect the quality and attractive appearance of the fruit detrimentally

Oranges:

 Choice grade, mature, free from bruises, cuts, blemishes, free from scales, bugs, insects, no damage by frost and no dryness when cut open. 68-73 minimum diameter.

Bananas:

 shall be supplied in bunches & each individual fruit shall have no bruises, blemishes or disease. All fruit roughly the same size and mature, firm flesh & sound and shall not be to overripe or too green. Size 165mm.

2.3.2 Vegetables:

Beetroot-

Should have a healthy color, free from secondary roots, damages caused by poor preparation, disease, cracks, sprouts, bruising. Leaves should be cut and may not be longer than 25 mm.

- Carrots: Shall be firm, bright, washed clean, and free from damage caused by insects, bruises, cuts. Size 19mm diameter-75mm length. Free from sun-scorch, fresh and firm, not malformed, forked or have secondary roots not woody and have fresh, green and sound foliage and not be longer than 50mm, If trimmed it should be evened or cut off at the top of the root, without damage.
- Green Beans: Colour and condition of the pods should be: Well developed and firm, overripe pods with defects should be excluded Have a green colour, depending on the variety, and should be fresh, free from leaves or stems.
- Green peas: Cultivar class and uniformity. Pods should be well developed and firm, bright color, free from damages. Pod should be smooth, have uniform green colour and may not show signs of witting and fading. Pods should be in good condition, fairly clean and free from discolouring or stains
- Cabbage: Good color. Heads shall be fresh, clean, not wilted and heart shall at least be 150mm diameter, compact firm, free from damages by insects, bruises, and without flower shoots.
- Pumpkin: Good color, clean and fresh, firm free from decomposition and damage caused by soil, disease, frost etc. Gemsquash- diameter 75mm, Pumpkin mass 13kg. Should have a yellow interior.
- Tomato: shall be sound, well formed, firm, clean, without internal cavities and free from bruises, decay. Shall not be overripe or too green and have a diameter@ least 50mm

- Onions: Should be well developed, dry, firm and clean (free from leaves, roots), free from damages of any nature, e.g. disease, insects, sunburn and onions in any one particular container should have approximately the same size (at least 50 mm) and colour
- **2.3.3 Bread**: shall always be fresh, properly baked, clean and free from any ropiness, grit and other foreign matter (not older than one day). White- and brown bread should be fortified in accordance with the Regulation relating to the fortification of certain foodstuffs, R7634 of 7 April 2003 (as amended)
- 2.3.4 Eggs: grade large eggs to be used (51g) as out in the regulations made in terms of section 15 of agricultural product standard Act (1990-Anmexure A specifications for perishable foods: volume 4), shall be clean and have intact shells and a regular, shell membrane may be slightly quivery. Eggs should be free from blood spots, absorbed odours, and any signs of embro development or mould.
- **2.3.5 Poultry**: shall be a frozen grade A without bruises or torn skin.
- **2.3.6 Red Meat:** Red meat shall at least be Grade B with maximum fat content of 30% and stamped as a proof that it has been slaughtered and graded by an approved and registered abattoir. Service provider to provide and file records of grading and fat content, from a registered institution, of all meat received in kitchen
- 2.3.7 Milk: to be pasteurized fresh full cream milk from a certified dairy, a certificate, by a registered institution, certifying that the herds of the dairy are <u>TB and Cancer</u> free must be submitted with this bid and recorded throughout the contract (records kept). Milk must not be diluted, shall be microbiological safe for human consumption. Strictly No powdered milk should be used (Annexure C). 2% Low fat milk for low fat diets and diabetic diets.
- **2.3.8 Still Water**: Service provider to provide 500ml per patients a day
- **2.3.9 Hot beverages:** Tea must be a teabag for each patient, beverages must be served on a tray covered.
- **2.4** provide a function and hospitality service in accordance with section 4 of this Specification/Terms of reference;
- **2.5** develop recipes, publish and circulated menu's widely to all areas of the VW Covid 19 Field Hospital.
- ensure that Contractors Staff maintain the requisite standard of food safety and hygiene and personal hygiene at all times through regular training;
- 2.7 In addition to the Catering Services, the Contractor shall provide all such other services as may be ancillary to or reasonably necessary for Contractor to provide as part of the Catering Services in accordance with this Specification/Terms of reference and the Service Standards
- 2.8 The Output Specifications shall take precedence over any other specifications provided by the contractor. To the extent that the specifications are not adequate to ensure compliance with the Output Specifications, the Contractor shall be required, subject to approval of the Facilities Manager, to amend the said specifications. In such case ECDOH and the Contractor shall amend these Specifications in writing to reflect such amendment.
- 2.9 The menus will be rotated on eight (8) day cycle and must take all cultures into account. End users should be allowed an adequate choice.

3. CATERING SERVICES

The catering design is based on External food preparation with food being issued to wards, already plated in food trolleys/warmers(to be provided by the service provider). Food is then served to patients by food runners/ward hostesses of which will form part of this contract. All equipment (including maintenance) is supplied by the Contractor

The Contractor shall provide the following range of Catering Services on a day to day basis to meet the requirements of the Facilities Manager, and Catering Users in accordance with the Service Standards:

- o provide meals in accordance with the Patient Catering Menu to Patients at the Meal Times.;
- o provide ad hoc meals in accordance with the Patient Catering Menu for In Patients who are either admitted outside of the Meal Times or are receiving treatment during these times;
- o provide Therapeutic, Religious, Vegetarian and Vegan Diets in accordance with the Patient Catering Menu to the standard required by the ECDOH Dieticians during the Meal Times;
- procure food that satisfies the qualitative and nutritional requirements set out in the Services Standards as specified;
- Store the food in appropriate temperature controlled areas (log and file reports);
- provide the Catering Services in a manner which complies in all respects with the ECDOH Patients' Charter, provided that such Charter shall not in any way increase the scope of the Catering Services as defined in this specifications;
- may be requested to provide modified menus (starches) with a minimum of 2 choices for all meals other than breakfast for the following groups of In-Patients: adolescents; pediatrics and immune-deficient sufferers or such other groups of In-Patients as ECDOH may specify from time to time and agree with the Contractor;
- o provide suitable variations to take account of <u>all</u> festive and religious holidays;
- o ensure that all food and ingredients are purchased primarily from the appropriate local and provincial suppliers and are appropriate for the Patient Catering Menus;
- ensure that procedures are in place (regarding quantity, general quality and damage) so that all food and ingredients contemplated in this document are examined when received and stored appropriately, monitored and checked for date of expiry, damage, pest damage and infestation and temperature (cold chain).
- ensure that all food is handled, stored, prepared and cooked appropriately, that procedures are
 in place to ensure it is kept at the requisite temperature at all times including but not limited to
 storage prior to preparation, during cooking and during transfer around the Catering Site to the
 Catering Users(COVID 19 OHS Compliance standards should be adhered to)
- ensure that training is provided for the Contractors Staff involved in menu and diet development for Catering Users;
- o ensure procedures are in place to clearly identify special meals for individual In Patients;
- Ensure that all areas of the Catering Site and all equipment, utensils, crockery and hardware used in relation to the Catering Services are cleaned and sanitized appropriately.
- Snacks must be presented in disposable side plate cling-wrapped and served.
- Plated food with thermal cover (cling wrap). Disposable side plates with salad and bread must be cling wrapped for each patient.
- All menus to be standardized.
- File with recipes to be available for all different types of menus and utilized in food preparation.(NB)

5.1.1 **Distribution** Contractor shall :-

- **5.1.1.1** Ensure that all food for In Patients is distributed and served in suitable conditions to maintain temperature control and served to the patients by the food servers of the catering company;
- **5.1.1.2** Ensure that all food for In Patients is protected during distribution from cross contamination:

- **5.1.1.3** Ensure that rejection procedures in respect of temperature controls are in place and actions:
- **5.1.1.4** Provide ward hostesses for the serving of food and collecting of used dishes and serving of liquid refreshments as specified.
- **5.1.1.5** All personnel or staff in contact with patients must be geared with appropriate Personal Protective Equipment (PPE) at all times to prevent exposure or risk to health
- **5.1.1.6** PPE to be provided by the contractor
- 5.1.2 Dishwashing and pan washing Contractor shall :-
 - 5.1.2.1 Ensure that dishwashing does not happen at VW Covid 19 Field Hospital
- **5.1.3** Refuse Disposal Management of Health Care Risk Waste(HCRW)
 - **5.1.3.1** Waste generated from patients in isolation or quarantine in a designated facility or home is treated as health care risk waste as per SANS 10248-1:2008
 - Environmental Health to ensure the following :-
 - **5.1.3.2** HCRW is segregated at the point of generation and shall be containerized to minimize the risk of contamination
 - **5.1.3.3** The HCRW is properly packaged in sealed, leak and puncture proof containers / boxes
 - **5.1.3.4** The HCRW is labelled with bio hazard symbols/sign and marked "Corona virus or COVID 19"
 - **5.1.3.5** The HCRW is stored separately from other waste generated
- 5.1.4 Cleaning Contractor shall :-
 - 5.1.4.1 Service provider to ensure that cleaning of crockery and cutlery to be done offsite
 - 5.1.4.2

6 DISPOSABLE CUTLERY AND CROCKERY

The successful service provider required to supply all Crockery and cutlery as deemed fit to successfully undertake the catering service.

Cutlery and crockery is also required and will comply to the following standards to be supplied to the wards under the contract dimensions:

7 ADMINISTRATION PROCEDURES

In addition to the various responsibilities stipulated in this Specification/Terms of reference, Contractor shall provide acceptable administration procedures as agreed with ECDOH.

7.1 LIAISON

- **7.1.1** The Contractor shall regularly liaise with Catering Users/Departmental Dieticians/Soft Services Manager to determine the following:
- **7.1.2** The range of services and meals on offer;
- 7.1.3 The quality of services; and
- **7.1.4** The accessibility of services.
- 7.2 The Contractor shall liaise with such persons and institutions in the provision of the Catering Services as ECDOH or the Facilities Manager may require from time to time.
- 7.3 The Contractor shall attend monthly catering meetings with the Soft Services Manager and contract management officer.
- 7.4 The contract shall liaise with Contract Manager about complaints and violation of the contract agreement by either the contractor or the institution.
- 7.5 The contract shall provide the Eastern Cape Department of Health with an invoice on a monthly basis after the service has been rendered with proof of delivery of such service.

8 PROTECTIVE CLOTHING

Bidders will be **expected to provide** their own staff in the kitchen with industrial standard SABS approved protective clothing consisting of head cover, non-slip rubber sole shoes, jacket, pants, name tags and skirts (INCLUSIVE OF FACE MASKS SUITABLE FOR XDR TB, AND COVID 19 WHEN STAFF ARE PERFORMING DUTIES IN EXPOSED AREAS). The protective clothing will be a uniform of accepted standard to be used in kitchens. Staff must wear uniform for proper identification.

9 MEDICAL SCREENING OF ALL STAFF MEMBERS

The service provider will be expected to do a medical screening on all workers brought to site for this contract at its own expense (in compliance with the Department of Labour requirements). The results of the screening must be submitted for scrutiny by the Department. The tests shall at least include the following TB, Hepatitis B, Chest X ray, Epilepsy and mental disability.

10 SERVICE LEVEL AGREEMENT ELEMENTS

The following elements will be reflected in the **Service Level Agreements** with penalties for non-compliance. Service providers will be provided with 200 demerit points from which transgressions will be reduced. Upon reaching 0 (zero) the contract will be terminated

No.	Description	Penalty	Demerit points
1.	Non compliance with meal times	R500,00 per ward per incident	5 per ward per incident
2.	Non compliance with Menu	R5000 per incident	50 per incident

INFORMATION REQUIRED FROM THE BIDDER		
Do you fully comply with in relation to remuneration determined by the Department of labour?	Yes/No	
Remuneration for food service manager	Min	Max
Remuneration for food service supervisor	Min	Max
Remuneration for cooks	Min	Max
Remuneration for chef	Min	Max
Remuneration for food servers (ward hostess)	Min	Max
FAILURE TO POPULATE ABOVE TABLES MIGHT	T INVALIDA	TE YOUR BID

Name of authorized bidder:	
Signature:	
Date:	

MENUS

 $\frac{\text{NOTE TO BIDDERS}}{\text{(Wherever brand names are listed it will mean such product or equally approved similar product)}}$

LIST OF ABBREVIATIONS FOR FOOD ITEMS

ABBREVIATION	NAME
P/Butter	Peanut Butter
S/wich	Sandwich
Cheese and tom s/wich	Cheese and tomato sandwich
Jam and Marg	Jam and Margarine
L/F milk	Low Fat Milk
L/F maas	Low Fat Maas
Light Marg.	Light Margarine
R/ chicken	Roast Chicken
w/w Bread	Whole wheat Bread
C/tom S/wich	Cheese & Tomato sandwich
P/Butter S/wich	Peanut Butter sandwich'
M/meal	Meal-meal
P on puree/sloppy diet	Puree
BL	Blended
SL	Strained Liquidised
B/fish	Battered Fish
S/hake	Steamed Hake

NORMAL DIET

MEAL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	RAW SPEC	COOKED SPEC
AM SNACK	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Sugar Cheese S/wich	Rooibos tea Full Cream Milk Sugar Jam & margarine	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Suagr Cheese S/wich	Rooibos tea Full Cream Milk Sugar Jam &marg	Rooibos tea Full Cream Milk Sugar P/butter sandw	Rooibos tea Full Cream Milk Sugar Cheese S/wich	1 t bag - - -	1 cup 60ml/ ¼ cup 3 sachets 2 Slices
B R E A K F A S	Mabella Milk & Sugar Brown Bread Boiled egg & tomato Margarine Rooibos tea Milk & sugar	M/Meal Milk & Sugar Brown Bread Peanut butter Margarine Rooibos tea Milk & sugar	Oats Milk & Sugar Brown Bread Beef Burger Margarine Rooibos tea Milk & sugar	Weetbix Milk & sugar Brown Bread Boiled egg & tom Margarine Rooibos tea Milk & sugar	Mabella Milk & sugar Brown Bread Peanut butter Margarine Rooibos tea Milk & sugar	M/Meal Milk & sugar Brown Bread Boiled egg & tom Margarine Rooibos tea Milk & sugar	Mabella Milk & sugar Brown Bread Peanut butter Margarine Rooibos tea Milk & sugar	Oats Milk & sugar Brown Bread fish finger & toma Margarine Rooibos tea Milk & sugar	140g 100g/1lrg 1 tbag	1cup/2 weetbix 125ml/3 sachets 2 slices 70g/1lrg/2 fish fingers 10g 1 cup 60mlmilk/3 sach
L U N C H	Rice Roast Chicken Pumpkin Glazed Peas Gravy Juice	Samp & beans Beef Stew Glazed carrots Sautee`d Cabbage Fruit	Pap Roast chicken Carrots Spinach Gravy Juice	Rice Battered fish (hake) Beetroot Broccoli Gravy Dessert	Samp & beans Roast Chicken Butternut Sautee`d Cabbage Gravy Fruit	Pap Beef stew Carrots spinach Gravy Juice	Rice Battered fish Beetroot Broccoli Gravy Dessert	Samp & beans Beef Stew Carrot Cabbage Fruit	100g 160g 80g 80g	1 cup/250g 120g bone in 125ml/ 1/2 cup 125ml/ 1/2 cup 50ml 1lrg fruit / 250ml juice
3pm snack	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	Rooibos Tea/Juice Milk & Sugar Fruit	1 teabag	250ml 60ml/3 sachets
S U P P E R	Stiff pap Pilchard Stew Spinach	Mashed Potato Mince Meat Mixed veg Bread	Rice Veg Stew with split peas	Putu & Maas OR Lentil soup Mixed veg Bread	Mashed Potato Mince meat Broccoli Bread	Rice Pilchard Stew Gem squash	Stiff pap Chicken stew Spinach	Rice Meat balls Pumpkin	150g 160g 80g	250ml / 1 cup 120g/125mlMince/Pilch ar 1/2 cup 2 slices Bread/50ml gravy
LATE S N A C K	Rooibos tea Milk & Sugar Bread Jam & Margarine	Rooibos tea Milk & Sugar Bread Peanut Butter	Rooibos tea Milk & Sugar Bread Jam & Margarine	Rooibos tea Milk & Sugar Bread Peanut Butter	Rooibos tea Milk & Sugar Bread Jam & Marg	Rooibos tea Milk & Sugar Bread Peanut Butter	Rooibos tea Milk & Sugar Bread Jam & Margarine	Rooibos tea Milk & Sugar Bread Peanut Butter		1 tea bag 60ml milk 2 slices 10g

Margarine & Jam 10g portion each. Rice: Good quality low GI. Dessert: Fruit Cocktail, Jelly & Custard, 50ml custard. 3 sachets of sugar per patient. Meatballs should be 3 per patient = 120g. Maas Low Fat Cream 375 ml per patient, on hot days. 50% Concentrated Fruit Juice to be used not powder, 250 ml Juice. Rooibos tea to be used for all patients.

LIGHT DIET

MEAL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	RAW SPEC	COOKED SPEC
AM SNACK	Rooibos tea Milk & Sugar P/butter S/wich	Rooibos tea Milk &Sugar Cheese S/wich	Rooibos tea Milk & Sugar Jam & marg	Rooibos tea Milk & Sugar P/butter S/wich	Rooibos tea Milk &Sugar Cheese S/wich	Rooibos tea Milk & Sugar Jam & marg	Rooibos tea Milk & Sugar P/butter S/wich	Rooibos tea Milk &Sugar Cheese S/wich	1 t bag _ _	1 cup 60ml/3 sachets 2 Slices
B R E A K F	Mabella BrownBread L/f Milk &Sugar Boiled egg & tom Margarine Rooibos tea L/fMilk &Sugar	M/Meal BrownBread L/ f Milk &Sugar Peanutbutter Rooibos tea L/ fMilk &Sugar	Oats BrownBread L/f Milk &Sugar L/F Yoghurt Margarine Rooibos tea L/f Milk &Sugar	Weetbix BrownBread L/ f Milk &Sugar Boiled egg & tom Margarine Rooibos tea L/ fMilk &Sugar	Mabella BrownBread L/ f Milk &Sugar Peanutbutter Rooibos tea L/ fMilk &Sugar	M/Meal BrownBread L/ f Milk &Sugar Boiled egg & tom Margarine Rooibos tea L/ fMilk &Sugar	Mabella BrownBread L/ f Milk & Sugar Peanut Butter Rooibos tea L/ fMilk &Sugar	Oats BrownBread L/f Milk &Sugar L/F Yoghurt Margarine Rooibos tea L/f Milk &Sugar	140g 125g 10g 1 tbag	1cup/2 weetbix 125ml/3 sachets 125ml/3 sachets 125g Yoghurt 1 cup 60mlmilk/3 sach
L U N C	Rice Roast Chicken Pumpkin Spinach Gravy Juice	Sweet potato Lean Beef Stew Steamed carrots Cabbage Fruit	Pap Roast Chicken Pumpkin Spinach Gravy Juice	Rice Steamed Hake Butternut Broccoli Gravy Jelly and Custard	Rice Steamed Chicken Butternut Peas Gravy Banana	Pap Lean Beef Stew Carrots Spinach Juice	Rice Steamed Hake Pumpkin Broccoli Gravy Custard	Mash Potato Lean Beef Stew Carrot Baby Marrow Canned Peaches	100g 160g 80g 80g -	1 cup/250g 120g 125ml 125ml 50ml 1Lrg fruit /250ml
3pm Snack S U P	Tea/ Juice Milk & Sugar Stiff pap Pilchard Stew Spinach	Tea/ Juice Milk & Sugar Mashed Potato Beef mince Butternut	Tea/ Juice Milk & Sugar Rice Chicken Stew Gem Squash	Tea/ Juice Milk & Sugar Putu & Maas Or Pilchard Stew Spinach Bread	Tea/ Juice Milk & Sugar Mash Potato Mince meat Carrots	Tea/ Juice Milk & Sugar Rice Pilchard Stew Gem squash Gravy	Tea/ Juice Milk & Sugar Pap Chicken Stew Spinach	Tea/ Juice Milk & Sugar Rice Lean Beef Mince Beetroot	100g 160g 80g	250ml 125ml/3 sach 250g 120g 1/2 cup 50ml/ 2 slices
E R LATE S N	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread	Tea L/FMilk & Sugar Bread		bread 1 tea bag 60ml milk 2 slices
A C K	Jam & Margarine	Peanut Butter	Jam & Margarine	Peanut Butter	Jam & Marg	Peanut Butter	Jam & Margarine	Peanut Butter		10g

NB: Low fat Milk. Banana 1 lrg. Biscuits not allowed.

Maas Low Fat Cream 375 ml per patient to be served on hot days. 50% Concentrated Fruit Juice to be used not powder. Rooibos tea to be used.

DIABETIC/ WEIGHT DIET/CHOLESTEROL/HIGH BLOOD PRESSURE

MEAL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	RAW SPEC	COOKED SPEC
AM SNACK	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	Rooibos Tea L/F Milk & Artificial Sweetner Provita	1 t bag	1 Cup 60ml milk 1 sachets sweetener 3 bisc
B R E A K F A	Mabella W/w Bread Low fat Milk Boiled egg & tom Lite Marg Sweetner Rooibos Tea L/ F Milk &	Allbran flakes W/w Bread Low fat Milk P/butter Sweetner er Rooibos Tea L/ F Milk &	Oats W/w Bread Low fat Milk Beef Burger Lite Marg Sweetner Rooibos Tea L/ F Milk &	Weetbix W/w Bread Low fat Milk Boiled egg & tom Lite Marg Sweetner Rooibos Tea L/ F Milk &	Oats W/w Bread Low fat Milk P/butter Sweetner Rooibos Tea L/ F Milk &	All bran W/w Bread Low fat Milk Boiled egg & tom Lite Marg Sweetner Rooibos Tea L/ F Milk &	Mabella W/w Bread Low fat Milk P/butter Sweetner Rooibos Tea L/ F Milk &	Oats W/w Bread Low fat Milk Fish finger & toma Lite Marg Sweetner Rooibos Tea L/ F Milk &	100g/1lg	2 Cups 2Slices 1/4 Cup 70g/ 1 Lrg 10g 1 sachet 1 teabag 60ml/1sach
L U N C H	Sweetner Rice R/ Chicken Carrots Broccolli Gravy(Bisto) Water Apple/Pear Rooibos Tea	Sweetner Samp & beans Lean Beef Stew Pumpkin Cabbage Water Rooibos Tea & Provita	Sweetner Pap R/Chicken Steamed Carrots Spinach Gravy(Bisto) Water Apple/Pear Rooibos Tea	Sweetner Rice Grilled hake Beetroot Broccolli Gravy(Bisto) Water Rooibos Tea & Provita	Sweetner Samp & beans Roast Chicken Butternut Cabbage Gravy(Bisto) Water Apple/Pear Rooibos Tea	Sweetner Pap Lean Beef Stew Carrots Spinach Gravy(Bisto) Water Rooibos Tea & Provita	Sweetner Rice Grilled Hake Butternut Broccolli Gravy(Bisto) Water Apple/Pear Rooibos Tea	Sweetner Samp and Bean Lean Beef Stew Carrots Cabbage Gravy(Bisto) Water Rooibos Tea & Provita	50g 160g 80g 80g	½ cup 120g bone in cooked 125 ml/ ½ cup 125 ml/ ½ cup 50 ml 1 lrg fruit/250ml wt 60ml milk /1 sac 3 biscuits
S U P P E R	Stiff pap Pilchard Stew Spinach	Mashed Potato Lean Beef Mince Mixed veg	Rice Veg Stew with split peas	Putu & Maas or Lentil Soup Mixed Veg Bread	Mash Potato Mince meat Broccolli	Rice Pilchard Stew Gem squash	Pap Chicken Stew Spinach	Rice Lean Beef Mince Gem Squash	150g 160g 80g	250ml/1cup 120g/125mlMince/Pilc ½ cup 2 slices & 50ml gravy
LATE S N A C	Tea L/FMilk & Sugar Bread Margarine	Tea L/FMilk & Sugar Bread Peanut Butter	Tea L/FMilk & Sugar Bread Margarine	Tea L/FMilk & Sugar Bread Peanut Butter	Tea L/FMilk & Sugar Bread Margarine	Tea L/FMilk & Sugar Bread Peanut Butter	Tea L/FMilk & Sugar Bread Margarine	Tea L/FMilk & Sugar Bread Peanut Butter		1 tea bag 60ml milk/1 sach 2 slices 10g

NB: Low fat Milk. Fruit: 1 lrg. Brown Rice to be used. W/w = Whole wheat bread to be used. Gravy should be Bisto that is onion & tomato, no bisto powder to be used. Sweetner 1 sachet for tea & 1 sachet for cereal. Remove skin before cooking.

Maas Low Fat Cream 375 ml per patient to be served on hot days. 50% Concentrated Fruit Juice to be used not powder. Rooibos tea.

VEGETARIAN DIET

MEAL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	RAW SPEC	COOKED SPEC
AM SNACK	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Sugar Cheese	Rooibos tea Full Cream Milk Sugar Jam & Margarine	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Sugar Cheese	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Sugar Jam & Margarine	Rooibos tea Full Cream Milk Sugar Cheese	1 t bag	60ml /¼ milk 3 sachets 10g
B R E A K Fast	Mabella B/ Bread & toma slice Boiled Egg Margarine Tea Milk & Sugar	M/Meal B/ Bread Peanut Butter Tea Milk & Sugar	Oats B/ Bread Boiled eggs Margarine Tea Milk & Sugar	M/meal B/ Bread Scrambled Egg Margarine Tea Milk & Sugar	Mabella B/ Bread Peanut Butter Tea Milk & Sugar	M/Meal B/ Bread BoiledEgg&Tom Margarine Tea Milk & Sugar	Mabella B/ Bread Cheese Margarine Tea Milk & Sugar	Oats B/ Bread Tomato Slices Margarine Tea Milk & Sugar	140 g 100g/1 1 t bag	1 cup 2 Slices 70g/1 lrg/2 slices tomat 10g 3sachets/60
L U N C	Rice Tom/Bean & CheesBake Pumpkin Peas Juice	Samp & Beans Soya Mince Stew Glazed Carrots Cabbage Fruit	Pap Baked Beans Stew Beetroot Spinach Juice	Rice Soya Mince Carrot Broccoli Dessert	Mash Potato Veg. Patty Butternut Peas Fruit	Pap Soya Sausage Carrots Beetroot Juice	- Vegetable Pie Butternut Broccoli Dessert	- Mac cheese Carrots Cabbage Fruit	100g 160g 80g 80g	ml/¼ milk 1 cup 120g bone in cooked 125 ml/½ cup 125 ml/½ cup 1 lrg fruit/250ml juice
3 pm snack	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	1 teabag	250ml 60ml/3 sachets
S U P P E R	Stiff Pap Vegetarian Sausage Mixed Veg Gravy	Bread Lentil Soup	Rice Veg Stew with Split Peas	Rice Lentil Soup Country mix	Rice Soya Mince Carrots	Rice Curry Bean Stew Gem Squash	Pap Veg. Sausage Spinach Gravy	Rice Veg. Pattie Beetroot Gravy	150g 160g 80g	250ml/1cup 120 g & 125ml Mince/Pilch ard ½ cup 50ml gravy

LATE	Tea	Tea	Tea	Tea	Tea	Tea	Tea	Tea	1 tea bag
S	B/ Bread	B/ Bread	B/ Bread	B/ Bread	B/ Bread	B/ Bread	B/ Bread	B/ Bread	2 slices
N	Jam& Margarine	Peanut Butter	Jam& Margarine	Peanut Butter	Jam& Margarine	Peanut Butter	Jam& Margarine	Peanut Butter	10g
Α	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	60ml/¼ milk
С									/3 sachets
к									
NB: Chees	e should be 1 slice. Ma	c. Macaroni							

SOFT DIET

MEAL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	RAW SPEC	COOKED SPEC
AM SNACK	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Sugar Cheese S/wich	Rooibos tea Full Cream Milk Sugar Jam & margarine	Rooibos tea Full Cream Milk Sugar P/butter sandwich	Rooibos tea Full Cream Milk Suagr Cheese S/wich	Rooibos tea Full Cream Milk Sugar Jam &marg	Rooibos tea Full Cream Milk Sugar P/butter sandw	Rooibos tea Full Cream Milk Sugar Cheese S/wich	1 t bag - -	1 cup 60ml/ ¼ cup 3 sachets 2 Slices
B R E A K F A	Mabella Brown Bread Milk & Sugar Scrambled Egg Margarine Tea Milk & Sugar Mash Potato Minced Chicken	M/Meal Brown Bread Milk & Sugar Peanut Butter Tea Milk & Sugar BI Sweet Potato Mince Beef	Mabella Brown Bread Milk & Sugar Cheese Margarine Tea Milk & Sugar Soft Pap Minced Chicken	M/Meal Brown Bread Milk & Sugar Scrambled Egg Margarine Tea Milk & Sugar Mash Sweet Potato	Mabella Brown Bread Milk & Sugar Peanut Butter Tea Milk & Sugar Mash Potato Minced Chicken	M/Meal Brown Bread Milk & Sugar Scrambled Egg Margarine Tea Milk & Sugar Soft Pap Mince meat	Mabella Brown Bread Milk & Sugar Cheese Margarine Tea Milk & Sugar Mash Sweet Potato	Oats Brown Bread Milk & Sugar Peanut Butter Margarine Tea Milk & Sugar Mash Potato Mince Beef	140 g 100g/1 100g 160g	1 cup /2 Weetbix 2 Slices % cup milk /3 sachets 70g/1 lrg 10g 1 cup 60ml milk/3 sachets 1 cup 120g bone in cooked
N C H	Mash Pumpkin Mash Peas Gravy Juice	BI Carrots BI Peas	Mash Butternut Bl Spinach Gravy Juice	Minced Fish(Hake) Bl Carrots Bl Peas Gravy Custard	Butternut BI Spinach Gravy Fruit	BI Carrots BI Peas Gravy Juice	Minced Fish(Hake) Mashed Butternut Gravy Custard	BI Carrots BI Peas	80g 80g	125 ml/ ½ cup 125 ml/ ½ cup 125 ml/ ½ cup 50 ml 1 lrg fruit/250ml juice
3pm Snack	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Juice Milk & Sugar	Rooibos Tea/Ju Milk & Sugar	1 teabag	250ml 60ml/3 sachets
S U P	Soft Pap Bl Pilchard Bl Spinach	Mashed Potato Bl Chicken Bl Butternut	Mash Potato Mince Bl Carrots	Putu & Maas or Lentil Soup BL Mixed veg	Sweet Potato Bl Chicken Bl Peas	Mash Potato Pilchard BI Gem Squash	Soft Pap Minced Chick Stew BI Spinach	Mash Potato Mince meat BI Pumpkin	150g 160g 80g	250ml/1cup 120 g &125mlMince/Pilch
E R	·			Bread			·			½ Cup 2 slices

LATE	Tea	Tea	Tea	Tea	Tea	Tea	Tea	Tea	1 tea bag
S	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	60ml milk/3 sachets
N	Bread	Bread	Bread	Bread	Bread	Bread	Bread	Bread	2 slices
Α	Jam &	Peanut Butter	Jam & Margarine	Peanut Butter	Jam & Marg	Peanut Butter	Jam & Margarine	Peanut Butter	10g
С	Margarine								
K									

No acidic foods e.g. tomatoes, no gas forming veggies, no high fibre foods. Gravy to be served with every meal and should be 50ml. BL=Blended.

PAEDIATRIC DIET (4-12 YRS) ½ TO ¾ ADULT PORTION SIZES

MEAL	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	RAW	COOKED SPEC
AM SNACK B R E A K F	Rooibos tea Full Cream Milk Sugar P/butter sandwich Mabella Brown Bread Milk & Sugar Boiled egg & tomato Margarine Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Sugar Cheese S/wich M/Meal Brown Bread Milk & Sugar Peanut Butter Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Sugar Jam & margarine Oats Brown Bread Milk & Sugar Beef Burger Margarine Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Sugar P/butter sandwich Weetbix Brown Bread Milk & Sugar Boiled egg & tomato Margarine Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Suagr Cheese S/wich Mabella Brown Bread Milk & Sugar Peanut Butter Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Sugar Jam &marg M/Meal Brown Bread Milk & Sugar Boiled egg & toma Margarine Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Sugar P/butter sandw Mabella Brown Bread Milk & Sugar Peanut Butter Margarine Rooibos tea Milk & Sugar	Rooibos tea Full Cream Milk Sugar Cheese S/wich Oats Brown Bread Milk & Sugar Fish finger & to Margarine Rooibos tea Milk & Sugar	SPEC	1 cup 60ml/¼ cup 3 sachets 2 Slices 1 cup /2 Weetbix 2 Slices ½ cup /3 sachets 70g/1 lrg/ 2fish finger 10g
L U N C H	Rice Roast Chicken Pumpkin Glazed peas Gravy Juice Rooibos Tea/Juice Milk & Sugar	Samp & Beans Beef Stew Glazed Carrots Sautéed Cabbage Fruit Rooibos Tea/Juice Milk & Sugar	Pap Roast Chicken Carrot Spinach Gravy Juice Rooibos Tea/Juice Milk & Sugar	Rice Grilled Hake Fillet Beetroot Broccoli Gravy Dessert Rooibos Tea/Juice Milk & Sugar	Samp & Beans Roast Chicken Butternut Sautéed Cabbage Gravy Fruit Rooibos Tea/Juice Milk & Sugar	Pap Beef Stew Carrots Spinach Gravy Juice Rooibos Tea/Juice Milk & Sugar	Rice Grilled Hake Fillet Beetroot Broccoli Gravy Dessert Rooibos Tea/Juice Milk & Sugar	Samp & Beans Beef Stew Carrots Cabbage Fruit Rooibos Tea/Juice Milk & Sugar	100g 160g 80g 80g	60ml milk/3 sachets 1 cup 120g bone in cooked 125 ml/½ cup 125 ml/½ cup 50 ml 1 lrg fruit/250ml juice 250ml 60ml/3 sachets

S	Stiff pap	Mashed Potato	Rice	Putu & Maas	Mashed Potato	Rice	Stiff pap	Rice	150g	250ml / 1 cup
U	Pilchard Stew	Mince Meat	Veg Stew with split	OR Lentil soup	Mince meat	Pilchard Stew	Chicken stew	Meat balls	160g	120g/125mlMince/Pilc
Р	Spinach	Mixed veg	peas	Mixed veg	Broccoli	Gem squash	Spinach	Gem squash	80g	h
P		Bread		Bread	Bread					1/2 cup
E										2 slices Bread
R										
LATE	Rooibos tea	Rooibos tea	Rooibos tea	Rooibos tea	Rooibos tea	Rooibos tea	Rooibos tea	Rooibos tea	1 tea	
s	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	Milk & Sugar	bag	60ml milk
N	Bread	Bread	Bread	Bread	Bread	Bread	Bread	Bread		2 slices
Α	Jam & Margarine	Peanut Butter	Jam & Margarine	Peanut Butter	Jam & Marg	Peanut Butter	Jam & Margarine	Peanut Butter		10g
С										
к										
				I	I.	1	I.	1		

NB: Children must be given chicken drumstick only.

	Part 5 - Schedule C Pricing Schedule										SBD 3.2	
idder No. SCMU3-20/21-0052-NMM PROVISION OF CATERING SERVICES AT EXTERNAL COVID 19 SITE/FEILD HOSPITAL FOR THE PERIOD ENDING 31 MARCH 2021					of Bidder							
Item No	Type of Menu	ı	Early morning snack	Breakfast	Lunch	Afternoon snack	Supper	Evening snack	Total per day	VAT	Total cost per patien per day inclusive of all applicable taxes	
1	NORMAL DI	ET										
2	Light diet in beverage/pl	cluding snack, ate/person										
3	Diabetic die snack/ pers	t /weight loss, on/plate										
4	Vegetarian o	diet including snack										
5	Soft diet inc beverage/ p	lusive of snack & erson/ day										
6	Paediatric d adult portion	liet (4-12 yrs) ½ to ¾ n sizes										
7	Overheads	5										
NB:	FAILURE TO	COMPLETE THE A	BOVE WILL	INVALIDATE	YOUR BID						1	
		Name of authorized	l bidder:				_					
		Signature:										

Date:

Total Tender Price using indicative figure of 3343 beds	
VAT	
Total inclusive of VAT	

Declaration of Interest

SBD 4

- 1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or

......

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

	that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, shareholder etc):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:
* "State	e" means — (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); (b) any municipality or municipal entity; (c) provincial legislature; (d) national Assembly or the national Council of provinces; or (e) Parliament.
2.7	Are you or any person connected with the bidder presently employed by the state? YES / NO
2.7.1	If so, furnish the following particulars:
	Name of person / director / shareholder/ member:
	Name of state institution to which the person is connected:
	Position occupied in the state institution:
	Any other particulars:
2.8	Did you or your spouse, or any of the company's directors / Shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO
2.8.1	If so, furnish particulars:

2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.10.1	If so, furnish particulars.	
2.11	Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars:	YES / NO
DECLA	RATION	
I, THE	UNDERSIGNED (NAME)	
_	Y THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 T PT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARA	
CONTR	ACT SHOULD THIS DECLARATION PROVE TO BE FALSE.	
:	Signature	Date
,	Position	Name of bidder

Part 5 – Schedule E Declaration of Bidder's Past Supply Chain Management Practices

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this database were informed in writing of		
	this restriction by the National Treasury after the audi alteram partem rule was		
	applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
	To access this Register enter the 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) 3265445.		
424	TO CONTRACT OF THE PROPERTY OF		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	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?	Yes	
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)	
CERTIFY THAT THE INFORMATION FUR. CORRECT.	NISHED ON THIS DECLARATION FORM IS TRUE AND
I ACCEPT THAT, IN ADDITION TO CAN AGAINST ME SHOULD THIS DECLARATION	CELLATION OF A CONTRACT, ACTION MAY BE TAKEN N PROVE TO BE FALSE.
Signature	Date
Position	Name of Bidder

Part 5 – Schedule F **Qualifications and Experience**

1.	1. Details of the extent of the bidders activities and business, e.g. branches etc:		
2.	A list of existing /previous contracts relating to services which are similar to the Services:		
	Description of Contract Period Contact Person & Tel No.		
	(Please provide contactable reference)		
3.	The number of years that the bidder has been in the business of providing services which are materially the same as the Services:		
4.	The name of the person who shall manage the Services:		
5.	Detail such person's qualifications and experience below :		
	SIGNATURE OF (ON BEHALF OF) BIDDER		
In the	NAME IN CAPITALS presence of :		
1.			
2			

2.

Part 5 - Schedule G Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY (delete which is not applicable)

The bidder comprises of the following partners/members/directors : 1. NAME ADDRESS : ID NUMBER: _____ 2. NAME ADDRESS ID NUMBER: _____ 3. NAME **ADDRESS** ID NUMBER: __ 4. NAME ADDRESS ID NUMBER: ____ 5. NAME ADDRESS ID NUMBER: ____ SIGNATURE OF (ON BEHALF OF) BIDDER **NAME IN CAPITALS** In the presence of:

> Part 5 - Schedule H **Organisational structure**

1.

2.

1.	Provide full details of the organizational structure which will be utilized in the provision of (including where appropriate an organogram)			
	-			
		SIGNATURE OF (ON BEHALF OF) BIDDER		
		NAME IN CAPITALS		
In the	e presence of :			
1.				
2.				

Part 5 — Schedule I Details of Supplier's Nearest Office

1.	Physical address of supplier's office
1	Telephone No of office:
3	Time period for which such office has been used by supplier :
	SIGNATURE OF (ON BEHALF OF) BIDDER
	NAME IN CAPITALS
In t	he presence of :
1.	
2.	

Part 5 — Schedule J Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof** confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Stamped Audited Financial Statements must be submitted with the bid. If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service:	
Name of bidder:	
Bid Number:	
	FINANCIAL POSITION OF BIDDER I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.
	In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	
	SIGNATURE OF (ON BEHALF OF) BIDDER
In the presence of :	NAME IN CAPITALS
1	
2.	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

, the undersigned, in submitting the accompanying bid:		
(Bid Number and Description)	_	
in response to the invitation for the bid made by:		
(Name of Institution)		
do hereby make the following statements that I certify to be true and complete in every respect:		
certify, on behalf of:th	at:	
(Name of Bidder)		

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been 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 which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder

Js914w 2

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

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

2. **DEFINITIONS**

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

3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	

	If yes, indicate:i) What percentage of the contract will be subcontracted		
	i) What percentage of the contract will be subcontracted ii) The name of the sub-contractor		
	iii) The B-BBEE status level of the sub-contractor		
	iv) Whether the sub-contractor is an EME or QSE		
	(Tick applicable box)		
	YES NO		
	v) Specify, by ticking the appropriate box, if subcontracting w	vith an enterp	orise in terr
	Preferential Procurement Regulations,2017:		
De	esignated Group: An EME or QSE which is at last 51%	EME	QSE
DII	owned by:	✓	✓
Black p			
	people who are youth		
	people who are women people with disabilities		
	people living in rural or underdeveloped areas or townships		
	rative owned by black people		
	people who are military veterans		
	people who are military veterans OR		
Black p	OR		
	OR ME		
Black p	OR ME		
Any EM Any QS	OR ME		
Any EN Any QS	OR ME SE		
Any EN Any QS 3. I	OR ME SE DECLARATION WITH REGARD TO COMPANY/FIRM		
Any EN Any QS 3. I 3.1	OR ME SE DECLARATION WITH REGARD TO COMPANY/FIRM Name of company/firm:		
Any EM	OR ME SE DECLARATION WITH REGARD TO COMPANY/FIRM Name of company/firm:		
Any EN Any QS 3. I 3.1 3.2	OR ME SE DECLARATION WITH REGARD TO COMPANY/FIRM Name of company/firm: VAT registration number: Company registration number:		
Any EN Any QS 3. I 3.1 3.2 3.3	DECLARATION WITH REGARD TO COMPANY/FIRM Name of company/firm: VAT registration number: Company registration number: TYPE OF COMPANY/ FIRM Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation		

	□ Sup □ Prof □ Othe	nufacturer plier essional service provider er service providers, e.g. transpo LICABLE BOX]	orter, etc.	
8.7	Total number of years the company/firm has been in business:			
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/fire certify that the points claimed, based on the B-BBE status level of contributor indicated paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:			
	i) The ir	formation furnished is true and o	correct;	
		oreference points claimed are ated in paragraph 1 of this form;	in accordance with the General Conditions as	
 iii) In the event of a contract being awarded as a result of points claimed as she paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary p the satisfaction of the purchaser that the claims are correct; iv) If the B-BBEE status level of contributor has been claimed or obtained on a frau basis or any of the conditions of contract have not been fulfilled, the purchaser n addition to any other remedy it may have – 			r may be required to furnish documentary proof to	
			act have not been fulfilled, the purchaser may, in	
	(a)	disqualify the person from the	bidding process;	
(b) recover costs, losses or damages it has incurred or suffered as a of that person's conduct;		ges it has incurred or suffered as a result		
	(c)	cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;		
	(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and			
	(e)	forward the matter for criminal	prosecution.	
WITI	NESSES			
1.			SIGNATURE(S) OF BIDDERS(S)	
2.	2		DATE:	

COMPANY CLASSIFICATION

8.6